

RESOLUTION NO: 2015 - 279

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR MISC 15-80 PREVENTATIVE MAINTENANCE OF MCQUAY CHILLERS AT SJC HEALTH & HUMAN SERVICES BUILDING.

RECITALS

WHEREAS, the County desires to enter into a contract with Brooks Air Systems, Inc to provide preventative maintenance services for the McQuay Chillers located at the SJC Health & Human Services Building as specified in the proposed agreement attached hereto; and

WHEREAS, the scope of the service shall include operational, annual and water treatment inspections as specified in the attached agreement; and

WHEREAS, Brooks Air Systems, Inc is the manufacturer's selected representative for performance of preventative maintenance services; and

WHEREAS, the contract is being funded by the SJC Health & Human Services Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into the contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to contract with Brooks Air Systems, Inc

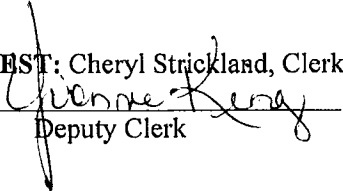
Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached hereto with Brooks Air Systems, Inc on behalf of the County for the performance of preventative maintenance services as specifically provided in the Contract Documents for Misc 15-80.

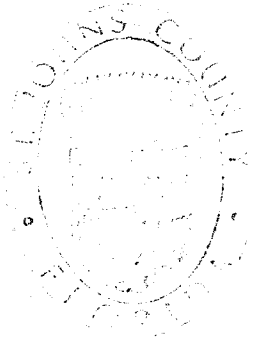
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 15th day of September, 2015.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Priscilla L. Bennett, BOCC Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk



September 17, 2015



SERVICE AND MAINTENANCE CONTRACT
McQuay WMC Chillers located at St. Johns County Health & Human Services
Contract Number: _____

THIS SERVICE and MAINTENANCE CONTRACT ("Contract") is made and entered into as of the _____ day of _____, 2015, by and between St. Johns County, a political subdivision of the State of Florida, ("Customer") with principal offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and Brooks Air Systems, Inc. ("Contractor"), with principal offices located at 11196 St. Johns Industrial Parkway, South, Jacksonville, Florida 32246, for the purpose of providing preventative maintenance, service and repairs to the centrifugal chillers and associated equipment located at Customer's Health Center ("Equipment"). In consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and Contractor (individually "Party" or collectively "the Parties") covenant and agree as follows:

Section 1. INCORPORATION OF CONTACT DOCUMENTS

A. Contractor has prepared and Customer has approved and accepted the Contract Documents as identified and set forth below, which a copy of each is attached hereto and incorporated herein by this reference.

Exhibit A Preventative Maintenance Agreement, Terms and Conditions

B. In interpreting this Contract and resolving any inconsistencies or ambiguities, the main body of this Contract takes precedence over the exhibits, and Exhibit A shall take precedence over Exhibit B.

Section 2. SCOPE OF SERVICES

1. As more specifically described in the Contract Documents, Contractor shall provide all labor and materials necessary to perform the manufacturer's recommended service and preventative maintenance of the Equipment. Upon Customer's written request, Contractor shall provide additional services as described in the Contract Documents, including but not limited to responding to unscheduled service calls, equipment repairs, equipment replacements and training.

2. All additional services, repairs and replacement parts beyond those described in this Contract shall be provided only upon Customer's written authorization, and invoiced in accordance with the applicable rates provided in the Contract Documents.

3. All work associated with the Scope of Services shall be completed during Customer's normal business hours unless otherwise agreed in writing by the Parties. Such normal business hours are from 8:00 a.m. until 5:00 p.m. (EST), on Monday through Friday. Work performed by Contractor beyond Customer's normal business hours for the convenience of Customer shall be subject to additional costs in accordance with the rates provided in the Contract Documents.

4. In order to facilitate satisfactory performance of the Scope of Services by Contractor, Customer shall:

1. permit access to the work site;
2. as necessary, provide access to elevators, receiving dock facilities, water, electricity and local telephone service;
3. as necessary, clear any walls, partitions or fixtures to permit access to the Equipment;
4. provide logs or other records of daily Equipment operations;
5. at mutually agreed upon times, all Contractor to stop and start equipment as necessary to complete work described herein;
6. provide Contractor prompt notice of any Equipment malfunctions;
7. operate the Equipment in accordance with the manufacturer's instructions; and
8. reasonably secure the work site from unsafe work conditions.

