

CS-19-089

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2765

CONTRACTOR INFORMATION

Name: Brooks Building Solutions, Inc.
Address: 4501 Beverly Ave. Jacksonville FL 32210
City State Zip
Contractor's Administrator Name: Chad Poole Title: Sales Representative
Tel#: (904) 642-5303 Fax: (904) 641-8722 Email: CPoole@brookssolutions.net

CONTRACT INFORMATION

Contract Name: Preventative Maintenance Service Agreement Contract Value: \$23,627.00 (5 Year Term)
Brief Description: AGZ Chiller Preventative Maintenance Service Agreement for 2-DAIKIN Chillers (Model AGZ210E) at the RMFJC
Contract Dates : From: 10/1/2019 to: 9/30/2024 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: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- [Signature] 10/30/19
Department Head Signature Date
- [Signature] 10/29/19
Contract Management Date
- [Signature] 10/31/19
Office of Management & Budget Date
- [Signature] 11/2/19
County Attorney (approved as to form only) Date

Facilities Maintenance
Submitting Department
01074712-546020
Funding Source/Acct #

Comments: _____

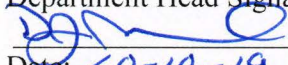
COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 11/9/19
Michael Mullin 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

Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form

Vendor Name: Brooks Building Solutions, Inc. Department: Facilities Maintenance Dept
Address: 4501 Beverly Ave. Department Head Signature: 
Jacksonville, Florida 32210
Phone: 904-642-5303 Date: 10-10-19
Contact Name: Chad Poole
Account: 01074712-546020 ✓ Cost: 5 Year Agreement Total: \$23,627.00 ✓

Description of Commodity:

AGZ Chiller Maintenance Contract for the Justice Center. The annual cost listed below is per year, and it includes the cost increase shown are for union labor rates increases.

1st Yr:	\$ 4,540.00	2nd Yr	\$4,631.00	3rd Yr	\$4,724.00	4th Yr	\$4,818.00	5th	\$4,914.00
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Check one (1) of the following two (2) choices:


- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Service must be performed by a factory trained Diakin Service Provider, Brooks Building Solutions is the only authorized service provider for the State of Florida.

Approval: 
County Manager Date 10/10/19



Brooks
Building Solutions

PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

September 26, 2019

**For
AGZ Chillers
At
Nassau Co. Justice Center**

Proposed For:

*Bill Howard
Nassau Co. Jail
Facilities
45195 Musslewhite Rd
Callahan, FL 32011*

*Submitted by: Brooks Building Solutions, Inc.
Chad Poole*

**PREVENTATIVE MAINTENANCE SERVICE AGREEMENT
BETWEEN
NASSAU CO. JUSTICE (“CUSTOMER”)
AND
BROOKS BUILDING SOLUTIONS, INC. (“BBS”)**

EFFECTIVE DATE: September 26, 2019

THIS PREVENTATIVE MAINTENANCE SERVICES AGREEMENT (this “Agreement”) entered into by and between Customer and BBS applies solely to the equipment listed on Exhibit A attached hereto (the “Equipment”). The parties hereto agree as follows:

PREVENTATIVE MAINTENANCE SERVICES

BBS will provide preventative maintenance services on the Equipment. Services will also include (3) operational and (1) annual inspection on the Equipment at Customer’s Equipment at Customer’s [facilities located at locations detailed in Exhibit A.] The specific tasks to be performed are detailed on Exhibit B attached hereto (collectively, the “Services”).

TERM

This Agreement shall be 1 year beginning October 1, 2019, and expiring September 30, 2020, with 4 year auto renewals.

