

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**JOHNSON CONTROLS, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
15901 SW 29th Street Suite 801, Miramar FL 33027

**WHEREAS**, the SBBC is in need of *Ice Plant Maintenance* and has selected the VENDOR to provide such *service*; and

**WHEREAS**, VENDOR is willing to provide *Ice Plant Maintenance* to the SBBC; and

**WHEREAS**, SBBC policy 3320, Part II (I), permits single source acquisitions upon public electronically posting of such services and/or products for a period of at least seven (7) days as defined in section 287.057, 3(c), Florida Status without competitive solicitations; and

**WHEREAS**, single source notification was posted from May 1<sup>st</sup>, 2018 through May 8<sup>th</sup>, 2018, a period of seven (7) days to confirm that VENDOR is the single source; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on July 1, 2018 and conclude on June 30, 2021. The term of the Agreement may, by mutual agreement in writing between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

## 2.02 Definitions

- (a) **Covered Equipment:** The equipment as set forth in the attached Equipment List (Schedule A) for which Services are to be provided under this Agreement.
- (b) **Equipment Failure:** The failure under normal and expected working conditions and operation of moving parts or electronic components that are part of the Covered Equipment.
- (c) **Scheduled Service Visits:** The on-site labor visits required to perform VENDOR recommended inspections and preventive maintenance on Covered Equipment.
- (d) **Scheduled Service Materials:** The materials required to perform Scheduled Service Visits on Covered Equipment, such as grease, lubricants and sprays, depending on the Covered Equipment.
- (e) **Repair Labor:** 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.
- (f) **Repair Materials:** 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 VENDOR's option, Repair Materials may be new, used, or reconditioned.
- (g) **Service:** The agreed upon work, materials, labor, service visits, repairs and the Scheduled Service Visits, Scheduled Service Materials, Repair Labor, and/or Repair Materials, as applicable, to be provided by VENDOR pursuant to and expressly defined in this Agreement.

## 2.03 Description of Goods or Services Provided.

(a) As part of the Service Plan Methodology, VENDOR shall dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and SBBC's facility procedures and protocols. A high level overview of the service delivery process is outlined below:

1) Scheduling: Preventative maintenance service will be scheduled using VENDOR's automated service management system. In advance of the scheduled service visit, VENDOR's technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, VENDOR's customer service agent will call or e-mail SBBC's on-site contact to let SBBC 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 SBBC's records;

2) Emergency Service: 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 VENDOR's customer service agent. After hours, weekends and holidays, the emergency service number transfers to the VENDOR's after-hours call center and on-call technicians are dispatched as needed. VENDOR is committed to dispatching a technician within hours of receiving SBBC's call through the service line. A work order is e-mailed, faxed or printed for SBBC's records;

3) Approval Process for Non-Covered Items: VENDOR will adhere to SBBC's procurement process. No work will be performed outside of the agreement scope without prior approval. VENDOR will work with you closely to ensure SBBC's procurement process is followed before any non-covered item work is started;

(b) Summary of Services and Options:

1) Comprehensive and Operational Inspections: During comprehensive and operational inspections, VENDOR 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.

2) Chiller Tube Brushing: Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. VENDOR's technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option..

3) Vibration Analysis - Chiller: VENDOR maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from SBBC's chiller is collected by VENDOR's personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows SBBC to identify and correct potential issues before they cause unscheduled downtime..

(c) 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 Equipment List attached hereto and incorporated herein as **Schedule A**.

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

2.04 **Cost of Goods or Services.** SBBC shall pay VENDOR for satisfactory services rendered under this Agreement in accordance with the following schedule. Total Cost of Services will be paid to VENDOR in Monthly installments. All payments will be due and payable net 30 days of the invoice date.

Year	Total Annual Dollar Amount	Payment Frequency	Monthly Payment
Year 1	\$ 171,752.00	Monthly	\$ 14,312.66
Year 2	\$ 171,752.00	Monthly	\$ 14,312.66
Year 3	\$ 171,752.00	Monthly	\$ 14,312.66

2.05 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Proposal submitted by VENDOR

2.06 **Service Coverage.**

- (a) **Premium Coverage:** Means BASIC COVERAGE as well as Repair Labor, plus Repair Material if elsewhere noted in the Agreement for Covered Equipment.
- (b) **Extended Service:** Means service for repairs performed outside VENDOR’s normal business hours.
- (c) If services are performed or materials, parts or equipment provided beyond the scope or time period covered by the Service Coverage option selected by SBBC or the agreed upon Services, SBBC agrees to pay VENDOR’s standard fee and/or hourly rates for all additional services, materials, parts and/or equipment.