Section 3. TERM

The Term of this Contract shall begin on _____, 20____ (Effective Date), and shall be effective and binding upon the Parties through and until _____, 20____ (Expiration Date). Subject to satisfactory performance by Contractor as determined in the sole discretion of the Customer, the Term of this Contract may be extended upon written mutual consent of the Parties.

Section 4. PAYMENT AND TAXES

A. The Parties hereby acknowledge that there is no billing form or format pre-approved by either the Customer or the Contractor, however each invoice shall contain the Contract number, vendor identification and a description of the work completed in connection with the Scope of Services. Customer may require any other information from the Contractor that Customer deems necessary to verify work completed under the Contract.

B. Customer shall make payment no later than 30 days following receipt of each invoice. Invoices that must be returned to Contractor for additional information or due to preparation errors will result in a delay in payment, and shall not be subject to late charges. Customer is responsible for all payments authorized under this Contract. Customer's failure to make timely payments, or to delay payments as the result of any returned invoice, shall not constitute a breach of this Contract and shall not relieve the Contractor of its obligations to Customer.

C. Customer is a public entity exempt from local, state and federal taxes. Proof of Customer's tax-exempt status shall be provided upon Contractor's request. Customer shall not be liable for any local, state or federal taxes levied on the Contractor.

Section 5. SUSPENSION OF WORK

Customer may, in its sole discretion, suspend any or all work described in this Contract, at any time, when in the best interest of the Customer to do so. The Customer shall provide Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declarations of emergency, or other such circumstances. After receiving a suspension notice, Contractor shall comply with the notice. Within thirty (30) days, or any longer period agreed to by Contractor, Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Contract. Neither the suspension of work nor termination of this Contract as described in this paragraph shall entitle Contractor to recover any costs, penalties, early termination fees, lost profits or additional compensation.

Section 6. TERMINATION FOR CONVENIENCE

Customer, by written notice to Contractor, may terminate this Contract in whole or in part when the Customer determines in its sole discretion that it is in its best interest to do so. Contractor shall not complete any work after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Termination under this provision shall not entitle the Contractor to any early termination fees, lost profits or additional compensation.

Section 7. TERMINATION FOR CAUSE

Customer may terminate this Contract upon 30 days prior written notice if the Contractor fails to (1) timely complete the work as described in the Contract Documents; (2) maintain adequate progress, thus endangering performance of this Contract; (3) perform any applicable term of this Contract; or (4) abide by any applicable statutory, regulatory, or licensing requirement. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer.

Section 8. LIMITATION OF LIABILITY

Neither Party hereto shall be liable to the other for any incidental, special, or consequential damages, including loss of revenue, loss of use of the Equipment or facilities, or economic damages based upon strict liability arising from performance of this Contract.

Section 9. INSURANCE

A. Upon execution of this Contract, Contractor shall proof of all insurance required under this section. Insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Insurance certificate(s) shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as an additional insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract. For the entire Term of this Contract, at minimum, Contractor shall maintain the following:

1. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
2. Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.
3. Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees in accordance with section 440.02 of the Florida Statutes.

B. In the event of unusual circumstances, upon at least thirty (30) days prior written notice, the County may adjust the insurance requirements provided herein.

Section 10. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the County and its officers, agents and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees to the extent cause by the negligent, reckless, intentional or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in performance of this Contract.

B. To the extent permissible by law, the County shall indemnify, defend and hold harmless the Contactor and its officers, agents and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees to the extent cause by the negligent, reckless, intentional or wrongful conduct of the County and other persons employed or utilized by the County in performance of this Contract.

C. Nothing contained in this Contract shall be construed to constitute a waiver of the County's sovereign immunity as provided in section 768.28 of the Florida Statutes.

Section 12. MISCELLANEOUS

A. Neither Party may assign this Contract or delegate or subcontract the performance of the Contract without the prior written consent of the other.

B. This Contract shall not be amended or modified in any manner except by written instrument properly executed by each Party.

C. This Contract is governed by the laws of the State of Florida and any provisions contained in this Contract in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Contract shall be brought in St. Johns County, Florida.

D. Notwithstanding any other provision to the contrary, neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of any acts of God, force majeure, unforeseen event, circumstances, or conditions, governmentally-imposed moratorium, law or regulation or any other matter beyond the reasonable control of that Party, and that Party shall be relieved from liability for its failure to perform until the cessation of such condition, event, or moratorium.

