

PURCHASE AUTHORIZATION

GOODS AND SERVICES AGREEMENT

This Purchase Authorization – Goods and Services Agreement is made as of **Click or tap to enter a date.** (effective date), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Johnson Controls Inc, Milwaukee, WI (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County is authorized to purchase goods and services based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement unit; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by Sourcwell Contract No. 070121; (“Bid”) for 23-0751-Piggyback HVAC Systems and Related Services; and

WHEREAS, Contractor represents that it has the experience and expertise to provide the Goods and perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and, any other information designated in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor’s quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Services Section of this Agreement, and the insurance coverage(s) required in Liability and Insurance Section of this Agreement, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from designated County Facility Representative.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force until the Sourcewell Contract expiration date of August 12, 2025, or until termination of the Agreement, whichever occurs first.
- B. **Term of Performance** - The parties may extend this agreement in conjunction with any extensions made to the cooperative procurement by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the cooperative procurement contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement.

6. Survivability

Costs associated with purchases using the authority provided by this contract will survive the contract itself operating under the contract terms and conditions. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the cooperative term contract by more than 12 months.

Invoices may be billed for these costs on an "in arrears" basis for an additional 12-month period beyond the contract expiration.

7. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

8. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

9. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

10. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

11. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

12. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

13. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

14. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

15. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section ("Goods and Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the twenty-six (26) months not-to-exceed sum of **\$1,319,153.00**, with an annual expenditure not to exceed **\$608,840.00**, for Goods and Services completed and accepted herein if applicable, payable at the rates set out in **Exhibit C – PAYMENT SCHEDULE** attached hereto, upon submittal of an invoice as required herein.
- C. **Travel Expenses** -The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

16. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the County Facility Representative or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Oaki Hitchner, Account Coverage Representative - Johnson Controls Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

17. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

18. Assignment/Subcontracting

The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within 30 business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

19. Personnel

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

20. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

21. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

22. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-

conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

23. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

24. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

27. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

28. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

29. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

30. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

31. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark,

patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

County agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Fla. Stat. 768.28.

- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.
- E. **Limitation of Liability.** In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable in the aggregate for any damages relating to the agreement or the services contemplated thereby in any amount exceeding \$5,000,000.00, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.

32. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

33. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

34. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Holly Conner

Real Estate Management

509 East Avenue South

Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,
 Purchasing and Risk Management Division Director
 Pinellas County Purchasing Department
 400 South Fort Harrison Avenue
 Clearwater, FL

For Contractor:
 Attn: John Frost
 John.dylan.frost@jci.com

35. **Conflict of Interest**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

36. **Right to Ownership**

Notwithstanding anything contained in this Agreement to the contrary, the products to be supplied by Contractor are “commercial items” and “commercially available off-the-shelf items” [as defined in the Federal Acquisition Regulation (FAR), 48 CFR Part 52] .Any software or other intellectual property provided with the System or in connection with the Services is proprietary to Contractor and/or Contractor’s supplier(s) and is licensed or sublicensed to County on a non-exclusive basis. None of the work, work product or services provided shall constitute a “work made for hire” or otherwise become the property of County. County may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Contractor and County and/or the software publisher may be required to use the software and/or obtain updates/upgrades. Unless otherwise agreed by the parties in writing, all Work Product shall become the property of County upon payment therefore. However, all intellectual property rights in Work Product, including but not limited to rights of copyright, trademark and patents, shall remain the property of Contractor. However, Contractor shall grant County a royalty-free, perpetual, irrevocable license to make derivative works of any drawings, specifications and reports provided by Contractor to County pursuant to this Agreement, provided the use of such derivative works is limited to the specific facilities at the specific sites in connection with which they were provided and Contractor receives full payment for the Work Product. As used herein, “Work Product” means collectively all documentation, materials, drawings, specifications, reports Contractor to County pursuant to this Agreement.

Each Party will retain all rights, title and ownership of its own Intellectual Property that it owns or controls as of the Effective Date of this Agreement or that it develops or acquires thereafter.