2.07 **Initial Equipment Inspection Necessary for Premium Coverage:** VENDOR shall inspect the Covered Equipment within 45 days of the date of this Agreement or as seasonal or operational conditions permit. VENDOR will then advise SBBC if VENDOR finds any Covered Equipment not in working order or in need of repair. With the SBBC’s approval, VENDOR will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at VENDOR’s standard fee and/or hourly rates for parts and labor in effect at that time. If the SBBC does not want VENDOR to do the work identified by VENDOR, any such impacted equipment will be removed from the list of Covered Equipment and the price of this Agreement will be adjusted accordingly. Should SBBC not make recommended repairs or proceed with the modified PREMIUM COVERAGE, VENDOR reserves the right to invoice SBBC for the cost of the inspection depending upon the time and expense involved.

**2.08 Standard of Care and Warranties:** VENDOR 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 VENDOR provided SBBC notifies VENDOR no later than one (1) calendar year from the date the Services were performed. If a part or equipment is installed as part of VENDOR's Services, VENDOR warrants that the installed part or equipment will be free from defects in workmanship and material until the end of the contract term or for one (1) year from the date on which VENDOR installs the part or equipment, whichever is earlier. SBBC acknowledges that re-performance (repair or replace), as provided herein, shall be its exclusive and only remedy with regards to any warranty claim under this Agreement. In order to assert a warranty claim, SBBC must provide written notice to VENDOR of its claim during the applicable warranty period. SBBC understands VENDOR is a provider of services under this Agreement and shall not be considered a merchant or a VENDOR of goods. SBBC FURTHER 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 AND FITNESS FOR A PARTICULAR PURPOSE.

**2.09 Exclusions:** VENDOR's Services and Warranty obligations do not include failures beyond VENDOR's reasonable control, including: (i) Acts of God, (ii) abuse or misuse of covered Equipment, (iii) alterations, adjustments, attachments, combinations, modifications, or repairs to Equipment not performed or provided by VENDOR, (iv) items caused by or related to equipment not covered by this Agreement, (v) operator error, (vi) use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer (including use with improper water treatment or contaminated water), and site-related problems, including power failures and fluctuations in electrical current (or "power surges") or failure to keep the site clean and free of dust, sand and other particles or debris, unless such conditions are previously expressly acknowledged by VENDOR in writing, (vii) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/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, (viii) service calls resulting from the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather, (ix) service calls required because VENDOR had previously been denied access to the covered Equipment, (x) disposal of hazardous wastes, (xi) replacement of obsolete parts.

**2.10 SBBC Commitments to VENDOR:**

(a) The SBBC warrants it has given VENDOR all information concerning the condition of the Covered Equipment.

(b) The SBBC agrees and warrants that, during the Term of this Agreement, the SBBC will:

- 1) Operate the Covered Equipment according to the manufacturer's and VENDOR's recommendations;
- 2) Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer and VENDOR;

- 3) Provide an adequate environment for Covered Equipment as recommended by the manufacturer and VENDOR, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- 4) Notify VENDOR promptly of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- 5) Allow VENDOR to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that VENDOR can perform the Services required under this Agreement; and
- 6) As applicable, provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment.

2.11 **Payment Obligation.** SBBC shall pay all proper and appropriate invoices for satisfactory work performed net 30 days. In issuing any purchase order related to or arising out of this Agreement and notwithstanding any language to the contrary therein, SBBC acknowledges and agrees that any and all VENDOR invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that SBBC shall not make, nor will VENDOR accept, payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device.

