

**TERM CONTRACT FOR CHILLED WATER SYSTEMS
(RFP-604485-22/LNF)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **JOHNSON CONTROLS, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 5757 N. Green Bay Avenue, Milwaukee, Wisconsin 53209, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide complete preventative maintenance, repairs, and emergency services, and the replacement of worn or defective parts and devices for chilled water systems for Seminole County; and



WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of two (2) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.



(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.



Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.



Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that 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. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard

Workers' Compensation policy is required to be the following:

\$1,000,000.00 (Each Accident)
\$1,000,000.00 (Disease Aggregate)
\$1,000,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

Per Occurrence	\$2,000,000.00
Personal & Advertising	\$2,000,000.00
Injury Limit	
General Aggregate	\$4,000,000.00
Products and Completed Operations Aggregate	\$4,000,000.00
<u>Pollution Liability</u>	
Per Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

(3) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Facilities Management Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Johnson Controls, Inc.
P.O. Box 5981, X-81
Milwaukee, WI 53201

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.



Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:



JOHNSON CONTROLS, INC.

By: _____
CHRISTOPHER E. OSBORNE, President

Witness

Print Name

Date: _____

Witness

Print Name

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____

TAMMY ROBERTS,
Procurement Administrator

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20___, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/lpk

12/13/22 4/13/23

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Release Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance

Scope of Services

Chilled Water Systems Services

1. SCOPE OF WORK:

- 1.1. To provide prompt and professional service to achieve optimum performance of chilled water systems throughout Seminole County for the Seminole County Facility Management (FM). This contract will have a continuing system of preventative maintenance to provide necessary, systematic, periodic service, maintenance and repairs to chilled water equipment listed in this contract for locations within the identified sites as portrayed within Attachment 1.
- 1.2. Contractor shall provide **COMPLETE** preventative maintenance, repairs, and emergency services and replacement of worn or defective parts and devices for chilled water systems covered by this contract and billed as portrayed in Part 4, Price Proposal, Part 1 of this contract. This contract is **INCLUSIVE** of all PM's, repairs, replacements, and emergency service excluding other acts of God which will then be billed utilizing labor rates in Part 4, Price Proposal, Part 2 of this contract. Refer to Attachments 1 to 3 for the locations, covered equipment, and services, respectively. Contractor shall provide all new parts and materials; necessary tools, equipment, supervision, and labor to complete the maintenance, repairs and upgrades of all covered items as per the manufacturers' recommendation to ensure full operations of the equipment. All parts or materials used must be of equal or better quality than original. It is the Contractors' responsibility to remove all replaced parts and **materials from site**.

2. REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY's intent is to order from the CONTRACTOR all of the goods or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source. The COUNTY's requirements in this contract are estimated and there is no commitment by the COUNTY to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

3. DEFINITIONS AND IDENTIFICATION:

- 3.1. Call Back - Refers to a request which requires a check of covered equipment other than the regularly scheduled maintenance usually, during regular working hours.
- 3.2. Covered Equipment - The equipment for which services are to be provided under this contract. Covered Equipment is defined in Attachment 2 of this contract
- 3.3. Emergency Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Emergency call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and two (2) hours on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.
- 3.4. Nuisance Calls – Calls that are not due to a malfunction of one of the items listed as Covered Equipment or can be easily identified by the County's maintenance personnel.
- 3.5. Obsolete - No longer available (either used, new old stock, updated, upgraded or refurbished), etc.

- 3.6. Predictive Maintenance - An on-site diagnostic system that measures the actual usage of covered equipment with the aim of predicting failures before such failures occur, taking corrective action prior to any equipment malfunction and to be more cost effective. Such predictive maintenance, combined with scheduled preventive maintenance tasks will be done to ensure that components are adjusted, lubricated or replaced based on actual use and before performance deteriorates, to reduce downtime and inconvenience to the public and employees.
- 3.7. Preventive Maintenance (PM) - Scheduled maintenance inspections, tests, adjustments, cleaning and similar activities carried out with the intention of preventing malfunctions from occurring during operation.
- 3.8. Repair Labor - Includes labor necessary to restore Covered Equipment to working condition following an Equipment Failure.
- 3.9. Repair Materials - Includes materials necessary to restore Covered Equipment to working condition following an Equipment Failure and excludes total equipment replacement due to obsolescence. All Repair Materials are covered by the warranty as described herein.
- 3.10. Response Time - The time interval between when a dispatch operator receives a phone call from County to the time a service technician arrives on-site. Also, the time interval between the receipt of a call by the dispatch operator and the return call to County by Contractor's representative.
- 3.11. Routine Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Routine call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and next scheduled visit on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.
- 3.12. Upgrades/Updates - To improve the function/ability or to increase the value of the equipment or service.
- 3.13. Urgent Service Request - A request subject to a response time, to check a system other than regularly scheduled maintenance. Urgent call back service shall be requested by the Contract Administrator or their designated representative. Response time shall be within thirty (30) minutes by phone and twenty-four (24) hours on site unless other arrangements are made during phone response. This response time applies twenty-four (24) hours a day, seven (7) days a week.

4. **GENERAL:**

The Contractor shall provide a monthly all-inclusive price for comprehensive maintenance and repair services to all equipment associated with the County's Chilled Water Plant Systems identified in Attachment 2. Equipment includes but is not limited to chillers, cooling towers, refrigerant monitors and pump sets (motors/pumps). The Chilled Water Plant Systems provide cooling for essential County facilities.

- 4.1. Equipment listed in this contract includes but is not limited to Attachment 2 and is for equipment of similar size, type, manufacturer and make that may require maintenance and repair. Original Equipment Manufacturers (OEM) include:
 - 4.1.1. Carrier
 - 4.1.2. Daikin (McQuay)

4.1.3. Trane

4.1.4. York

4.2. The following list of tasks, but not limited to, are required throughout the term of the contract. The Contractor shall provide the following services to the County:

4.2.1. Emergency repair services for the Chillers and related equipment on a twenty-four (24) hours/day, seven (7) days a week, 365 days/year basis

4.2.2. Routine monthly, quarterly, and annual Preventive and Predictive Scheduled Services

4.2.3. Preventive and Predictive Maintenance and Repair service

4.2.4. Optional chiller related equipment repair and services upon request

4.2.5. All labor, parts and material, equipment, software (including, but not limited to, all mechanical, electrical, and electronic parts that are part of the Chilled Water Plant system) and supplies incident to such services.

4.3. The chiller maintenance and repair services (collectively, the "Services") shall be provided in such a manner to:

4.3.1. Maintain all equipment in continuous, energy efficient, operating condition in accordance with each manufacturer's specifications or installed as-built deigned conditions, and industry standards. This is to include Cooling Tower water treatment to minimize make-up water usage.

4.3.1.1. Operate on not less than five (5) cycles of concentration is required for air- conditioning cooling tower makeup water having a total hardness of less than eleven (11) grams per gallon (gr/gal) (188 milligrams per liter [mg/L]), expressed as calcium carbonate

4.3.1.2. Operate on not less than three and a half (3.5) cycles of concentration is required for air- conditioning cooling tower makeup water having a total hardness equal to or exceeding eleven (11) gr/gal (188 mg/L), expressed as calcium carbonate

4.3.2. Ensure optimum temperature control and maximum conservation of energy.

5. EQUIPMENT INSPECTION:

5.1. Initial Equipment Inspection:

5.1.1. Upon award, the Contractor will be given thirty (30) days to review, assess and present a Condition Assessment Report (CAP) for all equipment listed in Attachment 2. Along with the CAP the contractor will also present proposals to the County for repairs to all deficient equipment that does not meet manufacturer specifications identified in the assessment report. All other equipment not identified as needing repairs will immediately become the responsibility of the contractor after which all repairs and maintenance cost will be completed by the contractor at no additional cost to the monthly all-inclusive price for the equipment. After repairs are completed to equipment identified in the CAP, likewise the responsibility for all future maintenance and repairs, will be once again the responsibility of the Contractor at no additional cost to the monthly all-inclusive price for the equipment. Subject to County's approval, the Contractor shall perform the work necessary to put the Covered Equipment in proper working condition as per the manufacturer's specifications. This work shall be done at the hourly rates offered in the Bid Item Response Form.

5.1.2. In the event, the County decides not to allow the Contractor or a third party to

repair the equipment identified in the CAP, the deficiency shall not be the responsibility of the Contract and the price of this contract shall be adjusted accordingly.

5.1.3. Insulation for Chilled Water System equipment and piping:

Visible insulation on the equipment and piping in the chilled water plants will be inspected during the initial equipment inspection. All insulation deficiencies will be included in the CAP with a proposal for repairs or re-insulation, as applicable.