37. **Amendment**

This Agreement may be amended by mutual written agreement of the Parties hereto.

38. **Severability**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the

Agreement impossible to perform.

39. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

40. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event

41. Order of Precedence

All Exhibits attached or listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Purchase Authorization Agreement which includes Exhibit A – Statement of Work, Exhibit B – Insurance Requirements, Exhibit C – Payment Schedule, Exhibit D – Payment/Invoices, Exhibit E – Dispute Resolution, and Exhibit F - Locations / Cost Breakdown
- B. Sourcewell Contract - Link: <https://www.sourcewell-mn.gov/cooperative-purchasing/070121-jhn>

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

42. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: _____

Signature

Print Name

Title

Date

Contractor

By: 

Signature

Daniel Glenn

Print Name

Operations Manager

Title

10/27/2023

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT A - STATEMENT OF WORK

1. This service shall provide one (1) scheduled comprehensive annual preventive service, inspection and condition assessment with written reports for chiller plants. The condition assessments shall be a focus on the individual components (pumps, chillers, etc.), and the entire system, current performance, physical condition and remaining useful life. Service reports and condition assessment reports shall be delivered no less than thirty (30) days after the annual Preventative Maintenance for the system/equipment is complete. The first annual service shall be one year from previous service. Previous service dates will be provided by the County after contract award.

2. Contractor shall furnish all supervision, labor, materials, equipment, tools, chemicals, transportation, and all effort necessary to perform the requirements herein. Parts shall be billed separately. The cost of parts will be based on the Contractor's cost from the supply house plus a percentage mark-up. Documentation of costs shall accompany all invoices that show the contractor's price.

3. Working Hours: Service shall be made available to the County three hundred sixty-five (365) days per year. The County may require service for repairs outside the normal preventive maintenance scheduling period. Working hours are defined as follows:

Regular business hours (Monday – Friday 7:00am–5:00pm) After hours (Monday – Friday 5:01pm–6:59am)

Weekends (Saturday and Sunday, all hours)

Holidays (County holidays, all hours) - <http://www.pinellascounty.org/holiday.htm>

Preventive maintenance service shall be scheduled during REGULAR business hours.

Overtime Hours: All work performed outside of regular business hours is considered Overtime. All overtime work must be approved by the site contact/Facility Manager.

4. The Contractor shall be available for unscheduled REGULAR service between the hours of 7:00am-5:00pm, Monday through Friday. This will require a THREE (3) hour on-site response time from the time of call. All services requested outside of these times shall be considered AFTER HOURS but will require the same THREE (3) hour on-site response time.

5. With approval from the County, the Contractor will repair or replace any worn parts found during the preventive maintenance service, or when performing non-routine service work to maintain the chillers and chiller components in good working condition. Replacement of chiller parts and chiller component parts shall be billed at Contractor's cost plus the percent markup per Exhibit C -Payment Schedule.

6. Labor pricing to perform REGULAR or AFTER- HOURS repair service is not included in the Preventive Maintenance program portion of this document. Therefore, regular/after hour's service repairs will be performed on a time and materials basis upon approval by the County representative.

7. Contractor shall complete an operations log sheet as part of any maintenance service. The log sheet shall be the chiller manufacturer's standard operation log and shall contain records of operational temperatures, pressures and amperages of the chiller under various loaded conditions. The log sheet shall be attached to the equipment in a clear sealable envelope and maintained for one (1) year to provide analytical data and confirm dates of service and repair.

8. Annual Inspection, Preventive Maintenance and Condition Assessment Report (Checklist)

A report of all inspections, tests performed (as listed below), preventive maintenance and condition assessment shall be supplied annually to the County representative/facility manager. An electronic checklist is the preferred method for submission.

