

CS-13-41

RECEIVED

# CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT (Contract Management Use only)

2013 OCT 31 AM 9:52

CONTRACT TRACKING NO.

CM2036

## CONTRACTOR INFORMATION

Name: Howard Service Inc.

Address: PO Box 5637 Jacksonville, Florida 32247-5637  
City State Zip

Contractor's Administrator Name: David Luck Title: \_\_\_\_\_

Tel#: 904 398-1414 Fax: \_\_\_\_\_ Email: dluck@howardservicehvac.com

## CONTRACT INFORMATION

Contract Name: Chiller Quarterly Maintenance Agreement & 1 Annual Maintenance Judicial Annex Contract Value: \$1,632.00

Brief Description: 3 Quarterly Maintenance and 1 Annual Comprehensive Maintenance Service for 2 RTAC Air Cooled Chillers.

Contract Dates : From: 10/1/13 to 9/30/14 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Don Woods 10-10-13 01074712-546020  
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 10-22-13  
Contract Management Date
3. Shey 10-24-13  
Office of Management & Budget Date
4. [Signature] 10-25-13  
County Attorney (approved as to form only) Date

13 OCT 23 AM 9:36

RECEIVED COUNTY MANAGER'S OFFICE

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 10/29/13  
Ted Selby Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2013 OCT 24 PM 2:22

2013 OCT 15 AM 10:36

RECEIVED CONTRACT MANAGEMENT

CONTRACT MANAGEMENT



**MAINTENANCE AND INSPECTION  
AGREEMENT  
FOR**

**Nassau County Courthouse  
Attn: Mr. Bill Howard  
76347 Veterans Way, Suite 4000  
Yulee, FL 32097**

**I. Scope of Work:**

Howard Services, Inc. will provide all labor, materials and supplies to perform Quarterly Mechanical Maintenance Inspection Activities including annual condenser coil cleaning on the designated equipment, following the procedures in the attached guidelines.

**II. Equipment List:**

See attached Equipment List and Maintenance Schedule

**III. Terms, Conditions & Warranty:**

- A. This agreement will take effect on the date of approval and shall continue thereafter for a period of (12) Twelve months from effective date ("Initial Term"). Thereafter, this Agreement may be renewed for additional 12 month periods as mutually determined by the parties in writing. Any requested cost adjustments will be based on the Consumer Price Index affecting our industry. Notice of any such change will be sent at least 30 days prior to the effective date. Notwithstanding the foregoing, after the Initial Term either party may terminate this Agreement for any reason upon Thirty (30) days prior written notice.
- B. Howard Services, Inc. represents and warrants that all work will be completed in a workmanlike manner according to standard trade practices.
- C. Howard Services, Inc. shall complete all work in accordance with all applicable federal, state and local laws and ordinances and shall obtain at its expense all licenses and permits necessary for the performance of the Services under this Agreement.
- D. Whenever present on Customer's premises, Howard Services, Inc., and its employees, contractors and agents shall comply with all Customer policies and procedures

governing on-site work, including but not limited to Customer's policies and procedures on safety, and security, as applicable.

- E. The warranties and obligations set forth herein are in lieu of all other warranties and liabilities whether in contract or in negligence, express or implied in law or in fact, including the implied warranties of fitness for particular use.
- F. Services outlined in this agreement will be performed during normal working hours except emergency service as may be described above. For work performed at other than normal working hours to accommodate the Owner's schedule, the difference in overtime and straight time rate will be billed.
- G. No liability whatever shall attach to Howard Services, Inc. until the products and services have been paid for and said liability shall be limited to the purchase price.
- H. This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Both parties warrant that, to the best of their knowledge, this contract is not inconsistent with any existing ordinance, rule, regulation or law. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.
- I. Howard Services, Inc. shall indemnify, defend, and hold Customer, its parent, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors, and agents, harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or related to (i) and act or omission or willful misconduct of Contractor, its employees, contractors or agents: (ii) any personal injury (including death) or damage to property resulting from the acts or omissions of Contractor, its employees, contractors or agents.
- J. Howard Services, Inc. shall keep in force during the performance of this Agreement, workers' compensation, employer's liability, commercial or comprehensive general liability and comprehensive automobile liability insurance with such endorsements and in such amounts as Customer may require. Howard Services, Inc. shall not perform any Services under this Agreement unless and until evidence of such insurance, in a form acceptable to Customer, has been delivered to and approved by Customer.

#### IV. Exclusions:

There shall be no liability under this agreement for the following:

- A. Structural alterations to the premises within which the equipment included is installed, necessary for service or parts repair or replacement as provided for in this agreement. Any and all painting, equipment corrosion or erosion, repair or patching of the building.
- B. Any default, delay in performance, or extraordinary damage hereunder caused by any contingency beyond our reasonable control, including war, government restrictions or

restraints, strikes, fire, flood or short or reduced supply of any material or furnished products.

- C. That which in any way duplicated protection provided under any other existing warranty or contract.
- D. System design or performance in maintaining design conditions except through failures of equipment specifications covered herein.
- E. This agreement does not cover electrical service, duct work and insulation, recording instruments, gauges or thermometers, water supply and drains, air volume adjustments, plumbing or piping work required by government and other codes and regulations nor any services performed beyond those specifically enumerated herein.
- F. The handling, control, disposal, repair, or replacement of any materials Covered under EPA Toxic Substances Control Act 40 CFR Part 763.
- G. Any Consequential damages of any nature whatsoever.
- H. Failure to discover necessary repairs or replacement.
- I. Preventive maintenance contracts do not cover refrigerants, gaskets, or other additional parts, and material or labor. Conditions adversely affecting efficiency and operation which is not evident on prior inspection may be discovered as work progresses. Upon discovery, any such condition will be called to the attention of the purchaser and an estimate will be furnished for the cost of correcting same.

#### V. Owner Responsibilities:

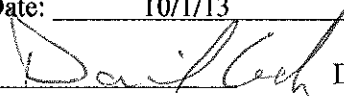
- A. The Owner is responsible for the operation of the equipment and must insure that qualified personnel are provided for such operation.
- B. The Owner agrees to furnish safe and free access to all equipment covered by this agreement for the purpose of executing the terms of this agreement.
- C. Howard Services, Inc. is not obligated to render service under this agreement if the owner has a past due account.