5.1.4. Vibration suppression for the equipment and piping in the chilled water plants will be inspected during the initial inspection. All deficiencies will be included in the CAP with a proposal for repairs, as applicable.

5.1.5. All Applicable Locations - Cooling Tower Water Treatment

The water treatment is included in Contractor pricing. During the initial inspection the Contractor will determine if the chemical treatment equipment is still functional. Comparable replacement of water treatment controllers and devices will be provided by Contractor.

5.1.6. The County will provide the service records for the last year, if available. Equipment that has not had an eddy current test within the last three (3) years on the condensers side and five (5) years on the evaporator side, the Contractor is to include a proposal with the CAP.

5.2. Final Equipment Inspection:

5.2.1. Prior to contract expiration and/or termination, the Contractor shall within a minimum of forty-five (45) days assess and present a final CAP for all equipment listed in Attachment 2. The final CAP will document the condition of the equipment and components. In the event the County or the Contractor elect not to renew the contract, a final inspection of sixty (60) days prior to contract expiration shall apply.

5.2.2. In the event the County, decides not to allow the Contractor or a third party to repair any deficiency identified in the final CAP, the deficiency shall not be the responsibility of the Contractor.

5.2.3. Upon termination of the contract, the final CAP and the information therein shall be used by the County as a statement of fact to the condition of the equipment.

5.2.4. The final CAP shall serve as the established condition of the equipment in Attachment 2 for comparison to the initial CAP of the new replacement contract.

5.2.5. In the event the initial CAP of the new replacement contract contradicts the final CAP of this contract; the County shall determine if the findings are accurate and immediately notify the Contractor of this contract.

5.2.6. The Contractor of this contract shall be responsible for cost incurred by the County for non-disclosed deficient equipment in the final CAP that results with necessary repairs to the equipment identified in the initial CAP of the new replacement contract.

6. QUALITY CONTROL:

6.1. The Contractor's performance and timely response to emergency service/repair calls shall be carefully monitored. Failure to adhere to the two (2) hours on site response time may give the cause to terminate or cancel the contract.

- 6.2. Complaints processed through the Purchasing Division are to be corrected within fourteen (14) days of formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints within fourteen (14) calendar days may result in the cancellation of this contract.

7. CONTRACT ENFORCEMENT:

- 7.1. In order to assure that Seminole County receives the quality of service and response necessary to ensure the comfort of the building tenants and achieve the maximum desired life cycle of the covered equipment, the Contract Administrator or their designated representative may impose adjustments to monthly maintenance charge to reflect the failure to perform in accordance with the contract.
- 7.2. Contractor agrees that the adjustment may be deducted from the monthly contract amount due, up to and including the full monthly contract price of the affected equipment.
- 7.3. After three (3) recorded like incidents within a twelve (12) month period, at any location receiving service under this contract, the Contractor shall be placed on written notice that each occurrence after that date will result in an adjustment per the schedule stated below. Where there is more than one piece of equipment at the location, the appropriate percentage will be deducted from the unit with the highest monthly amount.
- 7.4. Adjustments shall be based on the following schedule:
- 7.4.1. Late Response to emergency call backs (less than twenty-four (24) hours) will be adjusted ten percent (10%) of monthly charge per occurrence.
- 7.4.2. No Response to emergency call backs (greater than twenty-four (24) hours) will be adjusted twenty percent (20%) of the monthly charge per occurrence.
- 7.4.3. Non-performance will be adjusted ten percent (10%) of the monthly charge per occurrence.
- Deduction for non-performance shall include but not limited to, similar failure of equipment more than three (3) times for a total down time of five (5) days per air cooled chillers and fourteen (14) days for water cooled chillers, excluding response time, occurring within a twelve (12) month period.
- 7.4.4. Late invoice exceeding forty-five (45) days after completion of work or incorrectly prepared invoices returned to the vendor for correction will be adjusted ten percent (10%) of invoice per occurrence
- 7.5. In as much as it is the desire of the County to avoid such deductions, and to encourage the Contractor's compliance with the contract, there will be a limit to the number of times non-compliances with the contract will be tolerated. The Contract Administrator or their designated representative may, upon written notice to the Contractor, double the amount of the adjustment after the third (3rd) repeat offense incurring an adjustment within the same twelve (12) month period.

8. CONTRACTOR SERVICES AND RESPONSIBILITIES:

The Contractor shall provide repair parts, equipment, and labor and regular or routinely scheduled periodic service and maintenance tasks, at a fixed price, as specified in this contract and attachments for the covered equipment. The scope of services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and pre-requisites, and all labor, parts and materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

- 8.1. Contractor shall monitor overall performance of the County's equipment, taking into consideration enhancement engineering, Contractor current manufacturer's recommendations, reliability, productivity, operating cost, and changes in use. When Contractor identifies alterations, upgrades, retrofits, etc., which will benefit County, Contractor will suggest appropriate action.
- 8.2. Contractor shall provide competent supervision. Supervisor is required to be a State Licensed Mechanical Journeymen (unlimited tonnage) with a minimum of three (3) years of supervisory experience in the capacity of a State Licensed Mechanical Journeyman; and a minimum of three (3) years of chiller maintenance supervision of a large chiller service agreement (greater than five (5) chiller plants).
 - 8.2.1. Supervisor must be factory trained to perform all types of repairs both minor and major on the chillers and associated equipment (pumps, motors, cooling towers and chillers).
 - 8.2.2. Supervisor(s) assigned to this contract should be trained by the respective manufacturer of each chiller type listed in this contract at the time of award. If not, the supervisor(s) must have a minimum of five (5) years of experience supervising chiller service contracts of similar nature with various locations and equipment (greater than five (5)). Proof of training and/or experience should be submitted with the bid response but within three (3) days of the County's request e.g. certificates, resumes, etc.
- 8.3. Contractor shall utilize only experienced responsible people in the performance of work. Field mechanics/technicians are required to be a State Licensed Mechanical Journeymen (unlimited tonnage) with a minimum of three (3) years of field experience working on chillers and associated equipment in the capacity as a State Licensed Mechanical Journeyman.
- 8.4. Contractor shall maintain and have available, at all times, a minimum of one (1) supervisor and three (3) qualified service personnel (as detailed in Paragraph 8.3 above) to provide the services required under this contract. During the term of this contract, the Contractor will provide the names of the supervisor and five (5) service personnel to provide the services under this contract with their respective resumes, all relevant training certifications, and a copy of their licenses.
- 8.5. Contractor shall be responsible for notifying the Contract Administrator or their designated representative of any warranties or guarantees, and the terms contained therein covering replacement components.
- 8.6. Contractor shall be responsible for training on procedures to be taken when a chiller shuts down. Training will include what to look for and what steps should be taken before calling for service in order to reduce unnecessary call backs or nuisance calls.

The training should be done at least once a year or when requested by the Contract Administrator or their designated representative to train new personnel. The procedures shall be put in writing and provided to each security location for reference. However, this in no way relieves the Contractor of responding to call backs when requested.
- 8.7. Contractor shall ensure all personnel and subcontractors performing services for this contract have read and are familiar with the requirements of this contract. The Contractor shall document this requirement and provide to Contract Administrator or their designated representative.
- 8.8. Prior to the start of work on any assigned day, the service person must first report to the

Contract Administrator or their designated representative or sign in the building Security log book.

- 8.9. In the event a service person cannot be provided on the requested day, notification must be given to the Contract Administrator or their designated representative. If the normally assigned service person is not available, a backup service person must be obtained.
- 8.10. The work site shall always be left in a clean and orderly condition.
- 8.11. All employees of the Contractor shall always be considered the employees of the Contractor, under the Contractor's sole direction and not an employee or agent of Seminole County. Seminole County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of County. Removal of the Contractor's employee by the Contractor must be coordinated with Contract Administrator or their designated representative. Only the Contract Administrator or their designated representative, may direct the Contractor to remove one of its employees.
- 8.12. The services shall be provided only by qualified technicians utilizing only parts, materials, test equipment, tools, and techniques in conformity with the Chiller plants' published specifications and recommendations (or those substitutes approved in writing by the Contract Administrator or their designated representative).

9. COUNTY'S RESPONSIBILITY:

County warrants that, to the best of County's knowledge, all Covered Equipment is in good working condition and that County has given Contractor all information of which the County is aware concerning the condition of the Covered Equipment.