9. Eddy Current Testing:

1) Contractor to perform the following services on the water-cooled chillers covered under this contract:

a) Eddy Current Test 100% of the condenser tubes no less than one time every three (3) years. The technician performing such tests must hold a current Level 2 Eddy Current Testing certification. Proof of such shall be submitted prior to award. A condition assessment report shall accompany the Eddy Current test report detailing the physical characteristics and the remaining useful life of the tubes.

b) Brush 100% of the evaporator tubes no less than one time every five (5) years to be performed within the first twelve (12) months of the contract start.

c) Brush 100% of the condenser tubes annually.

d) Eddy Current Test 100% of the evaporator tubes no less than one time every five (5) years to be performed within the first twelve (12) months of the contract start. Eddy current test 10% of condenser tubes every 2 years. A condition assessment report shall accompany the Eddy Current test report detailing the physical characteristics and the remaining useful life of the tubes.

Contractor must brush tubes before each Eddy Current Test is performed.

Eddy Current Testing may be subcontracted out for no additional cost to the County. The Contractor is responsible for ensuring the subcontracted vendor technicians hold the appropriate certification to conduct such testing.

10. Annual Preventive Maintenance:

A. WATER COOLED CHILLERS:

Provide one comprehensive annual service/inspection and condition assessment to include preventive maintenance as outlined below. Annual service/inspections shall be performed on a schedule provided by Facility Operations (FO), and said services and inspections shall include, but not limited to:

Contractor shall be responsible for scheduling the annual inspection, performing the preventive maintenance and condition assessment, as well as, overall chiller maintenance (main body and all components attached to the body) and ancillary components (equipment such as, but not limited to, refrigerant monitors, evacuation systems, pumps, cooling towers,) in a manner that causes the machine to be fully functional in accordance to manufacturer's and HVAC industry standards.

1) The following shall be the responsibility of the Contractor during the annual preventive maintenance inspections:

a) Lubricate and adjust equipment as required by manufacturer's recommendations.

- b) Inspect and perform Megger testing of electric wiring from the line side starter to its respective motor including VFDs.
- c) Inspection of refrigerant piping between two or more pieces of equipment (excluding chilled water piping) and the insulation of the piping.
- d) Inspect all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment and calibrate as required.
- e) Inspect the starters; ensure proper torque and contact.
- f) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- g) Check all safety switches and alarms for proper operation. Calibrate or adjust as required.

This shall include, but not limited to:

- 1. High-pressure cutoff
 - 2. Low-pressure cutoff
 - 3. Low oil pressure switch
 - 4. Oil pump timers
 - 5. Flow switches
 - 6. Pump interlocks
 - 7. System monitor timers
 - 8. System freeze stats
 - 9. Vane closing switches
- h) Check operation of all operating controls and calibrate as required:
 - 1. Temperature control stats
 - 2. Motor load limit controls
 - 3. Vane operation controls
 - 4. Timers
 - 5. Variable frequency drive units (if applicable)
 - i) Check compressor operation:
 - 1. Performance evaluation
 - 2. Check and record voltage imbalance
 - 3. Check and record amperage balance
 - 4. Check terminal lug torque to specifications
 - 5. Check lubricating system, oil levels, and temperatures
 - 6. Check vane operation under various loaded conditions
 - 7. Check operation of expansion valve, superheat settings
 - 8. Check and evaluate performance of purge compressor unit (if applicable)
 - j) Check operation of chiller unit:
 - 1. Leak check compressor fittings and terminals
 - 2. Leak check purge compressor (if applicable)
 - 3. Leak check oil pump and fittings