#### VI. Price and Payment Terms:

- A. The price of this agreement, which includes 3 quarterly inspections and 1 annual inspection, is \$ 1,632.00 annually and is payable Quarterly at the rate \$ 408.00.
- B. Please remit payment to: Howard Services, Inc.  
P.O. Box 5637  
Jacksonville, Florida 32247-5637


VII. In Witness Thereof, The Parties Hereto Have Executed This Agreement.

Contract Effective Date: 10/1/13

By: David Luck  Date: 10-14-13

Title: Commercial Sales Consultant

CUSTOMER ACCEPTANCE:

By:  Date: 10/29/13

Title: County Manager

Company Name: Nassau County Board of County Commissioners

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**TRANE HELI-ROTOR CHILLERS, A-C**  
**COMPREHENSIVE ANNUAL INSPECTION SERVICE**  
**RO1-310**

1. Report in with the Customer Representative.
  2. Record and report abnormal conditions, measurements taken, etc.
  3. Review customer logs with the customer for operational problems and trends.
- 
1. **General Assembly**
    - a) Inspect for leaks and report leak check result.
    - b) Repair minor leaks as required (e.g. valve packing, flare nuts).
    - c) Calculate the refrigerant loss rate and report the results to the customer.
    - d) Check the condenser fans for clearances and free operation.
    - e) Check tightness of condenser fan motor mounting brackets.
    - f) Check the set screws on the fan shafts.
    - g) Visually inspect the condenser coil for cleanliness.
    - h) Verify the performance of the fan control inverter VFD, if applicable.
    - i) Grease bearings as required.
  2. **Controls and Safeties**
    - a) Inspect the control panel for cleanliness.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
    - d) Test oil pressure safety device (as required). Calibrate and record setting.
    - e) Test the operation of the chilled water pump starter auxiliary contacts.
  3. **Lubrication System**
    - a) Pull oil sample for spectroscopic analysis.
    - b) Test oil for acid content and discoloration.
    - c) Make recommendations to the customer based on the results of the test.
    - d) Verify the operation of the oil heaters.
  4. **Motor and Starter**
    - a) Clean the starter cabinet and starter components.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Check the condition of the contacts for wear and pitting.
    - d) Check contactors for free and smooth operation.
    - e) Check all mechanical linkages for wear, security and clearances.
    - f) Verify tightness of the motor terminal connections.
    - g) Meg the motor and record readings.
    - h) Verify the operation of the electrical interlocks.
    - i) Measure voltage and record. Voltage should be nominal voltage  $\pm 10\%$ .
-

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**MID-SEASON RUNNING INSPECTION**  
**ROT-330**

1. Check the general operation of the unit.
  2. Log the operating temperatures, pressures, voltages, and amperages.
  3. Check the operation of the control circuit.
  4. Check the operation of the lubrication system.
  5. Check the operation of the motor and starter.
  6. Analyze the recorded data. Compare the data to the original design conditions.
  7. Review operating procedures with operating personnel.
  8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.
-

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**CONDENSER CLEANING**  
**AIR-COOLED CONDENSERS (110-200 Tons)**  
**CDS-220C**

1. Clean air-cooled condenser annually

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Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell – 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Provide a quotation for quarterly preventative maintenance for Trane RTAC 200 MODEL chillers. Serial #s are U03E09428 AND U03E09429. Chillers are located at Nassau County Judicial Annex at 76347 Veterans Way , Yulee, FL, 32097. See attached scope of work. Service dates are from October 1, 2013 to September 30, 2014.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Howard Services Inc.

Address: 1009 Vine St.


Jax. FL. 32207

Phone: (904) 398-1414 Fax: (904) 398-3586

Contact: David Luck

Email: dluck@howardserviceshvac.com

Attached is a written quote from our company, which is valid for 60 days.

  
Signature

8-15-13  
Date

## Suzie Fontes

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**From:** Charlotte Young  
**Sent:** Thursday, October 10, 2013 2:54 PM  
**To:** Sharon Johns  
**Cc:** Suzie Fontes; Tammy Conley  
**Subject:** FW: Nassau HVAC maint PO acceptance  
**Attachments:** Requisition-Howard Services-Maint & Svc Agreement \$1,632.00 10.1.13-9.30.14.pdf

I think this is something that we really need to look at. In the past we have always instructed the departments to not sign the agreements if the vendor would just accept our po. However, it may be interpreted by the vendor that if we issue a po then we are accepting their terms. I haven't had a chance to look at their agreement in detail so I can't really respond just yet. Since Ted is now authorized to sign agreements less than \$50K it may be better to go ahead and complete the Contract Approval form.

I noticed that the Vendor didn't even sign the agreement

-----Original Message-----

**From:** Sharon Johns [mailto:sjohns@nassauclerk.com]  
**Sent:** Thursday, October 10, 2013 12:28 PM  
**To:** Charlotte Young  
**Cc:** Suzie Fontes; Tammy Conley  
**Subject:** FW: Nassau HVAC maint PO acceptance

Hi Charlotte,

I was hoping I could reach out to you for some clarification please. I was under the impression that if there was an agreement it must be signed off on by those listed in the Purchasing Policy. However, I requested a Contract Approval Form from Facilities Maintenance for the attached Maint/Svc agreement and I received the below response. Will this e-mail suffice or would the Contract Approval Form still be required?

Thank you for your help!

Sharon A. Johns  
Accounts Payable  
Nassau County Clerk Financial Services  
(904) 548-4812  
[sjohns@nassauclerk.com](mailto:sjohns@nassauclerk.com)

-----Original Message-----

**From:** Suzie Fontes [mailto:sfontes@nassaucountyfl.com]

## Suzie Fontes

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**From:** Suzie Fontes  
**Sent:** Thursday, October 10, 2013 11:10 AM  
**To:** Sharon Johns  
**Subject:** FW: Nassau HVAC maint PO acceptance

-----Original Message-----

**From:** David Luck [mailto:dluck@howardserviceshvac.com]  
**Sent:** Thursday, October 10, 2013 11:05 AM  
**To:** Suzie Fontes  
**Cc:** Todd Wilson; Scott Wilson; Brittany Way; Frank Wilson  
**Subject:** Nassau HVAC maint PO acceptance

Suzy,

Thanks for calling. I am emailing you to inform you that we accept your PO as approval for the chiller HVAC maintenance contract. We look forward to receiving your PO and continuing to give you quality service. Please let me know if there is anything else you need. Have a great day!