- 9.1. County shall comply with the following during the term of this contract:
 - 9.1.1. Operate the Covered Equipment according to the manufacturer's recommendations.
 - 9.1.2. Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by Contractor, including adequate space, electrical power, air conditioning, and humidity control.
 - 9.1.3. Notify Contractor immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment.
 - 9.1.4. Allow Contractor, upon notification to the Contract Administrator or their designated representative, to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that Contractor can perform the services required under this contract.
- 9.2. County acknowledges that its failure to meet these obligations will relieve Contractor of any responsibility for any equipment breakdown, or any necessary repair or replacement, of any equipment.

10. REFRIGERANT MANAGEMENT:

- 10.1. Contractor will provide up to a maximum of \$1,000.00 worth of refrigerant per machine per year and up to a maximum of \$1,000.00 per occurrence towards refrigerant disposal costs.
- 10.2. The Contractor shall maintain records for all applicable equipment in compliance with EPA 40CFR Part 82, subpart F; Recycling and Emissions Reduction, and notify the Contract Administrator or their designated representative should any of the listed equipment pose a potential non-compliance event. This documentation will be

maintained for the duration of this contract plus additional three (3) years after the contract's termination. The Contractor shall provide said documentation at the County's request for the purposes of demonstrating compliance or application for certification

11. ACCESS:

- 11.1. County shall give Contractor full access to all equipment that is either Covered Equipment or associated with it when Contractor requests such access. If access cannot be given, Contractor's obligations to the affected Covered Equipment under this contract shall be suspended until such access to the equipment is provided. Matters affecting Contractor's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by County with respect to equipment or to County's facility.
- 11.2. All Contractor employees shall wear a County furnished identification badge which shall be visible on the outside of their clothing. The identification badge shall include, as a minimum, the employee's name, recent photograph, and name of the Contractor. Upon execution of the contract the Contractor shall provide up to date background checks for all employees, including Project Manager and Alternate, except for those employees who will be working at the Juvenile Justice Center, Criminal Justice Center, Civil Courthouse, John E. Polk Correctional Facility and Public Safety Building. The SHERIFF'S OFFICE will provide badges for employees assigned to these facilities following background checks done by the Sheriff's Office. The SHERIFF'S OFFICE will obtain fingerprints and all individuals will complete Level 2, unescorted access, Security Awareness Training. Training is done remotely on either personal phone or a computer device. The exclusion of an employee for security reasons shall not relieve the Contractor of his responsibility to perform the services required under this contract.

12. SERVICE HOURS:

Except for emergency services, all services shall only be performed between 7:00 am to 5:00 pm, Monday through Friday, excluding County observed holidays (refer to Attachment 4). Only if required by the County, will preventative maintenance or scheduled services be performed outside of these hours at no additional cost. No Chiller Plant shall be taken offline or shut down without prior written or verbal consent of the Contract Administrator or their designated representative unless an emergency has been declared. Where applicable, each of Contractor's personnel shall sign in and out of the facility.

13. EXCLUSIONS:

Contractor's services under this contract do not include:

- 13.1. Supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs, and paper.
- 13.2. Nuisance calls. As part of this contract, the Contractor will waive all fees for up to three (3) nuisance calls per site within a contract year. Afterwards, calls will be billed at Straight-time Hourly Rates – Field Mechanics/Technicians offered on Part 4, Price Proposal, Part 2 of this contract.
- 13.3. Service calls due to failures resulting from acts of God, abuse or misuse of equipment, or alterations, modifications, or repairs to equipment not performed or provided by Contractor.
- 13.4. The furnishing of materials and supplies for painting or refinishing equipment; service calls resulting from attachments made to Covered Equipment or other equipment not covered by this contract
- 13.5. The repair or replacement of obsolete parts, ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydraulic and pneumatic piping, and vessels, and removal

of oil from pneumatic piping.

- 13.6. Service calls resulting from the effects of natural decay, acid cleaning, or damage from unexpected or especially severe freezing weather, which is beyond what is prevented or preventable by Contractor's normal maintenance.
- 13.7. Work caused by any operation of, adjustments to, or repair to, Covered Equipment by others not authorized in advance by Contractor.
- 13.8. Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond Contractor's control, and service calls required because Contractor had previously been denied access to the equipment.
- 13.9. Disposal of hazardous wastes. Hazardous wastes remain the property and the responsibility of the County even when removed from equipment or replaced by Contractor as provided by the terms of this contract. The County shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.
- 13.10. The equipment list identifies starters and control panels. Contractor will cover unit mounted starters and factory OEM control panels on pump motors and chillers. All other controls are not included in this contract. All other starters are considered to be electrical equipment and not a part of this chilled water maintenance agreement because no amount of mechanical checks and services can prevent their electrical failure.
- 13.11. Service calls requested by the County for repairs not covered by this agreement, must receive written authorization from the County before any repairs are to begin. No Exceptions.

14. COVERED REPAIR SERVICES RESPONSE TIME:

The Contractor shall maintain, at all times, a twenty-four (24) hour/day, 365 days/year answering service to dispatch the Field mechanics/technicians to repair all reported Chiller plant failures. County will determine response time priorities, not contractor. Response Time protocol shall be as follows:

- 14.1. Emergency:
Initial response shall be within two (2) hours. Repair services shall begin immediately upon arrival and continuously, expeditiously, and aggressively pursue a solution until the failure is corrected and the equipment is operating properly to the satisfaction of the Contract Administrator or their designated representative. This is to include ordering, shipping and installing of parts and/or material.
- 14.2. Urgent:
Initial response shall be within twenty-four (24) hours. Repair services shall begin immediately upon arrival and continuously, expeditiously, and aggressively pursue a solution until the failure is corrected and the equipment is operating properly to the satisfaction of the Contract Administrator or their designated representative.
- 14.3. Routine:
Action shall be required at next scheduled visit. Repair services shall begin immediately upon arrival and continuously and aggressively pursue a solution until the failure is corrected and the equipment is operating properly within thirty (30) days to the satisfaction of the Contract Administrator or their designated representative.
- 14.4. All service repairs are to have a County issued work order number and a unique Contractor's work order or reference number. No Exceptions.

- 14.5. Under no circumstances shall a mechanic/technician leave an on-site response when the chiller plant system is not working without contacting the Contract Administrator or their designated representative or to report the status of the work and/or to see if overtime is authorized to get the equipment in working order.
- 14.6. No travel time will be paid for any service call – emergency, urgent or routine services. Contractor should factor any cost of travel into base bid prices; no additional or separate charges will be accepted.

15. REPORTING AND SCHEDULING:

Contractor is to have Contract supervisor with contract decision making authority attend bi-weekly meeting with Contract Administrator or their designated representative and present the following reports:

- 15.1. Bi-weekly report:
 - 15.1.1. Weekly Maintenance Schedule
 - 15.1.2. Ongoing Project or repair status
 - 15.1.3. Identified projects not yet proposed
 - 15.1.4. Open and Completed repair ticket list. To include all service tickets. Any other facility- specific information as required by the County or the Contractor to facilitate the Services for the Chiller plants.
 - 15.1.5. Meeting agenda
- 15.2. Monthly Service Delivery Report (SDR):
 - 15.2.1. The Service Delivery Report (SDR) will be comprised of the Covered Equipment list, manufacturer and part numbers, in-service date, location and Preventive and Preventative Service Schedule for a twelve (12) month period with the additions of the following columns:
 - Contractor and County Work Order number
 - Scheduled services and completed services
 - 15.2.2. This is to be tracked on an Excel spreadsheet and submitted to Contract Administrator or their designated representative monthly. The work orders for Preventive and Predictive Services from the County will be auto generated and incorporated into the Service Delivery Report. If scheduled work is not completed, and previous arrangements have not been made with Contract Administrator or their designated representative, payment could be withheld. Examples of a SDR can be provided upon request.
- 15.3. The Contractor must provide written proof that every “Service” in Section 17., Preventive and Predictive Service Schedule, was performed and was performed as per the schedule in Attachment 3. Proof must contain all readings documented, signed and a “check list” with any handwritten notes in an electronic file attached to each preventative maintenance service ticket.
- 15.4. All reports that are identified in the Reporting and Scheduling will be presented no later than thirty (30) days from the time the inspection or work is completed. Payment could be withheld if reports are not submitted.

16. SERVICE DESCRIPTION:

Work outlined in this section includes but is not limited to the equipment listed in Attachment 2 and is for equipment of similar size, type, manufacturer and make that may require maintenance

and repair. The following list of tasks is a general outline and shall not be construed as a complete listing of every task that may be required throughout the term of the resulting contract.