CONTRACT PRICE AND PAYMENT

Brooks Building Solutions will provide the services detailed in the Agreement for Bill Howard in exchange for the following compensation **\$4,540.00** There will be a 2% annual increase per year, with the specific annual amounts listed below:

- **Year 1** – October 1, 2019 through September 30, 2020 - The Contract Value: **\$4,540.00** payable in advance in semi-annual installments of \$2,270.00.
- **Year 2** - October 1, 2020 through September 30, 2021 - The Contract Value: **\$4,631.00** advance in semi-annual installments of \$2,315.50.
- **Year 3** - October 1, 2021 through September 30, 2022 – The Contract Value: **\$4,724.00** payable in advance in semi-annual installments of \$2,362.00.
- **Year 4** – October 1, 2022 through September 30, 2023 – The Contract Value: **\$4,818.00** payable in advance in semi-annual installments of \$2,409.00.
- **Year 5** – October 1, 2023 through September 30, 2024 – The Contract Value: **\$4,914.00** payable in advance in semi-annual installments of \$2,457.00.

PERSONNEL

BBS will perform the Services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

REPAIR AND ADDITIONAL SERVICES

Repair service is **NOT** included.

REPORTS

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

EMERGENCY SERVICE

Emergency call out service is not included but will be available on a 24-hour basis.

ADDITIONAL SERVICES

In addition, this Agreement may include related services that supplement and complement the mechanical, electrical, and EMCS control system required by this Agreement. These may include additional repair, retrofit, preventative maintenance, diagnostic services, electrical services, remote monitoring and control services, analytical services, “turnkey” mechanical, electrical, and controls installations, and/or professional services including design and engineering as required for equipment replacement or to resolve operational and maintenance issues. Any such additional services must be authorized by Customer in writing. All additional services will be invoiced by BBS, and payable by Customer.

EXCLUSIONS

The following services are not included as part of this Agreement:

- Overtime, Weekends or Holidays

PROPOSAL EXPIRATION DATE:

Upon submission to Customer by BBS, this proposal shall be valid for thirty (30) days from date first stated above. Upon execution by Customer, this Agreement shall constitute a valid, binding contract by and between the parties hereto.

TERMS AND CONDITIONS

This agreement is subject to the additional Terms and Conditions attached hereto as Exhibit C. In the event of a conflict between the terms set forth herein and the Terms and Conditions, the terms set forth herein shall control.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Preventative Maintenance Service Agreement is executed by the parties hereto as of the date set forth below.

BROOKS BUILDING SOLUTIONS, INC.

CUSTOMER

By: Chad Poole

By: 

Name: Chad Poole

Name: Michael S. Mullin

Title: Service Sales Engineer

Title: County manager

Date: September 26, 2019

Date: 11/7/19

EXHIBIT A
EQUIPMENT

Location	System Components	Qty.	Rating	Model Number	Serial Number	Manufacturer	Year of Equipment
Justice Center	Chiller-1	1	195.3 tons Amps / Volts	AGZ210EPMNN-ER00	STNU170800113	DAIKIN	2017
Justice Center	Chiller-2	1	195.3 tons Amps / Volts	AGZ210EPMNN-ER00	STNU170800112	DAIKIN	2017

EXHIBIT B **SERVICES**

Air-Cooled Chillers

Brooks Building Solutions will perform the following procedures, as applicable:

Annual Inspection

- ✓ Inspect for refrigerant and oil leaks.
- ✓ Inspect vibration eliminators and water piping for leaks.
- ✓ Check operation of main starter, and control panel
- ✓ Check flow switch operation
- ✓ Check freeze protection, evaporator and piping heaters, glycol content.
- ✓ Check and blow down water piping strainers.
- ✓ Check refrigerant charge and adjust if necessary.
- ✓ Check compressor oil presence in sight glass, if applicable.
- ✓ Inspect and tighten electrical connections.
- ✓ Visually inspect all non-moving parts for conditions of wear and rust
- ✓ Check relays and operating/safety controls.
- ✓ Check crankcase heater operation.
- ✓ Inspect clamps and machine for vibration
- ✓ Meg hermetic motor.
- ✓ Check operation of electronic expansion valve.
- ✓ Perform MicroTech check, log, and last fault analysis, analyzes performance.
- ✓ Clean condenser coils and remove debris from around condenser.
- ✓ Check condenser fan operation.
- ✓ Perform Oil analysis test
- ✓ Provide customer with documentation of work performed.