My best,

David Luck  
Howard Services

Sent from my iPhone

# Department Purchase Requisition

(F.O 15/14)

\*\*All information needs to be complete before requisition can be processed.

<b>VENDOR INFORMATION</b>		CM# <u>42-</u> Funding Acct #: <u>01074712 - - 546020</u> DATE: <u>9/17/2013</u> REQUISITION BY: <u>Bill Howard</u> By signing, I certify this purchase is compliant with the County Purchasing Policy and I have reviewed the quote for accuracy.	
If not provided on the Quote.			
Name (Required)	Howard Services		
Address	On File		
City, St. Zip			
Phone#			
Fax #			
Documents Attached		Yes	X
		No	

Request for which Department		
Facilities Maintenance	x	Custodial Dept.
Parks & Recreation		Grounds Maint

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT
1	service agreement for Chillers at Judicial Annex Preventative Maintenance.	1	\$1,632.00	\$1,632.00
		0	\$ -	\$ -
		0	\$ -	\$ -
	Todd Wilson 904-226-2055			
	Dawin Luck 904 398-1444			
				\$1,632.00

Project Description	
Facility:	Judicial Annex
(Building, truck, or equipment #)	
Scope of Work:	Chiller Maintenance
Attached Quote #	

Purchase >\$1000 but <\$5000 = 3 verbal quotes	
Purchase >\$5000 but <\$50000 = 3 written quotes	
Quotes Received	
Vendor	Amount
1) Howard Services <u>408/626</u>	\$1,632.00
2) W.W.GAY <u>\$82675</u>	\$3,307.00
3) Air Masters	\$3,402.00
4) Trane	\$3,175.00
Johnson Controls- \$5,150.00	

**Total of Purchase Requested**

---

Purchases >\$200 but < \$1000 requires pre-purchase approval

Pre-Purchase Approved by one of the following

Bob Knott	<u>[Signature]</u>	Date: <u>10/8/13</u>
Suzie Fontes		Date: _____

(In-House Purchase Order)    IPO# \_\_\_\_\_

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell - 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Provide a quotation for quarterly preventative maintenance for Trane RTAC 200 MODEL chillers. Serial #s are U03E09428 AND U03E09429. Chillers are located at Nassau County Judicial Annex at 76347 Veterans Way, Yulee, FL, 32097. See attached scope of work. Service dates are from October 1, 2013 to September 30, 2014.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Howard Services Inc.

Address: 1009 Vine St.

Jax. FL. 32207

Phone: (904) 398-1414 Fax: (904) 398-3586

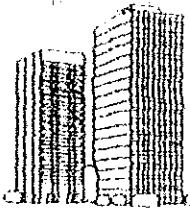
Contact: David Luck

Email: dluck@howardserviceshvac.com

Attached is a written quote from our company, which is valid for 60 days.

  
Signature

8-15-13  
Date



August 9, 2013

Mr. Bill Howard  
Facility Maintenance Department  
Nassau County Public Works  
45195 Musselwhite Road  
Callahan, Florida, 32011

Subject: Concepts II Scheduled Maintenance Program

Mr. Howard:

Thank you for the opportunity to provide you with the following proposal.

**HVAC Maintenance for Equipment in these locations Proposed:**

1. Equipment Maintenance for (2) Trane RTAC Chillers, located at Nassau County Judicial Annex at 76347 Veterans Way , Yulee, FL, 32097, per attached RFQ as Acknowledged.
2. Equipment Maintenance and Water Treatment Services for the Nassau County Emergency Operations Center at 77150 Citizens Circle, Yulee, FL, 32097, per attached RFQ as Acknowledged.
3. Equipment Maintenance for (2) each Liebert air handlers and condensers. Air Handler(s) model # is BF067A and Condenser(s) model # is CSF083, located at Nassau County Judicial Annex at 76347 Veterans Way , Yulee, FL, 32097, per attached RFQ as Acknowledged.

**Tasking Schedule:**

WWG acknowledges and will conform to the three (3) Pages of Trane Tasking for the two (2) Chillers as presented with RFQ.

WWG acknowledges and will conform to the SOW for EOC Building, including Cascade Water Treatment's involvement as a committed supplier.

WWG acknowledges and will conform to the SOW for the two (2) Liebert Units as presented in the RFQ.

WWG acknowledges the required current Liebert Certification as described and as attached

WWG acknowledges that the Corporation, if successful, will provide certificates of insurance for liability and workers comp. coverage if awarded the job. Effective Dates for service will be from October 1, 2013 to September 30, 2013. Nassau County Board of Commissioners will be an entity named on the declaration page. This applies to all three (3) Bid components as listed.

(Continued)

Page Two

Note: Customer will be provided a written service report and equipment log sheet upon completion of every inspection service. This report will be reviewed by our Service Manager prior to being submitted to you. In the event there are any problems or deficiencies found we will provide you with a written quotation for corrective action.

## Concepts II Service Program

W.W. Gay Building Services Division agrees to provide labor and materials necessary to perform (1) annual and (3) quarterly operational inspections on the equipment listed in the RFQs.

The cost to provide subject services as described will be as indicated below per year billed quarterly at the broken out amount.

	<u>Total</u>	<u>Quarterly</u>
Chiller Maintenance Proposal	\$ 3,307.00	\$ 826.75
EOC Maintenance Proposal	\$ 9,897.00	\$ 2,474.25
Liebert Maintenance Proposal	\$ 2,987.00	\$ 746.75

Thank you for this opportunity to support the County's efforts. Please advise us as necessary.

Sincerely,

W. W. GAY MECHANICAL CONTRACTOR, INC.

*Fred Miller*

Fred L. Miller  
Building Services  
Project Manager

Cc: File

***Our Employees are the BEST in the Business!***  
524 Stockton Street \* Jacksonville, FL 32204 \* (904) 394-7990  
Mechanical CMC - 008140      Plumbing CFC - 019134

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell - 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Provide a quotation for quarterly preventative maintenance for Trane RTAC 200 MODEL chillers. Serial #s are U03E09428 AND U03E09429. Chillers are located at Nassau County Judicial Annex at 76347 Veterans Way, Yulee, FL, 32097. See attached scope of work. Service dates are from October 1, 2013 to September 30, 2014.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: WW Gay Mechanical Contractor, Inc.