- 16.1. Service shall be all inclusive. The Contractor shall be able to support all editions of the Chiller Plant programming and troubleshooting software, including BACNET communication interface system, Modbus, Tane Tracer/SC and JCI N2. These systems are all industry standard systems.
- 16.2. All replacement parts must be 100% compatible with the Chiller plant being serviced or repaired.
- 16.3. Service and operate the Covered Equipment according to the manufacturer's recommendations.
- 16.4. The Contractor will provide upgrades and updates to hardware and software to include custom programming if needed. The standard shall be new technology for the cooperative legacy system.
- 16.5. Equipment Service:
 - 16.5.1. Preventive Maintenance:

Preventive maintenance shall be performed in accordance with a computer-generated month-by-month program of standardized maintenance routines applied to the Seminole County supported Chiller Plant systems. This program is utilized by the Seminole County Facilities Management Division.

Contractor shall provide preventive maintenance in accordance with a program of routines as determined by manufacturer, equipment, application and location. The list of Chiller Plant related systems and/or devices under this contract are identified in the Attachment 2.
 - 16.5.2. Component Replacement:

The Contractor will repair or replace failed or worn components with new or reconditioned components of compatible design to maintain the system in good operating condition. Reconditioned parts may be used when new parts are not available or when this is the only option. Components that no longer meet or exceed the manufactures specifications may be repaired or replaced in advance at the County's discretion to prevent system failure. Exchanged parts become the property of the Contractor.
 - 16.5.3. Call Documentation:

After each service call, a detailed, completed copy of the work order will be electronically sent via Adobe pdf to the County explaining findings and work performed and emailed to Seminole County. Following emailed service calls, Seminole County shall be furnished a documented report showing time, date, and a detailed description of activity. This report must be sent to Seminole County within forty-eight (48) hours.

17. PREVENTIVE AND PREDICTIVE SERVICE SCHEDULE:

Contractor shall provide the Contract Administrator or their designated representative or : condition and repair requirements (if any); records and reports of abnormal conditions, measurements taken, etc.; and review logs with the Contract Administrator or their designated representative for operational problems and trends.

- 17.1. Comprehensive Annual Inspection of Open and Hermetic Chillers (WCC-A1):

The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

- 17.1.1. Lube System:
 - 17.1.1.1. Megger oil pump motor and record readings.
 - 17.1.1.2. Measure and record oil pump voltage and amperage.
 - 17.1.1.3. Inspect the starter for signs of overheating, arcing, burns, etc.
 - 17.1.1.4. Verify operation of oil cooling system, if applicable.
 - 17.1.1.5. Tighten terminal connections on the oil pump motor.
 - 17.1.1.6. Verify operation of the oil heater.
 - 17.1.1.7. Change the compressor oil as needed when indicated by the oil analysis results.
 - 17.1.1.8. Change the compressor oil filter.
- 17.1.2. Motor and Starter (Less than 600 Volts):
 - 17.1.2.1. Clean starter cabinet.
 - 17.1.2.2. Inspect starter and starter components for signs of discoloration, burns, moisture, etc.
 - 17.1.2.3. Inspect wires for discoloration and burns.
 - 17.1.2.4. Test accuracy of motor current (amp meter).
 - 17.1.2.5. Test tightness of terminal connections.
 - 17.1.2.6. Check dash pot oil and add as necessary.
 - 17.1.2.7. Megger motor at the starter terminals; record readings.
 - 17.1.2.8. Measure operating voltage and record.
- 17.1.3. Controls and Safety:
 - 17.1.3.1. Inspect the control panel for cleanliness, control air leaks, etc.
 - 17.1.3.2. Inspect wiring and connections for signs of overheating, burns.
 - 17.1.3.3. Verify operation of the van control system:
 - 17.1.3.4. Check for free and smooth operation.
 - 17.1.3.5. Check mechanical linkages for wear and secureness.
 - 17.1.3.6. Report accuracy of all gauges and thermometers (use masters).
- 17.1.4. Additional Tasks and/or Special Instructions:
 - 17.1.4.1. Verify working condition of all indicator and alarm lights.
 - 17.1.4.2. Verify operation of start, stop, and anti-recycle timers.
 - 17.1.4.3. Test all flow switch cutouts (cw, chw), if applicable.
 - 17.1.4.4. Verify operation of oil temperature and pressure controller(s).
 - 17.1.4.5. Test high oil temperature switch.
 - 17.1.4.6. Test high compressor discharge switch.
 - 17.1.4.7. Test high suction temperature switch.
 - 17.1.4.8. Test high discharge temperature switch.
 - 17.1.4.9. Test low suction pressure switch.
 - 17.1.4.10. Verify operation of automatic and manual capacity control.
 - 17.1.4.11. Test the operation of all pump auxiliary contacts (chw, cw, oil, etc.), if applicable.
- 17.1.5. Coupling (Open Compressor Only):
 - 17.1.5.1. Inspect area around coupling/gear for oil leaks, if applicable.
 - 17.1.5.2. Lubricate coupling, if applicable.
 - 17.1.5.3. Visually inspect coupling for abnormal conditions, if applicable.
 - 17.1.5.4. Align shafts if required.
- 17.1.6. Shaft Sealing System (Open Compressor Only):
 - 17.1.6.1. Verify operation of shaft sealing system.
 - 17.1.6.2. Inspect shaft sealing system.

- 17.1.7. Compressor and Vessels:
 - 17.1.7.1. Test for refrigerant leaks and report results.
 - 17.1.7.2. Check refrigerant charge. Remove all refrigerant and verify unit is properly charged.
 - 17.1.7.3. Replace filter/dryer in motor cooling line, if applicable.
 - 17.1.7.4. Test the secureness of mounting points; tighten all major points.
 - 17.1.7.5. Record refrigerant level.
 - 17.1.7.6. Review machine operation with operator.
 - 17.1.7.7. Log machine at departure.
 - 17.1.7.8. Run complete interlocking circuit where possible.
 - 17.1.7.9. Report machine condition and repair requirements (if any).
- 17.2. Quarterly Operational Inspection of Open and Hermetic Centrifugal Chillers (WCC-Q3): The schedule service shall include:
 - 17.2.1. System:
 - 17.2.1.1. Run and record a complete test log on machine.
 - 17.2.1.2. Verify capacity control reaction.
 - 17.2.1.3. Verify operation of vane linkage.
 - 17.2.1.4. Verify operation of flow switch.
 - 17.2.1.5. Record refrigerant level as seen in sight glass.
 - 17.2.1.6. Verify unit is meets or exceeds design refrigerant approach.
 - 17.2.1.7. Verify unit is at designed chilled water flow.
 - 17.2.1.8. Test complete interlocking circuit where possible.
 - 17.2.1.9. Record oil level as seen in sight glass.
 - 17.2.1.10. Run full load test if operating conditions permit.
 - 17.2.1.11. Verify operation of purge pump.
 - 17.2.2. Compressor and Vessels:
 - Test for refrigerant leaks and report results.
 - 17.2.3. Starter (Less than 600 Volts):
 - Open starter cabinet; check starter contacts for signs of overheating, arcing, burns, discoloration, etc.
 - 17.2.4. Coupling:
 - Inspect and report condition of motor coupling for wear and oil leaks.
 - 17.2.5. Shaft Sealing System:
 - 17.2.5.1. Inspect shaft sealing system for signs of wear or failure.
 - 17.2.5.2. Verify operation of system.
 - 17.2.6. Open Compressor Motor:
 - 17.2.6.1. Clean and inspect motor ventilation ports.
 - 17.2.6.2. Lubricate bearings when needed.
 - 17.2.6.3. Inspect for abnormal vibration and noise.
 - 17.2.7. Lube System:
 - 17.2.7.1. Inspect oil pump starter enclosure for cleanliness, moisture, and signs of oil.
 - 17.2.7.2. Inspect the starter for overheating, arcing, burns, etc.
 - 17.2.7.3. Measure and record motor amperage.
 - 17.2.7.4. Verify operation of the oil heater and oil cooler.
 - 17.2.7.5. Confirm and record all operating temperatures, pressures, amperage, control panel readings, etc.

- 17.2.7.6. Upon completion, review machine operation with operator.
 - 17.2.7.7. Report machine condition and repair requirements (if any).
- 17.3. Comprehensive Annual Inspection of Reciprocating Chillers and Standalone Compressors (ACC-A1): The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

17.3.1. Compressor(s):

- 17.3.1.1. Inspect vibration eliminators for secureness and damage.
- 17.3.1.2. Clean and flush cooling system, if applicable.
- 17.3.1.3. Verify setting of oil cooler water (valve) regulator, if applicable.
- 17.3.1.4. Test oil for acid, if applicable.
- 17.3.1.5. Change oil and filter element, if applicable.
- 17.3.1.6. Take oil sample for analysis, if applicable.
- 17.3.1.7. Tighten terminal connections at heater elements.
- 17.3.1.8. Test secureness of mounting points and tighten all major points.