2.12 **Asbestos, Mold, and Hazardous Materials.** SBBC shall supply VENDOR information in its possession relating to the presence of asbestos-containing materials (“ACM”) in areas where work or services will be performed. If SBBC or VENDOR suspects that any ACM may be disturbed by VENDOR’s services, it shall immediately stop performing the services in the affected area. SBBC shall be responsible at its sole expense for addressing the presence of ACM and must provide a certificate of abatement before VENDOR will be obligated to perform or continue its Services; unless VENDOR had actual knowledge that ACM was present and acted with intentional disregard of that knowledge. VENDOR is responsible for disposing of any hazardous materials that it uses in providing the work and services. SBBC shall supply VENDOR with any information in its possession relating to the presence of hazardous materials if their presence may affect VENDOR’s work or services. If either SBBC or VENDOR becomes aware of or suspects the presence of Non-VENDOR hazardous materials that may interfere with work or services, VENDOR shall immediately stop the work or services in the affected area and notify the other’s contacts. “Hazardous Materials” specifically includes mold. VENDOR shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold. SBBC shall be responsible at its sole expense for removing and disposing of Non-VENDOR Hazardous Materials and the remediation of any areas impacted by the release of the Non-VENDOR Hazardous Materials, unless VENDOR had actual knowledge that Non-VENDOR Hazardous Materials were present and acted with intentional disregard of that knowledge. Hazardous Materials remain the property and the responsibility of the SBBC even when removed from equipment or replaced by VENDOR as provided by the terms of this Agreement. The SBBC shall be responsible for the proper storage and disposal of Hazardous Materials. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

2.13 **VENDOR's Intellectual Property:** VENDOR shall retain all right, title and interest in any (a) work provided to SBBC, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by VENDOR in the creation of the Deliverables or performance of the Services, whether known to VENDOR prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Agreement. Ownership of all Deliverables and Know-How shall vest solely in VENDOR 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 VENDOR. 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 VENDOR 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.

2.14 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute

grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.15 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

- |                 |  |
|-----------------|--|
| To SBBC:        | Superintendent of Schools<br>The School Board of Broward County, Florida<br>600 Southeast Third Avenue<br>Fort Lauderdale, Florida 33301               |
| With a Copy to: | Director of Procurement & Warehousing Services<br>The School Board of Broward County, Florida<br>7720 West Oakland Park Blvd<br>Sunrise, Florida 33351 |
| To VENDOR:      | Bruce Barberio – Truck Based Service Manager<br>Johnson Controls, Inc.<br>15901 SW 29 Street, Suite 801, Miramar, Florida 33027                        |
| With a Copy to: | John Garnecki – Branch Service Manager<br>Johnson Controls, Inc.<br>15901 SW 29 Street, Suite 801, Miramar, Florida 33027                              |



2.16 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.17 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.18 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.19 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

## 2.20 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement,

disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.21 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.22 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.23 **Incorporation by Reference.** **Schedule A** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual

expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**FOR VENDOR:**

(Corporate Seal)

JOHNSON CONTROLS, INC

[Insert Exact Legal Name of the other Party]

ATTEST:

By [Signature]  
[Insert name and title of person signing]

JOHN GARNECKI - BRANCH SERVICE MGR

\_\_\_\_\_, Secretary

-OR-

Donna Miller  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21<sup>ST</sup> day of MAY, 2018 by JOHN GARNECKI of

JOHNSON CONTROLS, INC., on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:  
OCT 7, 2018

[Signature]  
Signature - Notary Public

(SEAL)

DONNA SHERLOCK  
Printed Name of Notary



FF 166618  
Notary's Commission No.

## Schedule A - Equipment List

**BCPS - ATLANTIC VOTECH**

**MARGATE, FL 33063-3967**

### Chiller, Water Cooled, High Pressure Centrifugal, 250-449 Tons

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Chiller  
Style: Water Cooled  
Type: Low Pressure Centrifugal  
Size: 250-449 Tons  
Year to Be Activated: Year 1

#### Services Provided

3 Operational  
1 Oil Sample and Analysis  
1 Condenser Tube Brushing (removal and replacement of one head only)  
1 Vibration Analysis  
1 Comprehensive

Asset #

Manufacturer

Model #

Serial #

### Controls, JCI ASC, UNT Controller

Quantity: 3  
Coverage Level: Premium 24x7  
Equipment: Controls (Controller/End Devices)  
Style: Metasys Performance Verification  
Type: Johnson Controls  
Size: 1 Engine

#### Services Provided

4 Performance Verification

Asset #

Manufacturer

Model #

Serial #

### Cooling Tower, Gravity Distribution, <300 Tons

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Cooling Tower  
Style: Gravity Distribution  
Type: <300 Tons  
Size: NA  
Year to Be Activated: Year 1