E. No delay or failure by either Party to exercise or enforce any right or provision of this Contract will be considered a waiver thereof.

F. If any provision of this Contract is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Contract.

G. The obligations under this Contract which by their nature would continue beyond the expiration of the term of this Contract shall survive termination or expiration of this Contract.

H. This Contract contains the entire understanding between the parties with respect to the subject matter of this Contract.

I. The headings of any sections or paragraphs of this Contract are for convenience or reference only and are not intended to affect the meaning of this Contract.

J. This Contract may be executed in one or more counterparts all of which when taken together shall be considered one and the same Contract. A complete, executed copy of this Contract shall be enforceable as an original.

K. The Parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Contract.

L. Each Party covenants to the other Party that it has the lawful authority to enter into this Contract and has authorized the execution of this Contract by the Party's authorized representative.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date last executed below.

CONTRACTOR

CUSTOMER

By: _____
[Signature]

By: _____
[Signature]

Title: _____

Title: _____

Date: _____

Date: _____



St. Johns County Facilities Maintenance
2416 Dobbs Road
St. Augustine, FL 32086

Attn: Bill Behne

Daikin Applied procurement

August 6, 2015

Daikin McQuay and Brooks Air Systems have been working together over the years to insure that we serve our customers in the best possible manner. As we continue to grow our overall capabilities we have developed a new approach to the market which we believe will enhance the services offered to you.

Effective in July of 2012, Brooks Air Systems and Daikin McQuay entered into an agreement where Brooks Air Systems will represent Daikin McQuay in terms of servicing and maintaining our centrifugal and screw chillers. Please note that since the original letter of August 5, 2013 was issued on this subject, we have changed our name from Daikin McQuay to Daikin Applied. Brooks Air Systems will be Daikin Applied's sole source provider for service and parts for Northern Florida for the following brands -- McQuay, Daikin McQuay and Daikin Applied.

Brooks Air Systems will have the full support of our technical resource centers should any unusual problems occur and also full access to our training center that will insure Brooks Air Systems people are fully trained and capable of servicing and maintaining this equipment

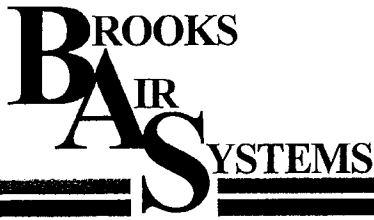
Please continue to issue purchase orders for the maintenance contracts directly to Brooks Air Systems. If there are any questions, please do not hesitate to contact us at your earliest convenience.

Best Regards

Al Ward

Al Ward
Vice President
Daikin Applied

Daikin Applied Americas Inc.
World Headquarters
13600 Industrial Park Boulevard
Minneapolis, MN 55441
763-553-5330



0108-53180

Commercial HVAC Equipment, Controls, Service, Electrical & Parts

PREVENTATIVE MAINTENANCE AGREEMENT

**For
McQuay WMC Chillers
At
The St. Johns County Health Center**

**San Sebastian View
St. Augustine, FL 32085**

Prepared For:

**St. Johns County Facilities
Maintenance Department
2416 Dobbs Rd.
St Augustine, FL 32086**

EQUIPMENT

Only the equipment listed on the attached "Equipment Schedule" is included in the Scope of Service described in this Agreement.

SCOPE OF SERVICE – Preventative Maintenance Coverage "Only"

Brooks Air Systems, Inc., (BAS) the North Florida authorized Daikin Factory Service Provider, will provide all labor and material necessary to perform the manufactures recommended preventative maintenance. Services to include: (3) operational inspections, (1) annual inspection, (12) monthly water treatment inspections with chemicals (see scope), on the HVAC equipment listed in the "Equipment Schedule" of this Agreement at the St. Johns Health Center.