17.3.2. Open Compressor (Only):

- 17.3.2.1. Lubricate motor bearings.
- 17.3.2.2. Clean motor air intake screens.
- 17.3.2.3. Lubricate coupling, if applicable.
- 17.3.2.4. Inspect motor windings and report condition.
- 17.3.2.5. Visually inspect coupling.
- 17.3.2.6. Align shafts as required.

17.3.3. Controls:

- 17.3.3.1. Inspect control center; clean and tighten connection; inspect components.
- 17.3.3.2. Verify operation of bypass valve.
- 17.3.3.3. Verify capacity control reaction.
- 17.3.3.4. Test low pressure cutout and record; calibrate if needed.
- 17.3.3.5. Test high pressure safety and record; calibrate if needed, if applicable.
- 17.3.3.6. Verify operation of cooling water (valve) regulator, if applicable.
- 17.3.3.7. Test freeze control cutout and record temperature, if applicable.
- 17.3.3.8. Verify operation of oil temperature control.
- 17.3.3.9. Test oil high temp cutout and record; calibrate if needed, if applicable.

17.3.4. Starter:

- 17.3.4.1. Inspect wire insulation for signs of overheating, burns, etc.
- 17.3.4.2. Megger motor at starter and record reading.
- 17.3.4.3. Measure operating amperage and record readings.
- 17.3.4.4. Clean enclosure.
- 17.3.4.5. Tighten terminal connections at starter.
- 17.3.4.6. Measure operating voltage and record readings.
- 17.3.4.7. Inspect starter for signs of wear, arcing, overheating, burns, etc.

17.3.5. Operational Test:

- 17.3.5.1. Run and record a complete test log on machine.
- 17.3.5.2. Verify refrigerant charge. Remove all refrigerant and verify unit is properly charged.
- 17.3.5.3. Verify oil level.
- 17.3.5.4. Verify superheat adjustment.
- 17.3.5.5. Inspect for vibrations and unusual noises in bearings, motors, etc.
- 17.3.5.6. Inspect moisture indicator for evidence of moisture.

- 17.3.5.7. Test accuracy of all pressure gauges.
- 17.3.5.8. Record compressor oil pressure.
- 17.3.5.9. Record compressor suction pressure.
- 17.3.5.10. Record compressor discharge pressure.
- 17.3.6. Coil Cleaning:
 - 17.3.6.1. Clean listed coils using manufacturer recommended technique.
 - 17.3.6.2. Clean listed coils using a spray washer
 - 17.3.6.3. Clean area around unit for debris.
 - 17.3.6.4. Perform system measurements before and after cleaning.
- 17.3.7. Compressor and Vessels:
 - 17.3.7.1. Test for refrigerant leaks and report results.
 - 17.3.7.2. Report machine condition and repair requirements.
- 17.4. Quarterly Inspection of Reciprocating Chillers and Standalone Compressors (ACC-Q3): The schedule service shall include:
 - 17.4.1. Compressor(s):
 - Verify setting of oil cooler water (valve) regulator, if applicable.
 - 17.4.2. Open Compressor (Only):
 - 17.4.2.1. Lubricate motor bearings.
 - 17.4.2.2. Clean motor air intake screens.
 - 17.4.2.3. Lubricate coupling, if applicable.
 - 17.4.2.4. Inspect motor windings and report condition.
 - 17.4.2.5. Visually inspect coupling.
 - 17.4.3. Controls:
 - 17.4.3.1. Verify operation of bypass valve.
 - 17.4.3.2. Verify capacity control reaction.
 - 17.4.3.3. Verify operation of oil temperature control, if applicable.
 - 17.4.3.4. Verify operation of cooling water (valve) regulator, if applicable.
 - 17.4.4. Starter:
 - 17.4.4.1. Measure operating amperage and record readings.
 - 17.4.4.2. Inspect starter for signs of wear, arcing, overheating, burns, etc.
 - 17.4.5. Operational Test
 - 17.4.5.1. Draw oil sample for analysis (2 times per year).
 - 17.4.5.2. Run and record a complete test log on machine.
 - 17.4.5.3. Verify refrigerant charge.
 - 17.4.5.4. Verify oil level.
 - 17.4.5.5. Verify superheat adjustment.
 - 17.4.5.6. Inspect for vibrations and unusual noises in bearings. motors, etc.
 - 17.4.5.7. Inspect moisture indicator for evidence of moisture.
 - 17.4.5.8. Record compressor oil pressure.
 - 17.4.5.9. Record compressor suction pressure.
 - 17.4.5.10. Record compressor discharge pressure.
 - 17.4.5.11. Check and record superheat, if applicable.
 - 17.4.5.12. Check and record subcooling, if applicable.
 - 17.4.6. Coil Cleaning:
 - 17.4.6.1. Clean listed coils using manufacturer recommended technique.
 - 17.4.6.2. Clean listed coils using a spray washer
 - 17.4.6.3. Clean area around unit for debris.

17.4.6.4. Perform system measurements before and after cleaning.

17.4.7. Compressor and Vessels

17.4.7.1. Test for refrigerant leaks and report results.

17.4.7.2. Report condition and repair requirements (if any).

NOTE: The preceding inspection tasks will be completed when operating conditions permit.

17.5. Condenser Tube Cleaning (CDC-A1):

The Comprehensive Annual Inspection shall be performed during winter months, December through March.

Contractor shall document chiller readings before and after cleaning.

NOTE: Should mechanically cleaning the tubes not remove all scale, Contract Administrator or their designated representative will be advised of the condition. Acid cleaning is not included in this schedule unless otherwise noted.

The schedule service shall include:

17.5.1. Valve off machine drain equipment.

17.5.2. Remove condenser heads

17.5.3. Remove division plate gasket, if applicable.

17.5.4. Check corrosion inhibitor anodes, if applicable.

17.5.5. Inspect condenser heads, tubes, and crown sheets for corrosion, scale and debris.

17.5.6. Report condition of condenser heads.

17.5.7. Report condition of crown sheets.

17.5.8. Mechanically clean tubes.

17.5.9. Replace division plate gaskets, if applicable.

17.5.10. Replace condenser head gaskets.

17.5.11. Check division plate gasket fit-up.

17.5.12. Reinstall condenser heads.

17.6. Condenser/Evaporator Water Treatment Services (CEWT-M12)

17.6.1. Provide all chemicals and deliver them to the point of use.

17.6.2. Provide written monthly treated water analysis reports.

17.6.3. Provide written raw treated water analysis reports.

17.6.4. Adjust chemical treatment as a result of the provided monthly reports.

17.6.5. Maintain the chemical feed and bleed equipment.

17.6.6. Additional Tasks and/or Special Instructions include the following:

17.6.6.1. Guarantee the condenser will remain free and clean of scale if kept running under normal operating conditions.

17.6.6.2. Install and inspect coupons semi-annually to test system corrosiveness.

17.6.6.3. Instruct the Customer of treatment application, analytical testing, and test results interpretation, and treatment program adjustments.