Address: 524 Stockton Street  
Jacksonville, FL 32204-2500

Phone: (904) 394-7609 Fax: (904) 394-7944

Contact: Fred Miller; Building Services Project Manager

Email: fmler@wwgmc.com

Attached is a written quote from our company, which is valid for 60 days.

  
Signature

9-Aug-13  
Date

Comments: \_\_\_\_\_



Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 office, 904-753-0373 cell

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please fill out and return form with quote and refer to scope of work attached to RFO form in quote. Please provide a quote for preventative maintenance and water treatment as listed in attached scope of work for the Nassau County Emergency Operations Center at 77150 Citizens Circle, Yulee, FL, 32097. Please state in quote that certificates of insurance for liability and workers compensation will be provided with the Nassau County Board of County Commissioners listed as the certificate holder upon award of job. Service dates are to start on 10-1-13 and run until 9-30-14.

► If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
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9. Aug. 13  
Date

Comments: \_\_\_\_\_

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Department Address: 45195 Musselwhite Road, Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: (904)-548-4969 or cell (904)-753-0373

Department Fax: (904)-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Please provide the cost for quarterly Preventative Maintenance program for 2 each Liebert air handlers and condensers. Air Handler model # is BF067A and Condenser model # is CSF083. Please provide Liebert certification as approved vendor for service to ensure warranty stays in effect. P.M. Program shall include a check of the following. Check general condition of equipment, check operation, sound and vibration, replace filters, oil motors and lube bearings as needed, check drive belts, and sheaves wear, and alignment, check supply fan wheel and housing, check condenser and condenser fan blades, check fan shaft bearings, clean condensate / humidifier pan and drain, clear drain lines, install drain pan treatment, check condensate pump operation, check supply air fan motor amperage and voltage, check condenser refrigerant pressures, check evaporator refrigerant pressures, check refrigerant charge, check for oil and refrigerant leaks (visual inspection), check compressor motor amperage and voltage, check system superheat and sub-cooling, check compressor mounting bolts and springs, check starter, contacts, and operation, inspect electrical components and connections, check compressor crankcase heaters, check humidifier amperage and voltage, check heater amperage and voltage, check set points and alarm points, check TX Valve operation, inspect equipment for energy efficient operation, check evaporator and condenser coils for physical damage. Please state in your quote that you will provide certificates of insurance for liability and workers comp. coverage if awarded the job. Dates for service will be from October 1, 2013 to September 30, 2013.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

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Contact: Fred Miller; Building Services Project Manager

Email: fmler@wwgmc.com

Attached is a written quote from our company, which is valid for \_\_\_ 60 \_\_\_ days.

*T.M.H.*

\_\_\_\_\_

Signature

9. Aug. 13

\_\_\_\_\_

Date

Comments: \_\_\_\_\_  
\_\_\_\_\_



**Emerson Network Power  
Liebert Corporation**

This acknowledges that

***Billy Sohm***

has successfully completed Emerson/Liebert's

***PCT206F***

***DS/iCOM with Networking***

course and is hereby awarded this certificate of achievement

*(Authorized to perform startups, warranty and maintenance work on all products covered in this class.)*

A handwritten signature in cursive script that reads 'Ronald A. Deppe', written over a horizontal line.

Ron Deppe  
Training Instructor

July 16 - 19, 2012  
Date

2.8 CEUs  
= 28 Contact Hours

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell – 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Provide a quotation for quarterly preventative maintenance for Trane RTAC 200 MODEL chillers. Serial #s are U03E09428 AND U03E09429. Chillers are located at Nassau County Judicial Annex at 76347 Veterans Way , Yulee, FL, 32097. See attached scope of work. Service dates are from October 1, 2013 to September 30, 2014.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

**To be completed by vendor:**

Vendor Name: Air-Masters HVAC Mechanical Services

Address: 14615 Berringer Ln  
Jacksonville, FL 32258

Phone: 904-887-9444 Fax: 904-292-2513

Contact: Tim Fredrickson

Email: air-masters@att.net

Attached is a written quote from our company, which is valid for 60 days.

Tim Fredrickson

8/21/2013

Signature

Date

Comments: \_\_\_\_\_  
\_\_\_\_\_

# Air-Masters

## Air Conditioning-Heating-Refrigeration -HVAC Mechanical Services-

Bill Howard  
Maintenance Supervisor  
45195 Mussel White Rd  
Callahan, FL 32011

RE: Nassau County Judicial Annex  
76347 Veterans Way  
Yulee, FL, 32097

Re: Trane Heli-Roto Chiller Maintenance

Dear Bill,

We are pleased to submit this proposal for maintenance for the Two-Trane Heli-Roto Chillers at the Judicial Annex. Air-Masters scope of work will be as follows:

### Mid-Season Running Inspection

- Please see attached customer/ manufacture recommendations and requirements.
- Will adhere to these attached requirements.

### Comprehensive Annual Inspection Service

- Please see attached customer/ manufacture recommendations and requirements.
- Will adhere to these attached requirements.

Total Maintenance Cost \$3,402.00

Respectfully,

*Tim Fredrickson*

8/21/2013

Acceptance \_\_\_\_\_

Date \_\_\_\_\_

P.O. Box 10512 \* Jacksonville, FL 32247  
[air-masters@att.net](mailto:air-masters@att.net) \* [air-mastershvac.com](http://air-mastershvac.com)  
PH# 904-887-9444 \* Fax# 904-292-2513

**"Air-Masters is a green contractor, Certified by the EPA"**

---

MID-SEASON RUNNING INSPECTION  
ROT-330

1. Check the general operation of the unit.
2. Log the operating temperatures, pressures, voltages, and amperages.
3. Check the operation of the control circuit.
4. Check the operation of the lubrication system.
5. Check the operation of the motor and starter.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.



---

**TRANE HELI-ROTOR CHILLERS, A-C**  
**COMPREHENSIVE ANNUAL INSPECTION SERVICE**  
**ROT-310**

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.