4. Leak check relief valves and rupture disk
 5. Leak check all service valves
 6. Locate leaks if refrigerant charge is low
 - k) Check operation of main starter:
 1. Examine contacts on all electrical connections
 2. Verify overload and trip settings
 3. Test all electrical connections per manufacturer's torque specifications
 4. Check terminal lug torque to specifications
 - l) Check operation of chiller:
 1. Measure and record condenser and evaporator approach
 2. Verify operation of the lead lag sequence and change if applicable
- 2) Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines (www.epa.gov). The spectrochemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.
- 3) Vibration Analysis: Shall be conducted on an annual basis and a baseline trend established, charted, and compared with the manufacturer's specifications. This trend chart shall be provided to FO each year apart of the annual preventive maintenance package.
- 4) Perform Megger Insulation Test on compressor motor per manufacturer's specifications and schedule.
 - 5) Complete leak check of chiller and minor leak repairs. Calculate and report refrigerant loss.
 - 6) Checks all seals and replace as needed.
 - 7) Change all filters per chiller maintenance recommendation.
 - 8) Inspect all wiring and connections for tightness and signs of overheating and discoloration.
 - 9) Inspect starter panel and main contacts for pitting/burring. Torque all connections and clean starter with approved cleaner.
 - 10) Inspect internal piping, internal wiring, motor bearings, transmission gears and nuts and check for signs of moisture.
 - 11) Measure and record bearing clearings.
 - 12) Check all linkages for wear and for free and smooth operation.
 - 13) Measure and record motor voltage and amperage and calculate the voltage and current imbalance. Compare amperage with rated amperage.
 - 14) Copy of annual inspection report (Contractor's form) shall be forwarded to Facility Operations for formal review after inspection has been completed.

B. AIR COOLED CHILLERS:

Annual service/inspections shall be performed on a schedule (in Spring) provided by Facility Operations Division (FO), and said services and inspections shall include, but not limited to:

- 1) Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines (www.epa.gov). The spectrochemical analysis will test for wear and corrosion elements in the oil sample.

This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.

- 2) Check oil level in compressor(s) and add as required or change oil if required (after the oil analysis in 1) above is completed).
- 3) Provide all oil filter(s) and driers changes per manufacturers' recommendation.
- 4) Clean condenser coils with metal safe coil cleaner.
- 5) Complete leak check of unit.
- 6) Perform Megger Insulation Test on compressor(s) per manufacturer's specifications and schedule.
- 7) Inspect all wiring and connections for tightness and signs of overheating and discoloration.
- 8) Check and tighten all electrical terminals (motor and control panel including starters) and check contacts for wear. Clean contacts with approved cleaner, cost of cleaner included in the contract. Replace if required.
- 9) Check crankcase heater for proper operation.
- 10) Lubricate condenser fan motors if required, cost of lubricant is included in contract.
- 11) Functionally test and calibrate safety and operating controls per manufacturer's specifications.
- 12) Check refrigerant level and add as required; refrigerant is considered a part.
- 13) Check refrigerant pressures.
- 14) Check superheat and adjust as required.
- 15) Check the operation of all motors and starters including condenser fans and chilled water pump.
- 16) Functionally check external interlocks, flow switch and pumps.
- 17) Verify operation of lead/lag sequence and change if applicable.
- 18) Create a complete operating log and record ambient temperature, operating temperatures, pressures, voltages and amperages, entering and leaving water temperatures, pressure drop across evaporator.
- 19) Measure and record motor voltage and amperage and calculate the voltage and current imbalance. Compare amperage with rated amperage.
- 20) Record all results (including observations) on a log sheet and forward to Facility Operations.

C. PUMPS:

Annual service/inspections shall be performed on a schedule (in Spring) provided by Facility Operations Division (FO), and said services and inspections shall include, but not be limited to:

- 1) Check condition and operation of pump especially for signs of wear, corrosion or damage.
- 2) Check and record flow, discharge and suction readings or pump shut off head against performance curve.
- 3) Check condition and operation of associated valves and flexible connection especially for deterioration or leaks.
- 4) Check condition and operation of connection between pump and motor.
- 5) Check and clean exposed surfaces and touchup paint or protective coatings as required.
- 6) Check condition and security of all anchors and mountings.

- 7) Check and tighten all electrical terminals and check contacts for wear. Clean contacts with approved cleaner or replace if required.
- 8) Perform Megger Insulation Test of motor per manufacturer's specifications and schedule.
- 9) Measure and record motor voltage and amperage and calculate the voltage and current imbalance. Compare amperage with rated amperage.
- 10) Check condition of and clean strainer.
- 11) Lubricate motor and pump bearings as required.
- 12) Record all results (including observations) on a log sheet.
- 13) Perform vibration analysis on all condenser, primary, and secondary pumps.