17.7. Comprehensive Annual Inspection of Cooling Tower (CT-A1):

The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

17.7.1. System:

17.7.1.1. Test mounting points for secureness and tighten if necessary.

17.7.1.2. Inspect all structural elements for corrosion and damage.

17.7.1.3. Inspect for scale buildup on eliminators.

- 17.7.1.4. Adjust float assembly, if necessary.
- 17.7.1.5. Clean sump and condenser strainers.
- 17.7.1.6. Test for secureness of guards, doors and panels.
- 17.7.1.7. Inspect spray orifice/nozzles.
- 17.7.1.8. Inspect system for leaks in piping, flange connections, etc.
- 17.7.1.9. Inspect heater elements for scale buildup.
- 17.7.1.10. Inspect wetted surfaces for algae or organic buildup, if applicable.
- 17.7.1.11. Tighten terminal connections on heater elements.
- 17.7.1.12. Verify operation of heaters.
- 17.7.1.13. Verify operation of dump valve and drain system, if applicable.
- 17.7.2. Controls:
 - 17.7.2.1. Verify operation of the fan/damper load control systems.
 - 17.7.2.2. Verify that overflow drain is clear.
 - 17.7.2.3. Verify operation of water level probes, if applicable.
 - 17.7.2.4. Verify operation of water feed and controls.
 - 17.7.2.5. Verify operation of bleed system.
 - 17.7.2.6. Verify operation of low ambient temperature control.
 - 17.7.2.7. Verify operation of water treatment controls, if applicable.
 - 17.7.2.8. Test low water level heater shutdown and record results.
- 17.7.3. Starter or Contactor:
 - 17.7.3.1. Tighten terminal connections at starter.
 - 17.7.3.2. Inspect wiring for secureness and damage, and record condition.
 - 17.7.3.3. Measure operating amperage and record.
 - 17.7.3.4. Inspect contacts for signs of wear, arcing, and overheating, etc. and record condition.
 - 17.7.3.5. Measure operating voltage and record.
- 17.7.4. Cooling Tower Fan Motor(s):
 - 17.7.4.1. Inspect wiring for secureness and damage.
 - 17.7.4.2. Inspect for unusual noises in bearings, motors, etc.
 - 17.7.4.3. Lubricate motor adjustment screws.
 - 17.7.4.4. Inspect contacts for signs of wear, arcing, overheating, etc.
 - 17.7.4.5. Megger motor (at starter) and record reading.
- 17.7.5. Fan(s) (Centrifugal Only):
 - 17.7.5.1. Lubricate fan bearings.
 - 17.7.5.2. Inspect pulley grooves and belts for alignment, wear, and tension.
 - 17.7.5.3. Inspect fan wheel for free rotation, cracks, and alignment.
 - 17.7.5.4. Replace belts, if applicable.
- 17.7.6. Fan(s) (Axial/Propeller Only):
 - 17.7.6.1. Inspect pulley grooves and belts for alignment, wear, and tension, if applicable.
 - 17.7.6.2. Inspect drive shaft, couplings, and bearings for wear, alignment, and secureness, if applicable.
 - 17.7.6.3. Replace belts, if applicable.
 - 17.7.6.4. Drain, flush and refill gear box, if applicable.
 - 17.7.6.5. Inspect fan blade locking device for secureness.
 - 17.7.6.6. Lubricate couplings and bearings.
 - 17.7.6.7. Report condition of cooling tower and any repair requirements.
- 17.8. Quarterly Inspection of Cooling Tower (CT-Q3): The schedule

service shall include:

- 17.8.1. System:
 - 17.8.1.1. Inspect all structural elements for corrosion and damage.
 - 17.8.1.2. Inspect for scale buildup on eliminators.
 - 17.8.1.3. Adjust float assembly, if necessary.
 - 17.8.1.4. Clean sump and condenser strainers.
 - 17.8.1.5. Inspect spray orifice/nozzles.
 - 17.8.1.6. Inspect system for leaks in piping, flange connections, etc.
 - 17.8.1.7. Verify operation of dump valve and drain system, if applicable.
 - 17.8.1.8. Verify operation of heaters, if applicable.
- 17.8.2. Controls:
 - 17.8.2.1. Verify that overflow drain is clear.
 - 17.8.2.2. Verify operation of bleed system.
 - 17.8.2.3. Verify operation of water feed and controls.
 - 17.8.2.4. Verify operation of low ambient temperature control.
- 17.8.3. Cooling Tower Fan Motor(s):
 - 17.8.3.1. Inspect for unusual noises in bearings, motors, etc.
 - 17.8.3.2. Fan(s) (Centrifugal Only)
 - 17.8.3.3. Lubricate fan bearings.
 - 17.8.3.4. Inspect pulley grooves and belts for alignment, wear, and tension.
 - 17.8.3.5. Inspect fan wheel for free rotation, cracks, and alignment.
- 17.8.4. Fan(s) (Axial/Propeller Only):
 - 17.8.4.1. Inspect pulley grooves and belts for alignment, wear, and tension, if applicable.
 - 17.8.4.2. Lubricate couplings and bearings.
 - 17.8.4.3. Inspect fan blade locking device for secureness.
 - 17.8.4.4. Measure gear box oil level as

needed. Report condition of cooling tower and

any repair requirements.

- 17.9. Cooling Tower Cleaning Services (CTC-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

- 17.9.1. Valve off tower and drain.
- 17.9.2. Inspect all structural elements for corrosion and damage.
- 17.9.3. Inspect for scale buildup on eliminators.
- 17.9.4. Inspect system for leaks in piping, flange connections, etc.
- 17.9.5. Inspect condition of duct work for inside tower designs.
- 17.9.6. Test drain system.
- 17.9.7. Remove all debris.
- 17.9.8. Flush and clean hot water basin.
- 17.9.9. Flush fill.
- 17.9.10. Flush and clean cold water sump.
- 17.9.11. Clean float assembly.
- 17.9.12. Adjust float assembly, if necessary.
- 17.9.13. Clean strainer.
- 17.9.14. Fill system.
- 17.9.15. Run system to inspect spray nozzles.

- 17.9.16. Shut down system, clean nozzles as needed.
- 17.9.17. Pressure spray media as per manufacturer recommendations.

Report condition of cooling tower and any repair requirements.

17.10. Semi-Annual Spectrochemical Oil / Refrigerant Analysis (ORA-A1):

17.10.1. Sampling Procedure:

- 17.10.1.1. Run machine to circulate oil in sump.
- 17.10.1.2. Oil should be warm, not hot, from operation so as to obtain a representative sample.
- 17.10.1.3. Sample will be taken at a petcock installed on the oil line before the filter.
- 17.10.1.4. Provide an appropriate and clean container for the sample.
- 17.10.1.5. Provide a label indicating: machine manufacturer, model, oil type, run hours, and time elapsed since last sampling.

17.10.2. Analysis and Report:

- 17.10.2.1. Provide laboratory analysis to identify twenty metallic elements which are measured by
- 17.10.2.2. a direct reading spectrometer.
- 17.10.2.3. Identify water content which will be reported in ppm, detectable to less than 1 ppm.
- 17.10.2.4. Measure the viscosity of the sample at 40 degrees Celsius and report in centistokes.
- 17.10.2.5. Measure total acid number and report.
- 17.10.2.6. Provide a written report of all conditions and contents, to include:
- 17.10.2.7. Unicoi condition (normal, abnormal, critical).
- 17.10.2.8. Suitability of oil for continued use.
- 17.10.2.9. Recommendations for corrective action (if required).
- 17.10.2.10. Answers to specific questions submitted with the sample.

17.10.3. Refrigerant Analysis:

- 17.10.3.1. Provide Laboratory report to identify:
- 17.10.3.2. Acid Numbers
- 17.10.3.3. Moisture Content
- 17.10.3.4. High boiling Residue
- 17.10.3.5. Solids
- 17.10.3.6. Suitability for Continued Use

17.11. Comprehensive Annual Inspection Pump Set; pump and electric motor (PS-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.

The schedule service shall include:

17.11.1. System:

- 17.11.1.1. Inspect for vibrations, unusual noises, odors, etc.
- 17.11.1.2. Inspect mounting points for secureness and tighten.
- 17.11.1.3. Inspect packing; adjust to a slow drip if necessary, if applicable.
- 17.11.1.4. Inspect mechanical seal, if applicable.
- 17.11.1.5. Verify flow in sealing/flushing line, if applicable.
- 17.11.1.6. Lubricate coupling, if applicable.
- 17.11.1.7. Lubricate motor bearings.
- 17.11.1.8. Inspect system for leaks in piping, flange connections, etc.,

- and record condition.
- 17.11.1.9. Lubricate pump bearings.
- 17.11.1.10. Inspect motor windings for dirt buildup.
- 18.11.1.11. Clean ventilation openings (grills and/or screens).
- 17.11.2. Visually inspect coupling, if applicable.
 - 17.11.2.1. Starter or Contactor
 - 17.11.2.2. Inspect wiring for secureness and damage, and record condition.
 - 17.11.2.3. Megger motor at starter and record reading.
 - 17.11.2.4. Clean enclosure.
 - 17.11.2.5. Tighten terminal connections at starter.
 - 17.11.2.6. Inspect contacts for signs of wear, arcing, overheating, etc., and record condition.
 - 17.11.2.7. Measure operating amperage and record readings.
- 17.11.3. Operational Test
 - 17.11.3.1. Inspect level in system expansion tank and record reading.
 - 17.11.3.2. Record discharge pressure.
 - 17.11.3.3. Measure operating voltage and record reading.
 - 17.11.3.4. Test accuracy of all pressure gages.
 - 17.11.3.5. Record suction pressure.
 - 17.11.3.6. Report pump condition and repair requirements (if any).
- 17.12. Quarterly Inspection Pump Set; pump and electric motor (PS-Q3): The schedule service shall include:
 - 17.12.1. System:
 - 17.12.1.1. Inspect for vibrations, unusual noises, odors, etc.
 - 17.12.1.2. Inspect packing; adjust to a slow drip if necessary, if applicable.
 - 17.12.1.3. Inspect mechanical seal, if applicable.
 - 17.12.1.4. Verify flow in sealing/flushing line, if applicable.
 - 17.12.1.5. Lubricate coupling, if applicable.
 - 17.12.1.6. Lubricate motor bearings.
 - 17.12.1.7. Inspect system for leaks in piping, flange connections, etc., and record condition.
 - 17.12.1.8. Lubricate pump bearings.
 - 17.12.1.9. Inspect motor windings for dirt buildup.
 - 18.12.1.10. Clean ventilation openings (grills and/or screens).
 - 18.12.1.11. Visually inspect coupling, if applicable.
 - 17.12.2. Starter or Contactor:
 - 17.12.2.1. Inspect contacts for signs of wear, arcing, overheating, burns, etc., and record condition.
 - 17.12.2.2. Measure operating amperage and record readings
 - 17.12.3. Operational Test:
 - 17.12.3.1. Inspect level in system expansion tank and record readings.
 - 17.12.3.2. Record suction and discharge pressures.