**1. General Assembly**

- a) Inspect for leaks and report leak check result.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate the refrigerant loss rate and report the results to the customer.
- d) Check the condenser fans for clearances and free operation.
- e) Check tightness of condenser fan motor mounting brackets.
- f) Check the set screws on the fan shafts.
- g) Visually inspect the condenser coil for cleanliness.
- h) Verify the performance of the fan control inverter VFD, if applicable.
- i) Grease bearings as required.

**2. Controls and Safeties**

- a) Inspect the control panel for cleanliness.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- d) Test oil pressure safety device (as required). Calibrate and record setting.
- e) Test the operation of the chilled water pump starter auxiliary contacts.

**3. Lubrication System**

- a) Pull oil sample for spectroscopic analysis.
- b) Test oil for acid content and discoloration.
- c) Make recommendations to the customer based on the results of the test.
- d) Verify the operation of the oil heaters.

**4. Motor and Starter**

- a) Clean the starter cabinet and starter components.
  - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
  - c) Check the condition of the contacts for wear and pitting.
  - d) Check contactors for free and smooth operation.
  - e) Check all mechanical linkages for wear, security and clearances.
  - f) Verify tightness of the motor terminal connections.
  - g) Meg the motor and record readings.
  - h) Verify the operation of the electrical interlocks.
  - i) Measure voltage and record. Voltage should be nominal voltage  $\pm 10\%$ .
-

---

**CONDENSER CLEANING**  
**AIR-COOLED CONDENSERS (110-200 Tons)**  
**CDS-220C**

1. Clean air-cooled condenser annually

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL, 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell -- 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

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➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Trane U.S.A. Inc.  
Address: 8929 Western Way  
Jacksonville, FL 32256  
Phone: 904-728-6931 Fax: 904-596-0688  
Contact: Walt Herndon  
Email: wwherndon@trane.com

Attached is a written quote from our company, which is valid for 30 days from Oct 1, 2013.

Walt Herndon 8-19-13  
Signature Date

Comments: \_\_\_\_\_



**TRANE**

Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc.  
8929 Western Way  
Jacksonville, FL 32256-8391  
Phone: (904) 728-931  
Fax: (904) 596-0688

August 19, 2013

Bill Howard  
Nassau County Courthouse  
24100 William Burgess Boulevard  
Yulee, FL 32097

Site Address:  
Nassau County Courthouse  
24100 William Burgess Boulevard  
Yulee, FL 32097

Project Name: Nassau County Courthouse 2013 S/A Bid

We are pleased to offer you this proposal for performance of Trane's Factory Specifications for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List

Equipment	Qty	Manufacturer	Model Number	Serial Number
Air-Cooled Chiller	1	Trane	RTAC2004UF	U03E09428
Air-Cooled Chiller	1	Trane	RTAC2004UF	U03E09429

Description	Quantity Per Term
RTAC Annual (Water Coil Cleaning)	1
RTAC Operational Quarterly Inspection	3

Total Investment for this Service:.....\$3,175.00

Clarifications

1. This agreement is subject to Customer's acceptance of the attached Trane Terms & Conditions – Quoted Service
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from October 1, 2013.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Wait Herndon  
Account Manager

CUSTOMER ACCEPTANCE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date



## COMPREHENSIVE ANNUAL INSPECTION SERVICE RTAC

1. Report in with the Customer Representative.
  2. Record and report abnormal conditions, measurements taken, etc.
  3. Review customer logs with the customer for operational problems and trends.
- 
1. **General Assembly**
    - a) Inspect for leaks and report leak check result.
    - b) Repair minor leaks as required (e.g. valve packing, flare nuts).
    - c) Calculate the refrigerant loss rate and report the results to the customer.
    - d) Check the condenser fans for clearances and free operation. Clean coils annually.
    - e) Check tightness of condenser fan motor mounting brackets.
    - f) Check the set screws on the fan shafts.
    - g) Visually inspect the condenser coil for cleanliness, clean coils.
    - h) Verify the performance of the fan control inverter VFD, if applicable.
    - i) Grease bearings as required.
  2. **Controls and Safeties**
    - a) Inspect the control panel for cleanliness.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
    - d) Test oil pressure safety device (as required). Calibrate and record setting.
    - e) Test the operation of the chilled water pump starter auxiliary contacts.
  3. **Lubrication System**
    - a) Pull oil sample for spectroscopic analysis.
    - b) Test oil for acid content and discoloration.
    - c) Make recommendations to the customer based on the results of the test.
    - d) Verify the operation of the oil heaters.
  4. **Motor and Starter**
    - a) Clean the starter cabinet and starter components.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Check the condition of the contacts for wear and pitting.
    - d) Check contactors for free and smooth operation.
    - e) Check all mechanical linkages for wear, security and clearances.
    - f) Verify tightness of the motor terminal connections.
    - g) Meg the motor and record readings.
    - h) Verify the operation of the electrical interlocks.
    - i) Measure voltage and record. Voltage should be nominal voltage  $\pm 10\%$ .



**TRANE®**

## **RUNNING INSPECTION RTAC**

1. Check the general operation of the unit.
2. Log the operating temperatures, pressures, voltages, and amperages.
3. Check the operation of the control circuit.
4. Check the operation of the lubrication system.
5. Check the operation of the motor and starter.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

## TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**2. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**3. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**4. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

**5. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations.

**6. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**7. Warranty.** Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier. In which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. Indemnity.** Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party Company, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**9. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE,**

**STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS.** Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

**10. Asbestos and Hazardous Materials.** Company's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the services only when the affected area has been rendered harmless.

**11. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**12. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**13. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company.

**14. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c.11 and applicable Provincial Human Rights Codes and employment law in Canada.

**15. U.S. Government Contracts.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

1-10.48 (0511)  
Supersedes 1-10.48 (0610)



Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facility Maintenance Department Date: 7-29-13

Department Address: 45195 Musslewhite Rd., Callahan, FL 32011

Contact: Bill Howard

Contact email: bhoward@nassaucountyfl.com

Department Phone: 904-548-4969 off., cell -- 904-753-0373

Department Fax: 904-548-4509

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Provide a quotation for quarterly preventative maintenance for Trane RTAC 200  
MODEL chillers. Serial #s are U03E09428 AND U03E09429. Chillers are located at Nassau  
County Judicial Annex at 76347 Veterans Way , Yulee, FL, 32097. See attached scope of work.  
Service dates are from October 1, 2013 to September 30, 2014.