D. COOLING TOWERS

Annual service/inspections shall be performed on a schedule (in the Spring) provided by Facility Operations Division (FO), and said services and inspections shall include, but not limited to:

- 1) Inspect the condition/cleanliness of all interior and exterior surfaces.
- 2) Check the integrity of drift eliminators.
- 3) Check spray nozzles water distribution. Clean nozzles and remove debris.
- 4) Check fill for physical damage.
- 5) Remove sump strainer, clean and re-install.
- 6) Check condition and operation of ball float valve assembly (of electronic assembly). Reset to correct operational height allowing for pull down volume.
- 7) Coordinate with water treatment provider to check bleed flow rate and reset if required.
- 8) Check unit for unusual sound or vibration. Perform vibration analysis on tower fan.
- 9) Check for any water leaks.
- 10) Check fan motor, shaft and bearing operation.
- 11) Check vibration cut-out switch.
- 12) Lubricate bearings.
- 13) Change oil in gear box using manufacturer specified lubricant.
- 14) Perform Megger Insulation Test of motor per manufacturer's specifications and schedule.
- 15) Measure and record motor voltage and amperage and record the voltage and current imbalance. Compare amperage with rated amperage.
- 16) Record all results (including observations) on a log sheet and forward to FO.

Di. It is understood that the service and maintenance provided for herein DOES NOT include the following:

- 1) Responsibility for equipment room conditions or overall system performance.
- 2) Water treatment and acid cleaning.
- 3) Corrosion or erosion damage to the water side of equipment.
- 4) Disconnect switches and circuit breakers.
- 5) Complementary equipment (for example, but not confined to, the following: cabinets, fixtures, boxes, water supply lines, and drain lines).

Dii. Annual Condition Assessment:

In addition, the annual preventive maintenance, inspection and report, the vendor will provide a comprehensive condition assessment of the chillers and associated components. The condition assessment must include wear and tear condition, equipment life expectancy, operating restrictions, maintenance requirements or recommendations, as well as replacement recommendations. Condition assessments shall be submitted annually in an electronic format, delivered to the designated Facility Representative for each location.

Diii. County Responsibilities:

- 1) The County will keep equipment rooms and spaces free of materials extraneous to said system and move any stock, fixtures, walls or partitions needed to facilitate the work called for herein.
- 2) Water treatment at the chiller sites will be performed by a qualified water treatment firm and will be the responsibility of the County.

EXHIBIT B - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County. Indemnification is capped at \$5,000,000.00.

County agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Fla. Stat. 768.28.

Limitation of Liability. In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable in the aggregate for any damages relating to the agreement or the services contemplated thereby in any amount exceeding \$5,000,000.00, regardless of the cause and whether arising in contract, tort (including negligence) or otherwise.

2. INSURANCE

The Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Vendor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer.

Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. If subcontracting is allowed under this RFP, the Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Vendor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

1) Require each subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.

2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract.

3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.

4) Provide a waiver of subrogation in favor of the County.

5) Assign all warranties directly to the County.

6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles.

If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above.

Limits

Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- 5) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C - PAYMENT SCHEDULE

Sourcewell Cooperative Contract #070121-JHN
Johnson Controls Pricing
HVAC SYSTEMS AND RELATED SERVICES