#### Services Provided

1 Comprehensive  
3 Operational

Asset #

Manufacturer

Model #

Serial #

### Heat Exchanger-All

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Heat Exchanger-All  
Style: NA  
Type: NA  
Size: NA

#### Services Provided

1 Comprehensive

Asset #

Manufacturer

Model #

Serial #

**Pump, Circulating, 11-50 HP**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Plumbing  
Style: Sanitary Sewer  
Type: 200-300 FT  
Size: NA

**Services Provided**  
1 Operational

Asset #

Manufacturer

Model #

Serial #

**Pump, Condenser, 11-50 HP**

Quantity: 3  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Condenser  
Type: 11-50 HP  
Size: NA  
Year to Be Activated: Year 1

**Services Provided**  
1 Comprehensive  
3 Operational

Asset #

Manufacturer

Model #

Serial #



**Pump, Circulating, 11-50 HP**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Circulating  
Type: 11-50 HP  
Size: NA

**Services Provided**

3 Operational  
1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Pump, Condensate, 11-50 HP**

Quantity: 3  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Condensate  
Type: 11-50 HP  
Size: NA

**Services Provided**

1 Comprehensive  
3 Operational

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Chillers**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Chiller  
Style: Water Cooled  
Type: Screw (Single Compressor)  
Size: <250 Tons

**Services Provided**

- 1 Condenser Tube Brushing (removal and replacement of one head only)
- 1 Vibration Analysis
- 1 Oil Sample and Analysis
- 3 Operational
- 1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Controls**

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Controls (Controller/End Devices)  
Style: Metasys Performance Verification  
Type: Johnson Controls  
Size: 1 Engine

**Services Provided**

- 1 Performance Verification

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Heat Exchanger-All**

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Heat Exchanger-All  
Style: NA  
Type: NA  
Size: NA

**Services Provided**

- 1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Pump - Circulating**

Quantity: 4  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Circulating  
Type: 11-50 HP  
Size: NA

**Services Provided**

- 1 Comprehensive
- 3 Operational

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**BCPS - CORAL SPRINGS HIGH SCHOOL**

**CORAL SPRINGS, FL 33065-2249**

**Pump, Condensate, 11-50 HP**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Condensate  
Type: 11-50 HP  
Size: NA

**Services Provided**

3 Operational  
1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

---

**Chiller, WC, Screw, 126-200T**

Quantity: 1  
 Coverage Level: Premium 24x7  
 Equipment: Chiller  
 Style: Water Cooled  
 Type: Screw (Multiple Compressors)  
 Size: 121-240 Tons

**Services Provided**

- 1 Condenser Tube Brushing (removal and replacement of one head only)
- 1 Vibration Analysis
- 1 Oil Sample and Analysis
- 3 Operational
- 1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Controls**

Quantity: 3  
 Coverage Level: Premium 24x7  
 Equipment: Controls (Controller/End Devices)  
 Style: Metasys Performance Verification  
 Type: Johnson Controls  
 Size: 1 Engine

**Services Provided**

- 4 Performance Verification

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Cooling Tower**

Quantity: 1  
 Coverage Level: Premium 24x7  
 Equipment: Cooling Tower  
 Style: Gravity Distribution  
 Type: <300 Tons  
 Size: NA

**Services Provided**

- 3 Operational
- 1 Comprehensive
- 1 Tower Cleaning

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Heat Exchanger**

Quantity: 1  
 Coverage Level: Premium 24x7  
 Equipment: Heat Exchanger-All  
 Style: NA  
 Type: NA  
 Size: NA

**Services Provided**

- 1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**



**Pump -Condensate**

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Condensate  
Type: 11-50 HP  
Size: NA

**Services Provided**

3 Operational  
1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**BCPS - PARK SPRINGS ELEM****CORAL SPRINGS, FL 33067-2166****Chiller, WC, Screw, 126-200T**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Chiller  
Style: Water Cooled  
Type: Screw (Single Compressor)  
Size: <250 Tons

**Services Provided**

1 Oil Sample and Analysis  
1 Condenser Tube Brushing (removal and replacement of one head only)  
1 Vibration Analysis  
1 Comprehensive  
3 Operational

**Asset #****Manufacturer****Model #****Serial #****Controls**

Quantity: 3  
Coverage Level: Premium 24x7  
Equipment: Controls (Controller/End Devices)  
Style: Metasys Performance Verification  
Type: Johnson Controls  
Size: 1 Engine