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). \*

Please submit written response by: 8-23-13  
(Date)

Faxed / Scanned to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Johnson Controls

Address: 4820 Executive Park Court, Ste. 109  
Jacksonville, FL 32216

Phone: 904-588-4874 Fax: 904-733-3335

Contact: Michele Marks

Email: michele.marks@jci.com

Attached is a written quote from our company, which is valid for 60 days.

Nancy Adman  
Signature

August 14, 2013  
Date

# Planned Service

CUSTOMER NASSAU COUNTY BOARD OF COMMISSIONERS
LOCAL JOHNSON CONTROLS OFFICE 4820 EXECUTIVE COURT JACKSONVILLE, FL 32216
DATE 9/1/2013



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



## Executive Summary

### PLANNED SERVICE PROPOSAL FOR NASSAU COUNTY BOARD OF COMMISSIONERS

Dear Bill:

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year - starting **10/1/2013** and ending **9/30/2014**.
- The agreement price for first year is **\$5,150.00**; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Michele Marks  
Service Sales Account Rep  
(904) 732- 5424

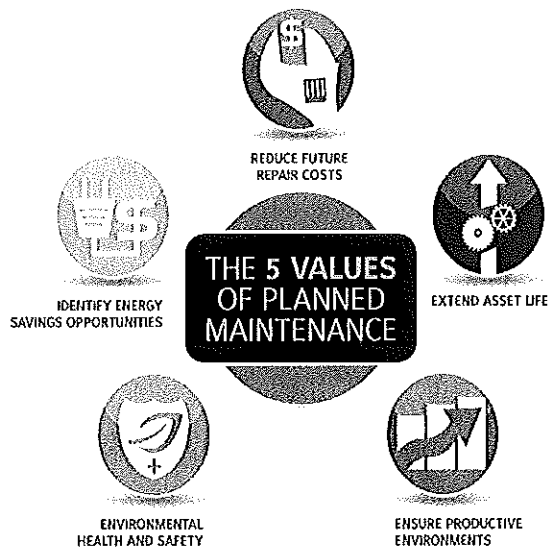
## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify Energy Savings Opportunities**  
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**  
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**  
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**  
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote Environmental Health and Safety**  
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



## Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

## JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

### Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
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**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS**

**Planned Service Agreement**

Customer Name: NASSAU COUNTY BOARD OF COMMISSIONERS  
Address: 416 CENTRE ST RM 9 FERNANDINA BEACH FL 32034-4243  
Proposal Date: 9/1/2013  
Estimate #: 1-384WIBL

**Scope of Service**

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

**Extended Service Options for Premium Coverage**

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

**Equipment List**

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

**Term / Automatic Renewal**

This Agreement takes effect on **10/1/2013** and will continue until **9/30/2014** ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

**Refrigerant Charges**

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
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**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is **\$5,150.00**. This amount will be paid to JCI in Annually In Advance installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

**This proposal is valid for thirty days from the proposal date.**

**JOHNSON CONTROLS Inc.**

By: Michele Marks

By:

Signature:

Signature:

Title: Service Sales Account Rep

Date:

Title:

Date:

Signature:

Customer PO#:

Title:

Date:

JCI Branch: Jacksonville FL Service - 0245

Address: 4820 EXECUTIVE COURT

JACKSONVILLE FL 32216

Branch Phone: (904) 733-1411

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
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Schedule A

**Equipment List (Selected Equipment to be serviced)**

Site			Address				
NASSAU COUNTY BOARD OF COMMISSIONERS			416 CENTRE ST RM 9 FERNANDINA BEACH FL 32034-4243				
Qty	Equipment	Services Provided	# Per Year	Coverage Type	Extended Coverage	Year To Be Activated	Year To Be Deactivated
2	Chiller, Air Cooled, Screw, 150-250 Tons			Basic	NA		
		Operational	3				
		Comprehensive	1				
		Refrigerant Analysis (2 Circuits)	1				
		Condenser Coil Cleaning	1				

**Special Additions & Exceptions**

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS

## Terms and Conditions

### DEFINITIONS

**COVERED EQUIPMENT** is the equipment for which Services are to be provided under this Agreement as set forth in the attached Equipment List.

**EQUIPMENT FAILURE** means the sudden and accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and are necessary for its operation.

**SCHEDULED SERVICE VISITS** are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

**SCHEDULED SERVICE MATERIALS** are the materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.

**REPAIR LABOR** is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

**REPAIR MATERIALS** are the parts necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts. At JCI's option, Repair Materials may be new, used, or reconditioned.

### SERVICE COVERAGE OPTIONS

**BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials if elsewhere noted in this Agreement, for Covered Equipment. No parts or equipment are provided for under BASIC COVERAGE.

**PREMIUM COVERAGE** means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in this Agreement for Covered Equipment.

**EXTENDED SERVICE** means service for repairs performed outside JCI's normal business hours (available either 24/5 or 24/7) and is available only if Customer has PREMIUM COVERAGE, as more fully described in Schedule A. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

If Services are performed, or materials, parts or equipment provided, beyond the scope or time period of those covered by the Service Coverage option selected by Customer, Customer agrees to pay JCI's standard fee for all additional Services, materials, parts and equipment.

#### A. INITIAL EQUIPMENT INSPECTION NECESSARY FOR PREMIUM COVERAGE

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. JCI will advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With the Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at JCI's standard fee for parts and labor in effect at that time. If the Customer does not want JCI to do the work identified by JCI, or if Customer does not have the work done, the equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. This inspection does not affect Customer's warranty. Should Customer not make recommended repairs, JCI reserves the right to invoice Customer for the cost of the inspection.

#### B. STANDARD OF CARE AND WARRANTIES

Customer understands JCI is a provider of services under this Agreement and shall not be considered a merchant or a vendor of goods. JCI warrants its Services will be provided in a good and workmanlike manner. Any Services not performed in a good and workmanlike manner will be re-performed by JCI provided Customer notifies JCI as soon as possible, which shall be no later than one calendar year from the date the Services were performed. Customer

acknowledges that re-performance, as provided herein, shall be its exclusive and only remedy with regards to any Services provided by JCI.