Operating Inspection

- ✓ Inspect for refrigerant and oil leaks.
- ✓ Inspect vibration eliminators and inspect water piping for leaks.
- ✓ Check and blow down water piping strainers.
- ✓ Check refrigerant in sight glass.
- ✓ Check compressor oil presence in sight glass, if applicable.
- ✓ Inspect and tighten electrical connections.
- ✓ Check relays and operating/safety controls.
- ✓ Check crankcase heater operation.
- ✓ Perform MicroTech check, log, and last fault analysis, analyzes performance.
- ✓ Check condenser coils, clean debris from around condenser.
- ✓ Take and record waterside pressure drops across vessel.
- ✓ Log operating conditions.

Pumps

Brooks Building Solutions will perform the following procedures, as applicable:

Inspection

- ✓ Lubricate pump bearings per manufacturer's recommendations.
- ✓ Lubricate motor bearings per manufacturer's recommendations.
- ✓ Tighten all nuts and bolts. Check motor mounts and vibration pads.
- ✓ Visually check pump alignment and coupling.
- ✓ Check motor operating conditions.
- ✓ Inspect electrical connections and contactors.
- ✓ Check and blow down condenser pump strainers and check hand valves.
- ✓ Inspect mechanical seals or inspect pump packing.
- ✓ Verify gauges for accuracy.

EXHIBIT C
BROOKS BUILDING SOLUTIONS
TERMS AND CONDITIONS

Revised: June 1, 2018

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

General

1. **Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.

2. **Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.

3. **Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:

- (a) Provide a safe work environment;
- (b) Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
- (c) Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
- (d) Promptly notify BBS of any unusual operating conditions;
- (e) Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service;
- (f) Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings;
- (g) Operate the equipment properly and in accordance with instructions; and
- (h) Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

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

5. **BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.

6. **Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.

7. **Termination.**

(a) **Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.

(b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.

(c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.

8. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.

9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BBS, ITS SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, OR ITS SUPPLIERS (EITHER JOINTLY OR SEVERALLY) BE LIABLE TO COMPANY OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE SERVICES PROVIDED HEREUNDER. THIS AGREEMENT OR ACTIVITIES

RELATING THERETO EVEN IF BBS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF THE AGGREGATE LIABILITY OF BBS FOR DIRECT DAMAGES SHALL NOT EXCEED THE CONSIDERATION PAID BY CUSTOMER FOR THE GOODS AND/OR SERVICES, SUBJECT TO BBS' RIGHT OF REMOVAL AND RETURN OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO BBS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section **Error! Reference source not found.**, within one (1) year from the date the claim arose.

11. **Disputes.** Any controversy or claim (each a "Dispute") arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association ("AAA"). The mediation process shall be initiated by a party giving a Notice of Request for Mediation ("Request") to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

Service and Repairs

These Service and Repairs Terms ("Services Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the "Overtime Rate" shall mean one and one-half (1 1/2) times the standard rate. The "Holiday Rate" shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer's written authorization and invoiced at BBS' prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS' control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning ("HVAC") or energy management and control systems ("EMCS") equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an "Equipment Condition" report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly

Construction and New Sales

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

19. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike

manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.

20. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

21. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

22. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

23. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.

24. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

Parts

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

25. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.

26. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.

27. **Material and Workmanship Warranty.**

(a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.

(b) **Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.

DAIKIN McQUAY

Nassau County Board of Commissioners
96135 Nassau Pl. Suite 1
Yulee, Florida
32097

Attn: Whom It May Concern

Daikin McQuay procurement

October 1, 2019

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

Effective in July of 2012, Brooks Air Systems and Daikin McQuay entered into an agreement where Brooks Air Systems will represent Daikin McQuay in terms of servicing and maintaining our centrifugal and screw chiller including all Daikin McQuay products and be the sole source provider of this service and Parts for Northern Florida.

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

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

Best Regards

Al Ward

Al Ward
Vice President
Daikin McQuay

McQuay International
World Headquarters
13600 Industrial Park Boulevard
Minneapolis, MN 55441
763-553-5330