Price and Billing Terms:

Year 1 - Service Agreement at \$2,310.00 to be billed quarterly in advance at \$770.00 (**Year 1 agreement** - only includes only three quarterly inspections on two (2) Daikin WMC Chillers and "no" water treatment (as requested))

Years 2 - Service Agreement at \$12,760.00 per year to be billed quarterly in advance at \$3,190.00

Years 3 - Service Agreement at \$12,920.00 per year to be billed quarterly in advance at \$3,230.00

Years 4 - Service Agreement at \$13,085.00 per year to be billed quarterly in advance at \$3,271.25

Years 5 - Service Agreement at \$13,255.00 per year to be billed quarterly in advance at \$3,313.75

Years 6 - Service Agreement at \$13,430.00 per year to be billed quarterly in advance at \$3,375.50

Years 7 - Service Agreement at \$13,610.00 per year to be billed quarterly in advance at \$3,402.50

Years 8 - Service Agreement at \$13,795.00 per year to be billed quarterly in advance at \$3,448.75

Years 9 - Service Agreement at \$13,990.00 per year to be billed quarterly in advance at \$3,497.50

Years 10 - Service Agreement at \$14,185.00 per year to be billed quarterly in advance at \$3,546.25

Proposal Expiration Date: March 1, 2015 Proposal must be accepted and returned.

This Preventative Maintenance Agreement proposal, including the attached pages and terms and conditions, constitutes the entire agreement, and shall become a valid contract after your acceptance and credit approval by BAS. This agreement supersedes all prior presentations and agreements not incorporated herein, and no other verbal or written agreement for service exists between us.

This agreement commences on March 1, 2015 and shall continue until February 28, 2025, and may continue from year to year thereafter until terminated in writing by either party.

Brooks Air Systems, Inc.

Customer

Representative: Steven C. Rowzee Jr.

Customer: _____

Signature: _____

Signature: _____

Title: Service Sales Engineer

Title: _____

Date: _____

Date: _____

PERSONNEL

BAS will perform all services using Daikin (McQuay) factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

REPAIR SERVICE

Repair service is **not** included, however, if repair service is needed BAS will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by the customer that are outside the Scope of Work will be performed by BAS at an additional cost. BAS will invoice such services at a special service and repair **billing rate of \$100.00** an hour plus mileage. The following overtime rates will apply to the discounted regular hour labor rate.

Overtime Time + ½
Sundays and Holidays Double Time

REPORTS

We will provide a detailed report of the services performed on each inspection. This report will include equipment log readings taken during inspection, condition of equipment, recommended repairs and/or services performed.

ADDITIONAL SERVICES

Additional services will be furnished upon request and proper authorization from the customer. All additional services will be invoiced by BAS and payable by the customer.

EMERGENCY SERVICE

Emergency service is not included but is available on a 24-hour basis.

Preventative Maintenance Agreement

Service Program

Customer: **St. Johns Health Center**

Agreement No.

Brooks Air Systems, Inc. will perform the following procedures, as applicable:

Daikin WMC150 Chillers

Annual Inspection

- Test for refrigerant leaks including relief valve piping outlets
- Check operation of main starter, frequency drives and control panel
- Verify operation of relays and safety controls
- Check flow switch operation
- Take and record water side pressure drops across vessels
- Perform operational check, verify fault logs and analyze performance
- Perform operating log through MicroTech Controller and analyze data
- Inspect vibration eliminators and inspect water piping for leaks
- Check and record refrigerant pressures and discharge superheats on all compressors
- Brush condenser tubes
- Perform water analysis and review reports

Quarterly Operational Inspection

- Review owner's log for trends
- Inspect chiller for any visual signs leaks
- Inspect starter contacts for burns and discoloration
- Log Microtech controller's faults and warnings
- Run chiller and log readings, analyze performance
- Record unusual noises and vibrations
- Review chiller operation
- Perform water analysis and review reports

Water Treatment

Service

Your Premier Water Treatment Consultant will email a copy of the Service Report each visit to the designated representative at your facility along with leaving a summarized report onsite. Your Water Treatment Consultant will routinely be involved in the following:

- In-plant tests on water samples from pertinent points in the various systems under treatment
- Periodic laboratory water analysis of all systems under treatment
- Consulting on Water and Energy related topics
- Checking of all Automatic Control Equipment for proper operation and making any necessary adjustments including calibrations
- Personal inspection of water systems and equipment in operation and under treatment
- Observation of equipment and systems to determine the effectiveness of the Water Management Program
- Review of system history to determine developing trends and recommend possible improvements
- Providing an emailed report to the facility designated representatives covering the results of tests, discussions and recommendations for immediate action
- Providing all necessary test procedures as well as testing supplies
- Maintaining ongoing corrosion studies in accordance with ASTM Standards.
- Conducting training seminar(s). The training seminar is to train/re-train plant employees in proper methods of water treatment, test procedures, and use of testing equipment.
- Inventory of products and supplies
- Providing Material Safety Data Sheets
- Facilitating a customized Product Delivery and Storage Program which includes removal of all empty containers

