

STATE CERTIFIED CONTRACTOR
CAC 1815815

2020-5503

AGREEMENT NO.



Imagine School at Broward
9001 Westview Drive
Coral Springs, FL 33067

Unlimited Labor Agreement

BISCAYNE AIR CONDITIONING, INC.
3801 SW 47th Avenue, Ste. 504 • Davie, FL 33314
Dade: (305) 685-6556 • Hollywood: (954) 925-1729
Broward: (954) 566-4677 • Fax: (305) 685-6559

This Unlimited Labor Agreement applies to the equipment specified below, located at:

9001 Westview Drive, Coral Springs, FL 33067

EQUIPMENT

MAKE

MODEL

SER. NO.

SIZE

29 A/C Units
Commercial Refrigeration Equipment
18 VAV Boxes

Biscayne Air Conditioning, Inc. will hereafter be known as BAC and Imagine School at Broward, will hereafter be referred to as "Customer". This agreement is effective from August 1, 2020 to July 31, 2021, unless otherwise noted or agreed upon.

UNLIMITED LABOR AGREEMENT DETAILS

MAINTENANCE PLAN:

Our Programs are designed to protect and extend the life of The Customer's HVAC equipment covered by this Agreement and to maintain a comfortable and safe environment for The Customer's occupants. This agreement will be initiated, administered, monitored and updated to maintain the highest level of service for The Customer. The maintenance will be scheduled, on a regular basis by BAC, in accordance with this agreement. This Agreement will allow BAC to identify and correct or notify The Customer of most potential failures long before they cause any emergency shutdowns.

TECHNICIANS:

Trained and skilled technicians will perform the work required under this Agreement. All work will be professionally performed by professional technicians who are licensed and/or certified HVAC mechanics, advanced service procedures, state-of-the-art tools and service instrumentation. Ongoing training is given to BAC service technicians to assure maximum service performance. All employees performing work have passed drug screen and criminal background checks in accordance with the Jessica Lunsford act, all applicable Florida statutes and the laws, policies and requirements of Broward County, Florida.

QUALITY OF PERFORMANCE:

BAC is committed to providing quality service to its customers within the provisions, terms and conditions of this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS:

BAC will comply with all governmental laws or regulations concerning the proper handling of CFC's (Chloro Fluoro Carbons). Detection may be accomplished using a combination of visual inspection, electronic detection, ultraviolet/die detection or other approved detection procedures. BAC maintains high levels of insurance coverage in all areas, worker's compensation, liability and vehicle.

SCOPE OF SERVICE:

The tasking procedures set up to service the equipment were PROVIDED BY CUSTOMER for this Agreement. PM's are schedule on a monthly basis. There will be 12 maintenances per year.

EMERGENCY SERVICES:

BAC will maintain one point of contact call center (305-685-6556), 365 days per year, 24 hours per day.

PROACTIVE MAINTENANCE REPORTS:

Proactive Maintenance reports are used to assure consistent communications between The Customer and BAC.

COVERAGE/SCOPE OF WORK

Furnish all labor necessary to inspect the subject equipment to maintain it in good operating condition. Replacement parts, materials, and shop repairs, are not included.

The BAC Monthly Maintenance Inspection Program shall include the following services regularly inspecting the equipment at least 12 times a year and on each inspection, perform all services as follows on an "as needed" basis:

- Inspect equipment for refrigerant leaks
- Inspect and adjust controls and thermostats
- Inspect and adjust valves
- Inspect air filters
- Inspect and adjust belt tension
- Lubricate all moving parts
- Check condensing unit for overall condition
- Check air handler for overall condition
- Check evaporative condensers and water cooling towers for overall condition, lubrication and cleanliness
- Check electric motors and pumps for overall condition
- Check all electrical wiring
- Check and clean drip pans
- Check unit for proper operating temperatures and pressures as required
- Check compressors for proper amperage loads
- Clean motor housing, as required
- Clean compressor electrical terminals
- Includes one filter change per month.

In the event that major parts are required to correct any deviation from normal operating standards, the owner will be notified before corrective action is taken. Major/Large Parts Examples: Compressors, coils, fan blades, etc. Minor items found during our inspection will be corrected on the spot. Minor/Small Parts Examples: Contactors, capacitors, small motors, thermostats, etc.

Provide emergency service as needed between inspections during normal working hours. Normal working hours are Monday through Friday, 8:30am EST, to 5:00pm EST. After Hours (outside of normal working hours), are billable at \$85.00 per hour. Acts of God (i.e., hurricanes, tropical storms, floods, thunderstorms, electrical storms), are billable at \$125.00 per hour.

Furnish you with a completed copy of the Service Engineer's Report indicating what repairs, if any, were necessary resulting from each inspection.

Instruct you in the operation of equipment to provide for greatest operating efficiency.

Give BAC planned service contract holders preferential service over all other types of service activity normally undertaken by us.

EXCLUSIONS

- Cabinets and Ductwork. Water supply and drain beyond the subject equipment proper.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment. Repair due to unexpected freezing.
- Work made necessary by the enforcement of government of building codes, hurricanes or acts of war.
- Installation of Customer supplied parts.
- Moving or relocating the apparatus.
- Coil Cleanings.