**Services Provided**

4 Performance Verification

**Asset #****Manufacturer****Model #****Serial #****Cooling Tower 76-250 Ton**

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Cooling Tower  
Style: Gravity Distribution  
Type: <300 Tons  
Size: NA

**Services Provided**

1 Comprehensive  
3 Operational  
1 Tower Cleaning

**Asset #****Manufacturer****Model #****Serial #****Heat Exchanger**

Quantity: 1  
Coverage Level: Premium 24x7  
Equipment: Heat Exchanger-All  
Style: NA  
Type: NA  
Size: NA

**Services Provided**

1 Comprehensive

**Asset #****Manufacturer****Model #****Serial #**

**Pumps - Circulating**

Quantity: 2  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Circulating  
Type: 11-50 HP  
Size: NA

**Services Provided**

1 Comprehensive  
3 Operational

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

**Pumps - Condenser**

Quantity: 3  
Coverage Level: Premium 24x7  
Equipment: Pump  
Style: Condenser  
Type: 11-50 HP  
Size: NA

**Services Provided**

3 Operational  
1 Comprehensive

**Asset #**

**Manufacturer**

**Model #**

**Serial #**

# Equipment Tasking

## Chiller, Water Cooled, 250-449 Tons

Comprehensive	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li><li>Use appropriate hand gloves on worksite</li><li>Use and follow the JCI safety policy for Fall Protection while performing work</li><li>Use and follow the JCI Ladder Safety processes while performing work</li><li>Use and follow the JCI Lock-out Tag-out on all electrical machinery</li><li>Use appropriate Arc/flash personal protective equipment on voltages over 240 volts</li><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Review control panel for proper operation and recorded fault histories</li><li>Check compressor oil level(s)</li><li>Change oil filters (isolation valves must be present and functional)</li><li>Change oil eductor filter dryer (isolation valves must be present and functional)</li><li>Check for proper purge operation</li><li>Verify leak integrity of machine via purge count</li><li>Lubricate and check capacity control and linkage</li><li>Verify oil heater operation</li><li>Check and tighten electrical connections</li><li>Perform preventative procedures to flow proving devices</li><li>Lubricate motor bearings (per manufacturer's recommendations)</li><li>Check for unusual noise and vibration</li><li>Check overall condition of unit</li><li>Remove and dispose any debris from any maintenance activity</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
Condenser Tube Brushing (removal and replacement of one head only)	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li><li>Use appropriate hand gloves on worksite</li><li>Use and follow the JCI safety policy for Fall Protection while performing work</li><li>Use and follow the JCI Ladder Safety processes while performing work</li><li>Use and follow the JCI Lock-out Tag-out on all electrical machinery</li><li>Use appropriate Arc/flash personal protective equipment on voltages over 240 volts</li><li>Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment</li><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Isolate tubes</li><li>Drain water from tubes</li><li>Remove head</li><li>Mechanically brush tubes</li><li>Replace gasket</li><li>Replace head</li><li>Remove and dispose any debris from any maintenance activity</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
Oil Sample and Analysis	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li></ul>

Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
Use and follow the JCI process for handling and working with Used Oil  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Remove sample in approved container  
Drop off for analysis  
Label and complete paperwork indicating present operating conditions  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for proper condenser and chilled water flow  
Check system pressures and temperatures  
Check refrigerant levels  
Check compressor oil level(s)  
Check capacity control and linkage  
Check for proper oil temperature and pressure  
Verify leak integrity of machine via purge count  
Visually inspect for refrigerant and oil leaks  
Check for unusual noise and vibration  
Check overall condition of unit  
Record oil level in seal oil bottle  
Check for proper operation of oil return system  
Record and log all operating parameters  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Vibration Analysis

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Record equipment specific information for reference  
Install pads and labels (if applicable)  
Install sensors in proper location.  
Start equipment and run at normal operating conditions.  
Record readings and remove sensors.  
Submit readings for report generation and deliver to customer with recommendations.  
Document tasks performed during visit and report any observations to appropriate customer representative

## Chiller, Water Cooled, Screw (Multiple Compressors), 121-240 Tons

### Comprehensive

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
- Use and follow the JCI process for handling and working with Used Oil
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Conduct refrigerant leak check
- Check oil separator level
- Verify oil heater operation
- Perform lock-out and tag-out procedure
- Inspect contactors for wear
- Meg compressor motors and record results
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices
- Check for unusual noise and vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### Condenser Tube