Testing

All testing reagents and test logs will be furnished. Water Analysis will be performed no less than twice per year. The information for both services is stored on "Premier eReports" and an email analysis will be sent to your designated representative. The biological growth will be monitored visually and with the use of dip slides. While not included in our Water Treatment Program, please remember Legionella Testing is something we can provide in addition to the products and services covered by this agreement. This type of testing is fast becoming a "Best Practice" protocol for owners and operators of cooling towers. In fact, testing is already mandated in certain industries and jurisdictions.

Premier eReporting & InSight

Premier Water & Energy Technology, Inc. utilizes a real-time, web-based service reporting tool. Premier eReports gives customer's 24-hour access to service reports via secure user logins for facility personnel and quick access to MSDS and Product Data Sheets. In partnership with GE Water & Process Technologies we are also able to offer InSight.

INSIGHT ADVANCED AUTOMATIC DATA COLLECTION, TRENDING & CONTINUOUS MONITORING

This offer for InSight includes automatic data upload, manual data entry, data monitoring and analysis.

FEATURES

- Regular data pulls to InSight
- Continuous monitoring of alarm and data trends via GE SRC.
- Remote set point adjustment via SRC
- Increased compliance with A.C.O.P. L8 (where relevant) showing hourly system performance
- Water charge reductions via water mass balance trending
- Reduction of non-productive labor tasks through automatic data retrieval
- Manual upload of any numerical plant data
- Time stamping of data entry for validation/compliance (L8)
- Simple retrieval of data via web portal.
- Security of data via log on and password protection
- Alarm notification via e-mail and or SMS
- Alarming of out of specification parameters
- Visual trending of critical data stream values
- Stack trending for inter-relationship analysis
- Key Performance Indicators
- System "Health Reporting" against KPI trends to give % performance rating
- Enables plant optimization
- Expert oversight of data via GE Service Reliability Centre (SRC)
- Reduction/Removal of paper documentation
- Document storage of MSDS, site reports etc.
- Color-Coded control limits provide an easy identification of test results
- Test results graphed with trend capabilities
- All test results may be viewed through the system overview chart
- Daily, weekly, monthly, and annual product usage may be reviewed
- Daily test result data logging capability
- View and archive pictures of equipment inspections, site layouts, and more

Premier eReports combined with InSight is the most effective way to manage our Water Treatment Program by keeping all of our Service Reports, Operator Logs, Lab Results, Inspection and Inventory Reports in one easy access, paperless location. For further information please see attached data sheet

Training

Classes can be conducted in both Water Treatment and Safety practices as necessary. Slide, video and written material is available for this purpose. Premier offers a number of training program options for Managers and Operators. Training is available for Basic Chemistry, External Treatment, Boiler Water Treatment, Cooling Water and Closed System Treatment, and Health, Safety & Regulation. Every Training Session is customized to meet individual group goals.

Our Best Practice Water Treatment Program includes:

- Prevention of biological growth in the Evaporative Cooling System.
- Control of Corrosion of, and deposition onto the metal portions of the Evaporative Cooling System.
- Corrosion of metal in the closed water system.

Our services include, but are not limited to, laboratory services, testing reagents and regular (once per month) on-site service visits. Service reports will be emailed to you or your designated representative. (See Technical Points of Interest for further details)

Equipment Included & maintained in your Water Treatment Program Include:

- INSIGHT Monitoring System Complete with ORP, Temperature, Conductivity, Flow Switch Monitoring** **see additional opportunities for inhibitor monitoring**
- Treatment Pumps with Injectors (3)
- Web based Services & Monitoring 24/7 via **INSIGHT & eReports**

All items will be maintained by Premier for the Contract Term Upon completion of the contract, equipment will be owned by **St. Johns County**. Should trends in water, operating, load characteristics, or equipment malfunction result in changes in consumption, we agree to mutually renegotiate pricing to cover these events.