If a part is installed as part of JCI's Services, JCI warrants the installed part will be free from defects in workmanship and material until the end of the Term or for one (1) year from the date on which JCI installs the part, whichever is earlier. If the part is covered under a manufacturer's warranty for a term less than one (1) year, JCI's warranty to the Customer as to such part shall be limited to the term of the manufacturer's warranty. In order to assert a warranty claim, Customer must provide prompt written notice to JCI of its claim during the applicable warranty period. Any claim based upon this warranty must be brought within one (1) year of the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitation. JCI's sole obligation under this warranty shall be to repair or replace the defective part without charge to Customer during such warranty period. If JCI installs or furnishes equipment under this Agreement, and the equipment is covered by a warranty from the manufacturer, JCI will, to the extent transferable, transfer the benefits of such manufacturer's warranty to Customer. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER EQUIPMENT, MATERIALS, PARTS AND OTHER ITEMS PROVIDED BY JCI ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE THE SOLE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

#### C. EXCLUSIONS

JCI's Services and Warranty obligations do not include:

- 1) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as refrigerant, ribbons, bulbs, and paper;
- 2) failures beyond JCI's reasonable control, including (i) acts of God, (ii) abuse or misuse of equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to equipment not performed or provided by JCI, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) failure to comply with Customer's obligations contained in this Agreement, (vii) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including improper water treatment), and (viii) site-related problems, including power failures and fluctuations and failure to keep the site clean and free of dust, sand and other particles or debris;
- 3) service calls due to warranty claims on the Covered Equipment;
- 4) repainting or refinishing Covered Equipment;
- 5) electrical work to the Customer's facility;
- 6) stockpiling of parts or supplies;
- 7) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slots/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- 8) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- 9) service calls required because JCI had previously been denied access to the equipment;
- 10) disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by JCI as provided by the terms of this

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS

Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs; and 11) normal wear and tear.

## D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

- 1) The Customer warrants that all Covered Equipment is in good working condition and that the Customer has given JCI all information concerning the condition of the Covered Equipment.
- 2) The Customer agrees that, during the Term of this Agreement, the Customer will:
  - (a) operate the Covered Equipment according to the manufacturer's and JCI's recommendations;
  - (b) keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and JCI;
  - (c) provide an adequate environment for Covered Equipment as recommended by the manufacturer and JCI, including, but not limited to, adequate space, electrical power, air conditioning, and humidity control;
  - (d) notify JCI immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
  - (e) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
  - (f) provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not JCI's responsibility under this Agreement; and
  - (g) cooperate with JCI and provide any and all necessary information to facilitate the delivery of the Services by JCI as described herein in a timely manner; and
- 3) The Customer acknowledges that its failure to meet its obligations will relieve JCI of any responsibility, to the extent provided in this Agreement, for any equipment breakdown, or any necessary repair or replacement of any equipment and to provide any Services.

## E. CHANGES TO CUSTOMER EQUIPMENT

The Customer retains the right to make changes or alterations to the Covered Equipment. If, in JCI's sole opinion, such changes or alterations affect JCI's Services or obligations, JCI shall have the right to make appropriate changes to the scope of this Agreement or the Contract Price.

## F. ACCESS

The Customer will give JCI full access to all equipment that is either Covered Equipment or associated with Covered Equipment when JCI requests such access. If access cannot be provided, JCI's obligations under this Agreement will be suspended until such access is provided. Matters affecting JCI's access to the Covered Equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of JCI's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement.

## G. INDEMNITY

JCI and the Customer agree to indemnify the other Party and their officers, agents, directors, and employees, from third party claims, demands, or suits for bodily injury, including death, or tangible property damage resulting from the intentional misconduct or any negligent acts by their employees or agents. Customer expressly agrees JCI shall be responsible only for such injury or damage caused by the intentional misconduct or the negligent act of JCI's employees and agents and JCI shall not be responsible for any injury or damage caused, or contributed to, in any manner by Customer or any third-party. The obligations of JCI and of the Customer under this paragraph are further subject to paragraphs H and O below.

## H. LIMITATION OF LIABILITY

Form E9115 (Rev11/07)

JCI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR THE LIKE) CAUSED BY THE MATERIALS, EQUIPMENT, PARTS OR SERVICES PROVIDED HEREUNDER OR THE FAILURE OF THE MATERIAL, EQUIPMENT, PART OR SERVICE TO PERFORM, ACCURATELY PERFORM, TIMELY PERFORM, OR OTHERWISE MEET THE NEEDS, SPECIFICATIONS OR EXPECTATIONS OF CUSTOMER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF JCI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE GREATER OF (i) \$25,000, OR (ii) THE AGGREGATE FEES PAID BY CUSTOMER TO JCI FOR THE SERVICES.

The waiver of warranty, exclusive remedies, waiver of consequential damages and limitation of liability set forth in this Agreement are fundamental elements of the basis for this Agreement. JCI would not be able to provide the products, parts or Services on an economic basis, and would not have entered into this Agreement, without such limitations.

## I. FORCE MAJEURE

- 1) JCI shall not be responsible to the Customer for damage, loss, injury, or delay caused by conditions beyond JCI's reasonable control, and without the intentional misconduct or negligence of JCI. Such conditions include, but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) terrorism, riots or war; or (j) unavailability of parts, materials or supplies.
- 2) If this Agreement covers fire safety or security equipment, the Customer understands that JCI is not an insurer regarding those services. JCI shall not be responsible for any damage or loss whatsoever that may result from fire safety or security equipment that fails to perform properly or fails to prevent loss or damage.
- 3) JCI is not responsible for any injury, loss, or damage caused by equipment that is not Covered Equipment.

## J. RENEWAL PRICE ADJUSTMENT

JCI will provide Customer with notice of any adjustments to the Price and Payment Terms provision of this Agreement applicable to a renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

## K. JCI'S EQUIPMENT

JCI may provide tools, documentation, panels, or other control equipment in the Customer's building for JCI's convenience in performing JCI's Services. Such equipment shall remain JCI's property and JCI retains the right to remove the same during the Term or upon the termination of this Agreement.

## L. JCI'S EMPLOYEES

The Customer acknowledges that JCI's employees are a valuable asset to JCI. In the event during the Term of this Agreement or one hundred eighty (180) days thereafter Customer hires any JCI employee who worked at the Customer's facility at any time the Customer agrees to 1) pay JCI an amount equal to 12 months salary for such employee, and 2) reimburse JCI for all costs associated with any training JCI provided to such employee during the three years before the date the Customer hires such employee.