Report pump condition and repair requirements (if any).

NOTE: The preceding inspection tasks will be completed when operating conditions permit.

17.13. Annual Inspection of Refrigeration Monitor (RM-A1):

- 17.13.1. Inspect end-of-sample-line filter(s) for dirt/dust build-up and replaced when necessary.
 - 17.13.2. Test and calibrate sensor(s)
- 17.14. Vibration Diagnostics (VA-A1):
The Comprehensive Annual Inspection shall be performed during winter months, December through March.
- The schedule service shall include:
- 17.14.1. Preparation Phase
 - 17.14.1.1. The equipment will be running under load at the time of the analysis.
 - 17.14.1.2. Contractor will provide a PC compatible microprocessor-based collector and field analyzer.
 - 17.14.1.3. The data collector will be capable of instantaneous graphic/numerical readout of vibration signature.
 - 17.14.1.4. Contractor will provide a qualified technician for data collection.
 - 17.14.1.5. The technician will install non-invasive monitoring reference points prior to starting the analysis.
 - 17.14.1.6. Set up data collector parameters based on machine specific frequency/amplitudes ranges, and alarm levels.
 - 17.14.2. Data Collection Responsibilities:
 - 17.14.2.1. Monitor and record operating current and full load amperage.
 - 17.14.2.2. Determine running load as a percent of design load.
 - 17.14.2.3. Collect vibration signatures at horizontal, vertical, axial machine locations to capture appropriate spectral components for specific chiller configuration.
 - 17.14.3. Data Analysis of Results:
Compare machine vibration signature to model-specific failure norms to detect motor/electrical, mechanical, and hydraulic conditions and defect. Compare current data to prior diagnostic vibration samples to determine wear/failure trends, if samples are available.
 - 17.14.4. The Report Phase:
 - 17.14.4.1. Report imminent failure condition to the Contract Administrator or their designated representative verbally at time located.
 - 17.14.4.2. A written failure of results and recommendations will be provided to the Contract Administrator or their designated representative.
 - 17.14.4.3. The written report will be available within ten days and will include:
 - 17.14.4.4. Written description of analysis procedures used to take readings.
 - 17.14.5. Additional Tasks and/or Special Instructions:
 - 17.14.5.1. Classifications of severity based on scale for centrifugal chiller.
 - 17.14.5.2. Chiller identification data.
 - 17.14.5.3. Vibration data for type of system, amplitude, orientation, and severity.
 - 17.14.5.4. Analysis/results of specific findings based on chiller vibrations analysis.
 - 17.14.5.5. Recommendations to include any specific actions warranted by the analysis.
 - 17.14.5.6. Chiller measurement diagram showing diagnostic frequencies and measurement points.
 - 17.14.5.7. Spectral plots indicating frequency, magnitude, and identification

of spectral peaks above threshold.

18. WARRANTY:

- 18.1. All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed to include a minimum one (1) year warranty from beneficial use against defects in materials and workmanship for work done under this contract and any Work Authorization issued thereunder from the date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates if repairs are required during that time.
- 18.2. The Contractor is required to expressly warrant all replacement parts are free from defects, warranted for their merchantability and meet performance specifications of the original equipment.

19. INVOICES/PAYMENT:

- 19.1. The Contractor must submit invoices to the County within thirty (30) calendar days of goods and/or services being provided. The invoices shall reflect standard service specified in the contract provided to the County in the prior month.
- 19.2. In addition, Contractor shall submit a separate invoice with purchase order number to the County department that has requested emergency or additional services not included in the routine preventative maintenance. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency or additional service. The invoice for emergency or additional services shall itemize labor (hours worked and labor rate) and parts, in addition to a full description of the work performed.
- 19.3. Failure to comply with the above requirements will result in return of invoices and delay of payment. The County may deduct ten percent (10%) of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice.
- 19.4. When and as applicable, monthly charges shall be pro-rated on a daily basis, using thirty (30) days per month as basis.

20. LONG RANGE PLANNING:

- 20.1. Contractor will leverage their knowledge and understanding of the customer's facilities and systems in order to provide long range budget planning and design support. This will be provided through the following tasks:
- 20.2. Analyze existing facilities and the condition of systems within each facility. Systems that will be analyzed include Facility Management Systems (85/40), Facility Management Systems (Metasys), Automatic Temperature Controls, Fire Detection/Management Systems, Security Management Systems, Intercom Systems, and Mechanical Systems and associated subsystems.
- 20.3. Based upon positive impact to the customer, propose budgetary scope and costing for system upgrades, retrofit, and replacement projects. These upgrades will address emerging environmental health and safety standards, energy conservation/alternate energy means, as well as evolving user change needs of the facilities.
- 20.4. Assist in the development of a long-range Facilities Master Plan consisting of budget planning, capital expenditures, and maintenance programs looking at facility requirements over an evergreen five (5) year time frame.
- 20.5. Assure the best use of the latest in systems technologies that will continue to contribute to the network approach to facilities management employed by the customer.

21. OPTIONAL SERVICES:

On occasion, the County may desire upgrades, updates, repair, replacement, enhancements, system expansions and/or assistance to do the following:

21.1. Upgrade, replace, enhance and/or expand systems covered in Attachment 1. In the event the Contractor discovers a unit requiring major repair not covered under this contract during the regularly scheduled maintenance, the Contractor will promptly notify the Contract Administrator or their designated representative. Contractor will only perform major repair work, modernization or upgrades as authorized by the Contract Administrator or their designated representative.

21.2. Certification Services:

The County may have the need of assistance for professional certifications. In these cases, the Contractor may be able to assist with applications, documentation, monitoring and verification, or other requirements. These certifications may include associations such as Energy Star, LEED, Green Buildings, AEE, ASHRAE or others.

21.3. Investigation Services:

The County may have need of services to determine and document improvements or modifications needed to correct a specific problem or issue that exists. These problems may be uncovered during Contractor's routine activities or may be discovered by the County during their normal activities. Some examples of these services may be air quality analysis, equipment load calculations, generator/switch gear testing, test and balance of air and/or water systems.

21.4. Written Estimates:

21.4.1. The Contractor agrees to provide the County with a written estimate for major repairs/modernization/upgrades within five (5) business days when requested. The estimate shall be based on the requirements of labor hours, parts, and materials, etc., for a specific repair job. Estimates shall be broken down by hours per repair person and a separate price for parts and materials. Estimated time for completion of repairs shall be included. Lump sum estimates shall not be accepted.

21.4.2. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Quotations shall remain firm for thirty (30) days. All estimate and quotation preparation shall be provided at no cost or obligation to the County.

21.4.3. The County reserves the right to competitively bid all work not specifically identified or authorized in these specifications.

22. ADDITION/DELETION:

Additional equipment and/or new locations may be added to this contract by **written notice** to the Contractor. The cost of the additional service (maintenance of additional equipment) will be derived from the cost of existing locations having the same or similar type of usage and equipment. Price will be mutually agreed upon by County and Contractor. Equipment may be deleted (in a similar manner) if service(s) is no longer required.