Equipment Schedule

EQUIPMEN	MANUFACTURER	MODEL #	SERIAL #	CONDITION
Chiller #1	McQuay	WMC150		Good
Chiller #2	McQuay	WMC150		Good

Inspection Schedule

EQUIPMENT	INSP.	SPRING	SUMMER	FALL	WINTER
Chiller #1	AI				X
	OI	X	X	X	
Chiller #2	AI				X
	OI	X	X	X	

Inspection Key

AI = Annual Inspection

OI = Operating Inspection

Maintenance Agreement Terms and Conditions

This agreement is between Brooks Air Systems, Inc. ("B.A.S.") and the customer. This agreement applies only to equipment installed prior to effective date of this agreement and as described on attachment(s).

1. PAYMENT AND TAXES -- Payment shall be net upon receipt of invoice. Brooks Air Systems reserves the right to require cash payment or other alternative method of payment prior to completion of work if Brooks Air Systems determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. Brooks Air Systems reserves the right to discontinue its service anytime payments have not been paid as agreed. In addition to the Agreement price, the Customer shall pay Brooks Air systems any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. WORKING HOURS – All services performed under this Agreement including major repairs, are to be provided during Brooks Air Systems normal working hours unless otherwise agreed. The Normal working hours are 8 a.m. to 5 p.m. Monday through Friday will apply to all services, unless otherwise stated, including major repairs performed under this agreement. Work performed beyond normal working hours for the convenience of the Customer shall be billed at the difference between overtime and straight time rates. We will respond to all calls within a four (4) hour time period or sooner.

3. ADDITIONAL SERVICE - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Brooks Air Systems prevailing contract labor rate of \$ 100.00 per hour mechanical, \$ 110.00 controls and parts charges. Additional services or parts shall not be supplied under the terms of this Agreement.

- In the event Brooks Air Systems is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Brooks Air Systems control, the customer shall reimburse B.A.S. for expenses incurred in making repairs and/or replacements and/or replacements, and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

4. REPAIR OR REPLACEMENT - Brooks Air Systems shall not be responsible for repair or replacement of any HVAC or EMCS equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, other contractors, maintenance personnel, tenants, or any other party.

Brooks Air Systems is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that Brooks Air Systems encounters any asbestos, mold product or any hazardous material in the course of performing its work, Brooks Air Systems may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Brooks Air Systems shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Brooks Air Systems shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, and state, municipal or other authority. However, in the event any such recommendations occur, Brooks Air Systems, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Brooks Air Systems shall not be required to repair or replace equipment that has not been properly maintained.

5. SUPPLEMENTAL CONDITIONS SECTION – This agreement presupposes that all major pieces of equipment are in proper working condition at the signing of this agreement.

- It shall be the responsibility of Brooks Air Systems to inspect and report to the customer any malfunctions and defects within sixty (60) days after acceptance date. If equipment cannot be operated within this 60 day period due to seasonal conditions or factors beyond our control, the period for the initial inspection will be extended 60 days after the equipment can be operated and checked.
- It shall also be the responsibility of Brooks Air Systems to make recommendations and assist the customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the customer.
- After equipment restoration to original operating conditions has been approved by Brooks Air Systems, coverage will become effective in accordance with the terms of this agreement.

6. PROPRIETARY RIGHTS– During the term of this Agreement and in combination with certain services, Brooks Air Systems may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Brooks Air Systems. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.

7. DELAYS– Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

8. CUSTOMER OBLIGATIONS

Customer shall:

- Provide a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Brooks Air Systems of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Brooks Air Systems to stop and start equipment necessary to perform service.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Operate the equipment properly and in accordance with instructions.

9. EQUIPMENT CONDITION & RECOMMENDED SERVICE – Upon the initial scheduled operating and/or initial annual stop inspection should Brooks Air Systems determines the need for repairs or replacement. Brooks Air Systems will provide the Customer in writing an "equipment condition" report, which includes recommendations for corrections and the price for repairs in addition to this Agreement.

In the event Brooks Air Systems recommends certain services (that are not included herein or upon initial inspection). If the Customer does not elect to have such services properly performed in a timely fashion, Brooks Air Systems shall not be responsible for any equipment or control failures, operability and any long-term damage that may result. Brooks Air Systems at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

10. CUSTOMER TERMINATION– Customer shall have the right to terminate this Agreement for Brooks Air Systems non-performance provided Brooks Air Systems fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Brooks Air Systems shall have free access to enter Customer locations to disconnect and remove any Brooks Air Systems personal proprietary property or devices as well as remove any and all Brooks Air Systems-owned parts, tools and personal property. Additionally, Customer agrees to pay Brooks Air Systems for all incurred but unamortized service costs performed by Brooks Air Systems including overheads and a reasonable profit.