## M. RESOLUTION OF DISPUTES

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS

Customer shall make all payments to JCI when due in accordance with the Price and Payment Terms provision of this Agreement or any renewal adjustments thereto, and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services hereunder. If a dispute, claim, or other matter in question ("Dispute") related in any manner to this Agreement arises, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation. The Parties further agree as follows:

- 1) **EACH PARTY WAIVES ANY RIGHT TO TRIAL IN A COURT OF LAW AND TO TRIAL BY JURY.**
- 2) **Notice of Dispute:** In order to be able to mediate or arbitrate any Dispute between JCI and Customer, written notice thereof must be given by the Party requesting mediation within five (5) days after the Dispute arises. The purpose of such notification is to place the notified Party on notice so proper measures can be taken to defend against such Dispute, and the failure to give such notice shall preclude the Party desiring arbitration from subsequently mediating or arbitrating the particular Dispute.
- 3) **Mediation:** As a condition precedent to arbitration, the Parties must submit the Dispute to mediation within five (5) days of the notice of dispute. Mediation shall be conducted in accordance with the then current mediation rules of the American Arbitration Association or other mediation service mutually agreed to by the Parties.
- 4) **Arbitration:** In the event mediation of the Dispute is unsuccessful, no later than five (5) days following such mediation the Dispute must be submitted to arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the Parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the Parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment may be entered there upon in accordance with applicable law in any court having competent jurisdiction thereof. The Party prevailing in the arbitration shall be entitled to an award of its reasonable costs, including reasonable attorney's fees, incurred as a result of the Dispute.
- 5) **Services Obligation Suspended:** The Parties agree while arbitration of the Dispute is pending, JCI's obligation to provide continued Services as set forth in this Agreement shall be temporarily suspended until the arbitration award is issued. In the event JCI elects to suspend its Services Customer will remain obligated to pay any outstanding amounts owed JCI but will not be obligated to pay for the Services suspended. The right of JCI to suspend its Services hereunder is in addition to all other rights JCI may have at law or in equity and does not impair the rights of JCI with regard to a Dispute hereunder. The Customer expressly agrees JCI may not be held liable for damages of any nature which Customer may suffer as a result of JCI's temporary suspension of its Services in accordance with this provision.
- 6) The rights and obligations of JCI herein are in addition to, and do not alter, impair, limit, or otherwise waive any other rights granted JCI in equity or by statute.

## N. TERMINATION

In addition to the Term/Automatic Renewal provision of this Agreement, JCI and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach, including specific reference to the applicable provision(s) of this Agreement within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to JCI for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

## O. ASBESTOS, MOLD AND HAZARDOUS MATERIALS

Form E9115 (Rev11/07)

- 1) **Asbestos-Containing Materials:** Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in receiving such certification from facility owners in the case of buildings that it does not own, if JCI will undertake Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws and addressing the impact of its disturbance before JCI continues with its Services, unless JCI had actual knowledge that ACM was present and acted in disregard of that knowledge, in which case (a) JCI shall be responsible at its sole expense for remediating areas impacted by the disturbance of the ACM, and (b) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.
- 2) **Other Hazardous Materials:** JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. JCI shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Services ("JCI Hazardous Materials") and, other than mold, for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other's contacts. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of mold and Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by mold or the release of the Non-JCI Hazardous Materials. Notwithstanding the foregoing, if JCI had actual knowledge that Non-JCI Hazardous Materials other than mold were present and acted in disregard of that knowledge, then in such case (a) JCI shall be responsible at its sole expense for the remediation of any areas impacted by JCI's release of such Hazardous Materials, and (b) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.
- 3) **Environmental Indemnity:** To the fullest extent permitted by law, Customer shall indemnify and hold harmless JCI and JCI's Subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's or the owner's use, storage, release, discharge, handling or presence of ACM or Non-JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O. To the fullest extent permitted by law, JCI shall indemnify and hold harmless Customer, its officers, directors, employees, agents, representatives, shareholders, affiliates, successors and assigns, from and against any and all losses, claims, damages, expenses (including reasonable legal fees and defense costs), claim, causes of action or liability, directly or indirectly, relating to or arising from JCI's use, storage, release, discharge, handling or presence of JCI Hazardous Materials on, under or about the facility(ies), or the noncompliance with this Section O.

# JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR NASSAU COUNTY BOARD OF COMMISSIONERS

## P. ASSESSMENT

It is the Customer's responsibility to pay all taxes or other government charges relating to the Services, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

## Q. MISCELLANEOUS PROVISIONS

- 1) Any notice that is required to be given under this Agreement must be in writing and sent to the Party at the address noted on the first page of this Agreement.
- 2) This Agreement cannot be transferred or assigned by Customer without the prior written consent of JCI.
- 3) This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer.
- 4) Any change or modification to this Agreement will not be effective unless made in writing. Such written modification must specifically indicate that it is an amendment, change, or modifications to this Agreement.
- 5) The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
- 6) Should any changes to relevant regulations, laws, or codes substantially affect JCI's Services or obligations, the Customer agrees to negotiate in good faith with JCI for appropriate and equitable changes to the scope or price of the Agreement or both.
- 7) The Parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting Party shall not apply.
- 8) Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against JCI. The Services under this Agreement are being performed solely for the Customer's benefit, and no other party or entity shall have any claim against JCI because of this Agreement or the performance or non-performance of the Services hereunder.
- 9) The failure of JCI or the Customer to insist upon, or to delay enforcing the strict performance of the terms and conditions hereof, or any right or remedy, as provided herein, shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of JCI or the Customer.

## R. CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State where the project is located.

## S. SEVERANCE

Should any term, part, portion, or provision of this Agreement be decided or declared by the courts to be, or otherwise found to be, illegal or in conflict with any law of the state governing this Agreement or the United States, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, and provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be construed in the substance to constitute the Agreement that the Parties intended to enter into in the first instance.

## T. JCI'S INTELLECTUAL PROPERTY

Form E9115 (Rev11/07)

JCI shall retain all right, title and interest in and to any (a) deliverables provided to Customer hereunder, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto or derivatives thereof ("Deliverables") and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations hereunder. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements or modifications thereto or derivatives thereof.

[END OF DOCUMENT]