GENERAL

INDEMNIFICATION:

BAC shall be liable for and shall indemnify, defend, and hold harmless Customers, their parent, subsidiary and affiliated companies, landlord, if any, as well as all of Customers Board Members, officers, agents, and employees, in their official or individual capacity from all claims, suits, judgments, or damages, including reasonable attorney's fees and costs, arising out of any damage to property, including damage to the equipment being serviced by BAC or injury or death of any person which was caused by the negligent act(s) or omissions and intentional or criminal misconduct of BAC, its directors, officers or employees. BAC's inability to evaluate liability or its evaluation of liability shall not excuse BAC's duty to defend and indemnify (provided that BAC's negligent, intentional or criminal acts or omissions serve as the basis for the claim against Customers) within ten (10) days after such notice by BAC is received by Certified Mail. BAC shall pay all reasonable costs and reasonable fees related to this obligation and its enforcement by Customers provided the negligent, intentional or criminal act or incident occurred during the performance by BAC in furtherance of the terms of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by Customers to which sovereign immunity may be applicable or as a waiver of any rights or limits to liability existing under section 768.28 F.S. This provision shall survive the expiration or termination of this contract.

WORKER'S COMPENSATION/EMPLOYERS' LIABILITY:

BAC shall, at its sole expense, provide, maintain and keep in force Workers' Compensation/Employers' Liability Insurance which shall conform to the following requirements:

- 1. Coverages:** BAC's insurance shall cover BAC (and to the extent permitted under this Agreement, ALL sub-contractors and their sub-contractors which are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Worker's Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.
- 2. Minimum Limits:** Subject to the restrictions found in the standard Worker's Compensation Policy, there shall be no maximum limit on the amount of coverage for statutory liability imposed by Florida Workers' Compensation Act or any coverage customarily insured under Part One of the Standard Worker's Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two – Employer's Liability of the Standard Worker's Compensation Policy (inclusive of any amounts provided by any umbrella or excess policy) shall be One Million Dollars (\$1,000,000) per occurrence.

INSURANCE:

- 1. Time to Submit:** As evidence of compliance with the insurance required by this Agreement, BAC shall furnish Customer with fully completed certificate(s) of insurance signed by an authorized representative of the insurer(s) providing coverages. Except as other specified in this Agreement the insurance shall commence prior to the start of this Agreement and shall be maintained in force without interruption, until this Agreement is terminated.
- 2. Notice of Cancellation:** Each certificate of insurance shall provide that Customer will be given no less than 30 days written notice prior to cancellation.
- 3. Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by BAC, BAC shall provide Customer evidence of the renewal or replacement of the insurance no

less than thirty (30) days before the expiration or termination of its required insurance for which evidence was provided. Failure to provide proof of minimum insurance coverage may be considered by Customer to be a material breach and may be grounds for immediate termination of this Agreement by Customer, in its sole discretion.

4. **Acceptable Insurers:** Insurers providing the insurance required of Customer pursuant to this Agreement must meet the following minimum requirements: the insurer must have a Best's Rating of "A+" or better and a financial Size Category of "VI" or better, according to A.M. Best Company within the last thirty (30) days of certificate issuance.

Insurer Replacement: If an insurer shall fail to comply with the foregoing minimum requirements during a period when an insurer is providing the insurance required by this Agreement, BAC shall immediately notify Customer of such non-compliance upon its knowledge of same and shall immediately replace the insurance provided by an insurer meeting the requirements.

5. **Commercial General Liability Insurance:** BAC shall, at its sole expense, procure, maintain and keep in force Commercial General Liability Insurance which shall conform to the following requirements:

- a. **Liabilities Covered:** BAC shall provide commercial General Liability Insurance
- b. **Minimum Limits:** The minimum limits to be maintained by BAC (inclusive of any amounts provided by an umbrella or excess policy) shall be Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.

6. **Additional Insured:** BAC shall include Customer, Imagine Schools, Inc., and their Directors, Officers, Members, Employees, and Agents as "Additional Insured" on the required Commercial General Liability Insurance and required Automobile/Vehicle Liability Insurance policies. A copy of the declaration page listing these additional insured shall be provided prior to commencement of this contract.

TERMS

PAYMENT TERMS:

Payment due on the 1st of each month.

TERMINATION:

This contract may be terminated by either party with a 30-day written notice. BAC reserves the right to refuse service in the event of a past due balance.

SPECIAL CONDITIONS: IF MORE SCHOOLS ARE ADDED TO THE PM PROGRAM, WE WILL DISCOUNT THE EXISTING CONTRACTS.

ENTIRE AGREEMENT:

When executed by the parties and approved by BAC authorized representative, this Agreement contains the entire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in the Customer purchase order or otherwise) shall be binding upon BAC unless expressly agreed to in writing by BAC authorized representative. This contract supersedes all previous contracts.

AUTHORITY:

- The Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- The underlying Agreement shall be construed as if it were jointly prepared by each of the parties and there shall be no presumption that any ambiguity in the underlying Agreement shall be taken, interpreted, or construed against either party.

- If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.
- No failure of any party to enforce any term hereof shall be deemed to be a waiver.
- Each person signing this Agreement on behalf of any 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.
- BAC is an independent contractor and shall not by reason of its performance of the work contemplated herein become an agent or employee of Customer. No joint enterprise or partnership is intended by this agreement.

BAC planned service will be furnished for the sum of \$1,450.00 per month, effective from August 1, 2020 to July 31, 2021, unless otherwise noted or agreed upon, payable as per the Payment Terms listed on this Agreement.

YOUR ACCEPTANCE

_____ Customer

By _____

Title _____ Date _____

OUR APPROVAL

Contract No. 2019-5503

BISCAYNE AIR CONDITIONING, INC.

By James P. Clark 

Title: President Date: 04/24/2020