11. CUSTOMER RESPONSIBILITY – It is agreed that the customer will assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

12. LIMITATION OF LIABILITY– Under no circumstances shall Brooks Air Systems be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Brooks Air Systems shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Brooks Air Systems negligent acts or omissions directly contributed to such injury or property damage. Brooks Air Systems maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Brooks Air Systems under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Brooks Air Systems.

B.A.S. and customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by B.A.S. impractical: strikes, fires, war, late or non-delivery by suppliers of B.A.S., and all other contingencies beyond the reasonable control of B.A.S. Under no circumstances shall B.A.S. be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall B.A.S.'s liability exceed the purchase price paid under this contract.

13. WASTE DISPOSAL– Contractor is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

14. CLAIMS – Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

15. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Brooks Air System's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

16. INSURANCE – The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Standard Contract for Service: \$500,000 or less with no unusual hazards

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as required by Florida law.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.



Commercial HVAC Equipment, Controls, Service, Electrical & Parts

Proposal

Date: March 26, 2015

To: Bill Behne: Facilities Maintenance Specialist

Project: St. Johns County Board of County Commissioners: Health Center, ADD for Chiller Annuals

We propose to furnish the following equipment and/or service for the above referenced project. Upon approval, Brooks Air Systems will invoice for 35% of the project amount for material purchase and mobilization. Brooks Air Systems standard terms and conditions apply to this quotation.

This proposal includes:

The additional cost to be added to previously proposed quarterly inspection agreement. All tasks listed below will be performed on chiller annuals.

Annual Inspection

- Test for refrigerant leaks including relief valve piping outlets.
- Check main starter, frequency drive and control panel.
- Inspect and tighten electrical connections.
- Check relays, operating, and safety controls
- Check flow switch operation (or differential pressure switch).
- Check vane control setting and operation
- Take and record water side pressure drops across vessels.
- Perform MicroTech check, logs, and last fault analysis, analyze performance.
- Perform operating log if not MicroTech and analyze.
- Inspect vibration eliminators and inspect water piping for leaks.
- Blow down condenser water strainer(s).
- Check minimum condenser water temperature operation.
- Brush condenser water tubes.

This proposal does not include:

- Any overtime or weekend work
- Any work outside this scope

Total Price: Two Thousand Six Hundred Dollars and 00/100 **\$2,600.00**

*This proposal is valid for Thirty (30) days from date of issue.

*Full freight allowed and all applicable taxes are included.

BROOKS AIR SYSTEMS, INC.

Accepted By: _____

11196 St. Johns Industrial Parkway, South - Jacksonville, Florida 32246 - (904) 642-5303 - FAX (904) 641-8722
FL: CA C058729 GA: CN 209606

Steven C. Rowzee Jr.
Service Sales Engineer

Date: _____

P. O. Number: _____



St. Johns County Facilities Maintenance
2416 Dobbs Road
St. Augustine, FL 32086

Attn: Bill Behne

Daikin Applied procurement

August 6, 2015

Daikin McQuay and Brooks Air Systems have been working together over the years to insure that we serve our customers in the best possible manner. As we continue to grow our overall capabilities we have developed a new approach to the market which we believe will enhance the services offered to you.

Effective in July of 2012, Brooks Air Systems and Daikin McQuay entered into an agreement where Brooks Air Systems will represent Daikin McQuay in terms of servicing and maintaining our centrifugal and screw chillers. Please note that since the original letter of August 5, 2013 was issued on this subject, we have changed our name from Daikin McQuay to Daikin Applied. Brooks Air Systems will be Daikin Applied's sole source provider for service and parts for Northern Florida for the following brands -- McQuay, Daikin McQuay and Daikin Applied.

Brooks Air Systems will have the full support of our technical resource centers should any unusual problems occur and also full access to our training center that will insure Brooks Air Systems people are fully trained and capable of servicing and maintaining this equipment

Please continue to issue purchase orders for the maintenance contracts directly to Brooks Air Systems. If there are any questions, please do not hesitate to contact us at your earliest convenience.

Best Regards

Al Ward

Al Ward
Vice President
Daikin Applied

Daikin Applied Americas Inc.
World Headquarters
13600 Industrial Park Boulevard
Minneapolis, MN 55441
763-553-5330