Brushing (removal and replacement of one head only)

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
- Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Isolate tubes
- Drain water from tubes
- Remove head
- Mechanically brush tubes
- Replace gasket
- Replace head
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

### Oil Sample and Analysis

- Use appropriate eye protection in work environment
- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work

Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
Use and follow the JCI process for handling and working with Used Oil  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Remove sample in approved container  
Drop off for analysis  
Label and complete paperwork indicating present operating conditions  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for proper condenser and chilled water flow  
Check system pressures and temperatures  
Check refrigerant charge (sight glass)  
Check oil separator level  
Check for proper capacity control operation  
Check for proper oil temperature and pressure  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check overall condition of unit  
Check for proper operation of oil return system  
Record and log all operating parameters  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Vibration Analysis

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Record equipment specific information for reference  
Install pads and labels (if applicable)  
Install sensors in proper location.  
Start equipment and run at normal operating conditions.  
Record readings and remove sensors.  
Submit readings for report generation and deliver to customer with recommendations.  
Document tasks performed during visit and report any observations to appropriate customer representative

## Chiller, Water Cooled, Screw (Single Compressor), <250 Tons

Comprehensive	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li><li>Use appropriate hand gloves on worksite</li><li>Use and follow the JCI safety policy for Fall Protection while performing work</li><li>Use and follow the JCI Ladder Safety processes while performing work</li><li>Use and follow the JCI Lock-out Tag-out on all electrical machinery</li><li>Use appropriate Arc/flash personal protective equipment on voltages over 240 volts</li><li>Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants</li><li>Use and follow the JCI process for handling and working with Used Oil</li><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Review control panel for proper operation and recorded fault histories</li><li>Conduct refrigerant leak check</li><li>Check oil separator level</li><li>Record oil level in seal oil bottle</li><li>Change oil filters (isolation valves must be present and functional)</li><li>Change oil eductor filter dryer (isolation valves must be present and functional)</li><li>Verify oil heater operation</li><li>Check and tighten electrical connections</li><li>Perform preventative procedures to flow proving devices</li><li>Lubricate motor bearings (per manufacturer's recommendations)</li><li>Check for unusual noise and vibration</li><li>Check overall condition of unit</li><li>Remove and dispose any debris from any maintenance activity</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
Condenser Tube Brushing (head removal by customer)	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li><li>Use appropriate hand gloves on worksite</li><li>Use and follow the JCI safety policy for Fall Protection while performing work</li><li>Use and follow the JCI Ladder Safety processes while performing work</li><li>Use and follow the JCI Lock-out Tag-out on all electrical machinery</li><li>Use appropriate Arc/flash personal protective equipment on voltages over 240 volts</li><li>Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment</li><li>All work must be performed in accordance with Johnson Controls safety policies</li><li>Check with appropriate customer representative for operational deficiencies</li><li>Mechanically brush tubes</li><li>Remove and dispose any debris from any maintenance activity</li><li>Document tasks performed during visit and report any observations to appropriate customer representative</li></ul>
Condenser Tube Brushing (removal and replacement of one head only)	<ul style="list-style-type: none"><li>Use appropriate eye protection in work environment</li><li>Use appropriate Head protection on worksite</li><li>Use appropriate hand gloves on worksite</li><li>Use and follow the JCI safety policy for Fall Protection while performing work</li><li>Use and follow the JCI Ladder Safety processes while performing work</li><li>Use and follow the JCI Lock-out Tag-out on all electrical machinery</li><li>Use appropriate Arc/flash personal protective equipment on voltages over 240 volts</li><li>Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment</li><li>All work must be performed in accordance with Johnson Controls safety policies</li></ul>



Check with appropriate customer representative for operational deficiencies  
Isolate tubes  
Drain water from tubes  
Remove head  
Mechanically brush tubes  
Replace gasket  
Replace head  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

Oil Sample and Analysis Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
Use and follow the JCI process for handling and working with Used Oil  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Remove sample in approved container  
Drop off for analysis  
Label and complete paperwork indicating present operating conditions  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Review control panel for proper operation and recorded fault histories  
Check for proper condenser and chilled water flow  
Check system pressures and temperatures  
Check refrigerant charge (sight glass)  
Check oil separator level  
Check for proper capacity control operation  
Check for proper oil temperature and pressure  
Check for visual signs of refrigerant/oil leak(s)  
Check for unusual noise and vibration  
Check overall condition of unit  
Record oil level in seal oil bottle  
Check for proper operation of oil return system  
Record and log all operating parameters  
Document tasks performed during visit and report any observations to appropriate customer representative