**Attachment 1
Locations**

	Site Name	Address
1	Seminole County Civil Courthouse	301 Park Ave North Sanford, FL 32772
2	John E. Polk Correctional Facility	211 Eslinger Way, Sanford, FL 32773
3	Seminole County Services Building	1101 E 1 st St., Sanford FL 32772
4	Seminole County Criminal Justice Center	101 Eslinger Way, Sanford, FL 32773
5	Health Department in Sanford (HHS)	400 Airport Blvd, Sanford FL 32773
6	Central Branch Library	215 N Oxford Rd., Casselberry FL 32707
7	Public Safety Building	100 Eslinger Way, Sanford FL 32773

**Attachment 2
Covered Equipment**

Exhibit A

Site Name	MFG	Qty	Equipment Description
Seminole County Civil Courthouse 301 North Park Ave Sanford, FL 32772	Trane	2	Marley Cooling Tower to include fan and motor and gear box
		2	Chilled Water Motor/Pump to include related pressure switches and chilled water valve actuator
		2	Condenser Water Motor/Pump to include related pressure switch
		2	Trane RTHA Chiller to include compressor, motor, starter and control panel and tubes
		1	Condenser Water treatment equipment. Includes pumps, sensors and all related equipment.
		2	TACO Hot water pumps
John E. Polk Correctional Facility 211 Eslinger Way Sanford, FL 32773	York	2	Cooling Tower to include fan and motor
		3	Condenser Water Motor/Pump
		8	Chilled Water Motor/Pump to include related pressure switches
		3	Trane/York Chiller to include compressor, motor, starter and control panel
		4	TACO Hot water pumps
Seminole County Services Building 1101 East 1st Street Sanford, FL 32772	Trane	6	Trane CGA Chiller, to include compressors, fans, controls and motor
		6	Associated Pumps for CHW system to include related pressure switch
Criminal Justice Center 101 Eslinger Way Sanford, FL 32773	York	3	Baltimore Air Model #3612 Cooling Tower to include fan and motor and gear box isolation valves and actuators
		7	Chilled water Motor/Pumps to include related pressure switches
		4	Condenser Water Motor/Pump to include related pressure switches
		3	York Model #YTH3-CGE Chiller to include compressor, motor, starter and control panel and tubes
		1	Condenser Water treatment. Includes pumps, sensors and all related equipment.
Health Department in Sanford 400 West Airport Blvd. Sanford, FL 32773	Trane	1	Trane Air Cooled Chiller Model CGA to include pumps, compressors, fans, controls and motor
		1	Chilled water Motor/Pumps to include related pressure switches
Central Branch Library 215 North Oxford Street Casselberry, FL 32707	Trane	3	Trane WCPU SCWFP to include pumps, compressors, fans, controls and motor
		3	Water Motor/Pumps to include related pressure switches
		1	BAC cooling tower
Public Safety Building 100 Eslinger Way Sanford, FL 32773	Carrier	6	Chilled water Motor/Pumps to include related pressure switches
		3	Hot Water Motor/Pump to include related pressure switches
		3	Carrier Trane 30AX chiller to include compressor, motor, starter and control panel and tubes

**Attachment 3
Scheduled Services**

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
Seminole County Civil Courthouse	Trane	2	Marley Cooling Tower to include fan and motor and gear box	CT-A/CT-Q	1 and 3
		2	Chilled Water Motor/Pump to include related pressure switches and chilled water valve actuator	PS-A/PS-Q	1 and 3
		2	Condenser Water Motor/Pump to include related pressure switch	PS-A/PS-Q	1 and 3
		2	Trane RTHA Chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		1	Condenser Water treatment equipment. Includes pumps, sensors and all related equipment.	CEWT-M	12
		2	TACO Hot water pumps	PS-A/PS-Q	1 and 3
		4	Cooling tower cleaning	CTC-A	1
		1	Condenser water treatment	CEWT-M	12
		2	Condenser Tube Brushing	CDC-A	1
John E. Polk Correctional	York	2	Cooling Tower to include fan and motor	CT-A/CT-Q	1 and 3
		3	Condenser Water Motor/Pump	PS-A/PS-Q	1 and 3
		8	Chilled Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Trane/York Chiller to include compressor, motor, starter and control panel	WCC-A/WCC-Q	1 and 3
		4	TACO Hot water pumps	PS-A/PS-Q	1 and 3
		4	Cooling tower cleaning	CTC-A	1
		1	Condenser water treatment	CEWT-M	12
		2	Condenser Tube Brushing	CDC-A	1
		2	Chiller Vibration Analysis	VA-A	1
		2	Refrigerant Analysis	ORA-A	1
		2	Oil Analysis	ORA-A	1

**EXHIBIT C
Scheduled Services**

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
Seminole County Services Building	Trane	6	Trane CGA Chiller, to include compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		6	Associated Pumps for CHW system to include related pressure switch	PS-A/PS-Q	1 and 3
		1	Refrigerant Analysis	ORA-A	1
		1	Oil Analysis	ORA-A	1
Criminal Justice Center	York	3	Baltimore Air Model #3612 Cooling Tower to include fan and motor and gear box isolation valves and actuators	CT-A/CT-Q	1 and 3
		7	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		4	Condenser Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	York Model #YTH3-CGE Chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		1	Condenser Water treatment. Includes pumps, sensors and all related equipment.	CEWT-M	12
		3	Cooling tower cleaning	CTC-A	1
		3	Condenser Tube Brushing	CDC-A	1
		3	Chiller Vibration Analysis	VA-A	1
		3	Refrigerant Analysis	ORA-A	1
		3	Oil Analysis	ORA-A	1

**EXHIBIT C
Scheduled Services**

Exhibit A

1 – Annual
3 – Quarterly
12 – Monthly

Site Name	MFG	Qty	Equipment Description	Scheduled Service Code	Frequency
HHS Airport	Trane	1	Trane Air Cooled Chiller Model CGA to include pumps, compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		1	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		1	Oil Analysis	ORA-A	1
Central Branch Library	Trane	3	Trane WCPU SCWFP to include pumps, compressors, fans, controls and motor	ACC-A/ACC-Q	1 and 3
		3	Water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		1	BAC cooling tower	CT-A/CT-Q	1 and 3
		2	Oil Analysis	ORA-A	1
Public Safety Building	Carrier	6	Chilled water Motor/Pumps to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Hot Water Motor/Pump to include related pressure switches	PS-A/PS-Q	1 and 3
		3	Carrier Trane 30AX chiller to include compressor, motor, starter and control panel and tubes	WCC-A/WCC-Q	1 and 3
		3	Oil Analysis	ORA-A	1

Attachment 4 Seminole County Holidays

Legal holidays when most County buildings will be closed to the public, are as follows:

- 1 New Year's Day
- 2 Martin Luther's King Day
- 3 Memorial Day
- 4 Fourth of July
- 5 Labor Day
- 6 Thanksgiving Day and the Friday after Thanksgiving Day
- 7 Christmas Day

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 RELEASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole County Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	
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PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Exhibit C

Johnson Controls					
Line Item	Year 1	Quantity	Monthly	Unit Cost	Total
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	\$4,439.00	\$53,268.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	\$8,750.00	\$105,000.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	\$4,033.00	\$48,396.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	\$7,874.00	\$94,488.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	\$897.00	\$10,764.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	\$1,987.00	\$23,844.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	\$3,874.50	\$46,494.00
	Total				\$382,254.00

Line Item	Year 2	Quantity	Monthly	Unit Cost	Total
1	Site 1 - Seminole County Civil Courthouse 301 N. Park Ave, Sanford, FL 32772	12	Monthly	\$4,773.00	\$57,276.00
2	Site 2 - John E. Polk Correctional Facility 211 Eslinger Way, Sanford, FL 32773	12	Monthly	\$9,442.00	\$113,304.00
3	Site 3 - Seminole County Services Building 1101 E. 1st Street, Sanford, FL 32772	12	Monthly	\$4,371.00	\$52,452.00
4	Site 4 - Seminole County Criminal Justice Center 101 Eslinger Way, Sanford, FL 32773	12	Monthly	\$8,467.00	\$101,604.00
5	Site 5 - Health Department in Sanford (HHS) 400 Airport Blvd, Sanford, FL 32773	12	Monthly	\$964.50	\$11,574.00
6	Site 6 - Central Branch Library 215 N. Oxford Rd., Casselberry, FL 32707	12	Monthly	\$2,137.00	\$25,644.00
7	Site 7 - Public Safety Building 100 Eslinger Way, Sanford, FL 32773	12	Monthly	\$4,166.00	\$49,992.00
	Total				\$411,846.00

Line Item	These labor rates utilized in cases of force majeure	Quantity	Unit of Measure	Unit Cost	Total
1	Standard Hours Labor Rate for Journeyman Mechanic	1	Price per hour	\$225.00	\$225.00
2	Standard Hours Labor Rate for Apprentice Mechanic	1	Price per hour	\$190.00	\$190.00
3	Non-Standard/Emergency Hours Labor Rate for Journeyman Mechanic	1	Price per hour	\$360.00	\$360.00
4	Non-Standard/Emergency Hours Labor Rate for Apprentice Mechanic	1	Price per hour	\$304.00	\$304.00

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name

Notary Public in and for the County
and State Aforementioned

My commission expires: _____