Vibration Analysis Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite

Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Record equipment specific information for reference  
Install pads and labels (if applicable)  
Install sensors in proper location.  
Start equipment and run at normal operating conditions.  
Record readings and remove sensors.  
Submit readings for report generation and deliver to customer with recommendations.  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Controls (Controller/End Devices), Metasys Performance Verification, Johnson Controls, 1 Engine**

Performance Verification Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans  
Execute Performance Verification to identify abnormal supervisory device communications.  
Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).  
Back up all supervisory controllers and OWS/server devices  
Archive object database for Metasys system  
Ensure security database is consistent across devices and that default passwords have been changed  
Back up all server repository databases (e.g. trends, alarms, etc.)  
Document tasks performed during visit and report any observations to appropriate customer representative  
Complete and review the Performance Verification Summary report with the customer.

### **Cooling Tower, Gravity Distribution, <300 Tons**

Comprehensive Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI Legionella/Legionnaires' Disease process while working on cooling towers.  
All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies  
Check condition of sump and basin  
Check for proper operation of make up water controller and adjust as needed  
Disassemble and clean sump level sensor (if applicable)  
Check for proper condenser water temperature control (if applicable)  
Check operation of bypass valve (if applicable)  
Check condition of tower fill  
Check for blockage in water distributors  
Check fan mechanical drive system and lubricate per manufacturer's recommendation  
Check belt(s) (if applicable)  
Check and tighten electrical connections  
Check operation of basin heater (if applicable)  
Check tower sump screens  
Check for unusual noise and vibration  
Check overall condition of unit  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI Legionella/Legionnaires' Disease process while working on cooling towers.  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check condition of sump and basin  
Check for proper operation of make up water controller  
Check for proper condenser water temperature control (if applicable)  
Check operation of bypass valve (if applicable)  
Check condition of tower fill  
Check for blockage in water distributors  
Check fan mechanical drive system  
Check belt(s) (if applicable)  
Check operation of basin heater (if applicable)  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Tower Cleaning

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
Use and follow the JCI Legionella/Legionnaires' Disease process while working on cooling towers.  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Drain tower and basin

Remove soot and debris  
Clean basin  
Fill tower and basin  
Remove and dispose any debris from any maintenance activity  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Heat Exchanger-All**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Check with appropriate customer representative for operational deficiencies  
Check operating and safety controls, adjust as needed  
Inspect for system leaks  
Inspect structural elements and mounting points for vibration, corrosion, damage and secureness (Document any problems and corrections)  
Check for fouling  
Confirm system flow  
Clean area around equipment  
Complete any required maintenance checklists, report observations to appropriate customer representative

### **Plumbing, Sanitary Sewer, 200-300 FT**

Operational

Use appropriate eye protection in work environment  
Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Check with appropriate customer representative for operational deficiencies  
Complete any required maintenance checklists, report observations to appropriate customer representative

### **Pump, Circulating, 11-50 HP**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check coupling  
Lubricate pump and motor bearing(s) per manufacturer's recommendation  
Record and log all operating parameters  
Check for unusual noise and vibration

Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Pump, Condensate, 11-50 HP**

Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check coupling  
Lubricate pump and motor bearing(s) per manufacturer's recommendation  
Record and log all operating parameters  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration

Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

### **Pump, Condenser, 11-50 HP**

#### Comprehensive

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check coupling  
Lubricate pump and motor bearing(s) per manufacturer's recommendation  
Record and log all operating parameters  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative

#### Operational

Use appropriate eye protection in work environment  
Use appropriate Head protection on worksite  
Use appropriate hand gloves on worksite  
Use and follow the JCI safety policy for Fall Protection while performing work  
Use and follow the JCI Ladder Safety processes while performing work  
Use and follow the JCI Lock-out Tag-out on all electrical machinery  
Use appropriate Arc/flash personal protective equipment on voltages over 240 volts  
All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Check for leaks  
Check pressures  
Visually inspect coupling  
Check for unusual noise and vibration  
Check overall condition of unit  
Document tasks performed during visit and report any observations to appropriate customer representative