As of 01/01/23

Product/Service	Discount Type	Discount
Non-Johnson Controls HVAC Controls, Equipment, Security & Fire Products: includes subcontracts, assessments, tools, management, general requirements, engineering services and surveys	Mark up over cost	Cost + 35%
Miscellaneous or parts that do not have a NALP or List Price in JCI Pricing tools	Mark up over cost	Cost + 35%
York Chillers (air-cooled and water cooled)	Discounts from North America List Price (NALP) Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
York Air Handling Equipment	Discounts from North America List Price (NALP) Or List Price depending on JCI Pricing Tool	NALP(List Price) less 55%
Johnson Controls Terminal Units (Variable Air Volume (VAV)& Fan Coil Unit (FCU))	Discounts from List Price	List Price less 55%
Johnson Controls Commercial Unitary Equipment(Series 5, Series 40, Series 100)	Discounts from List Price	List Price less 55%
Johnson Controls DDC Metasys	Discounts from List Price	List Price less 55%
Johnson Controls Security Solutions Products	Discount from List Price	List Price less 15%
Johnson Controls Fire Protection Products	Discount from List Price	List Price less 15%
Johnson Controls Labor associated with Installs, retrofits & Services	Discount from JCI Local Branch Published Street Labor Rates	JCI Local Branch Published Street Rate less 10%
Johnson Controls Sustainable Infrastructure Labor	Discount from Published Sustainable Infrastructure Street Labor Rates	Sustainable Infrastructure Published Street Rate less 10%
Preventative Service Agreements (PSA)	Discount from JCI Local Published Street Labor Rates	List Price less 5%
Digital Solutions - OpenBlue Subscriptions	Discount from JCI List Price	5% Discount off JCI List Price
Energy Efficient Projects with General Requirements and internal/external Purchase Orders for Construction	Mark up over cost	Cost Plus 35%

Pricing Notes:

- All labor rates are based upon standard hours.
- Overtime rates (afterhours, Saturday, Sunday): 1.5 x standard labor rates
- Overtime rates (Holidays): 2 x standard labor rates
- Per diem rates: Based upon location and job role to be provided
- Minimum charge of 4 hours for all overtime work
- Local published street labor rates may be updated at the discretion of JCI
- Mileage – Standard rates apply for service calls calculated from branch to job site
- If List Price or NALP is not available in JCI pricing tool use cost + 35%
- All quotes shall meet the minimum discount percentages listed above.

Sourcewell Cooperative Contract #070121-JHN
Johnson Controls Pricing
HVAC SYSTEMS AND RELATED SERVICES

10. For quoted service (L&M) where a proposal has been requested, depending upon scope, either a fixed price/lump sum, or time and material will be utilized.
11. All quotes will be in accordance with the discounts listed above.
Not to exceed pricing:
The above pricing is submitted as not to exceed pricing and can be adjusted lower but cannot exceed the pricing above for those projects purchased under the agreement. Customer must indicate on the purchase order their intent to use the Sourcewell Agreement.

EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES: Payment Terms are Net 45 Days

Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at ().

EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

Manufacturer	Model #	Serial #	Ton	Section/ Department	Location	Building Description	Install Year	QTY	Annual Cost	3 Year Total	
GROUP A- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- MID SECTION											
Trane	RTAC5004UY0N	U13E06120	500	MID	10750 Ulmerton Rd	Public Safety Campus	2013	1	\$ 3,003.00	\$ 9,009.00	
Carrier	30RBB130655	3110Q74662	125.7	MID	10900 Ulmerton Rd	Medical Examiner	2010	1	\$ 1,211.00	\$ 3,633.00	
Carrier	30RAP0905A08300	2012Q77463	95	MID	12211-A Walsingham Rd	Gulf Coast Museum	2010	1	\$ 1,218.00	\$ 3,654.00	
Carrier	30RAP0506FA02F04	2812Q45564	50	MID	12490 Ulmerton Rd	EMS	2009	1	\$ 743.00	\$ 2,229.00	
Carrier	30RAP0506FA02F04	2812Q45566	50	MID	12490 Ulmerton Rd	EMS	2009	1	\$ 743.00	\$ 2,229.00	
Carrier	30RAP0605FAG0100	4212Q46375	60	MID	12450 Ulmerton Rd	Animal Services	2013	1	\$ 857.00	\$ 2,571.00	
York	YLAA0120SE46XFBBXT	11531D53607220	116	MID	13001 Starkey Rd	Supervisor of Elections	2015	1	\$ 1,194.00	\$ 3,582.00	
York	YLAA0120SE46XFBBXT	11531D53607221	116	MID	13001 Starkey Rd	Supervisor of Elections	2015	1	\$ 1,194.00	\$ 3,582.00	
GROUP C ADINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY-DETENTION											
York	YLAA0120SE46VSD		120	Detention	14840 49St N	Safe Harbor	2019	1	\$ 2,158.00	\$ 6,474.00	
GROUP D- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- SOUTH SECTION											
York	YCAL0056EE17XEBBXTXA	2HXM012880	60	South	647 1st Ave N	Human Services	2011	1	\$ 1,275.00	\$ 3,825.00	
Carrier	30RBA11060B03797	2909273152	110	South	1800 66th St	Old SCSC	2010	1	\$ 1,205.00	\$ 3,615.00	
GROUP E- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- NORTH SECTION											
Carrier	30RAP0606KA08F00	2012Q45037	55	North	3940 Keystone Rd	Brooker Creek	2013	1	\$ 1,275.00	\$ 3,825.00	
York	YLAA0156HE46X	2HVM004270	150	North	22211 Us Hwy 19 N	Public Works	2010	1	\$ 1,185.00	\$ 3,555.00	
York	YLAA0156HE46X	2HVM004271	150	North	22211 Us Hwy 19 N	Public Works	2010	1	\$ 1,185.00	\$ 3,555.00	
York	YLAA0101YE46XBASDTXHXXBLX	2HXM013024	105	North	29582 US Hwy 19 N	North CountyTraffic Court	2010	1	\$ 1,190.00	\$ 3,570.00	
York	YCIV0197VA46VABB	RMSM02948	205	North	509 East Ave South	Real Estate/Real Poperty/Air Quality	2008	1	\$ 2,275.00	\$ 6,825.00	
									Group A Annual Subtotal	\$ 10,163.00	\$ 30,489.00
									Group C Annual Subtotal	\$ 2,158.00	\$ 6,474.00
									Group D Annual Subtotal	\$ 2,480.00	\$ 7,440.00
									Group E Annual Subtotal	\$ 7,110.00	\$ 21,330.00
									AIR COOLED CHILLERS ANNUAL SUBTOTAL	\$ 21,911.00	
									AIR COOLED CHILLERS 3 YEAR TOTAL		\$ 65,733.00

Section F Bid Submittal and Summary
 Bid Number: 21-0082-B(DG)
 Bid Title: Chiller Plant Preventive Maintenance, Repair & Overhaul

Manufacturer	Model #	Serial #	Ton	Section/ Department	Location	Building Description	Install Year	QTY	Eddy Current Cost Year 1*	Cost Year 2	Cost Year 3 with Eddy Current Condenser	WATER COOLED CHILLERS 3 Year Total	
GROUP A- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- MID SECTION													
Carrier	19XR4040	0603Q67804	410	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 2,728.00	\$ 2,863.00	\$ 4,775.00	\$ 10,366.00	
Carrier	19XR4040	0603Q67805	410	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 2,728.00	\$ 2,863.00	\$ 4,775.00	\$ 10,366.00	
Trane	CVHF485	L13C01335	500	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 3,658.00	\$ 3,842.00	\$ 5,800.00	\$ 13,300.00	
Trane	CVHF485	L13C01336	500	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 3,658.00	\$ 3,842.00	\$ 5,800.00	\$ 13,300.00	
York	2FYM003317-46X	YCWL0132SE	132	MID	12490 Ulmerton Rd	EMS	2009	1	\$ 1,328.00	\$ 1,395.00	\$ 3,232.00	\$ 5,955.00	
GROUP B- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- CENTRAL SECTION													
Carrier	19DH6174CL	811331526	285	Central	14250 49th St N	County Justice Center	1982	1	\$ -	\$ -	\$ -	\$ -	
McQuay	PEH087	5ZG8103400	400	Central	14250 49th St N	County Justice Center	1995	1	\$ 2,369.00	\$ 2,487.00	\$ 4,378.00	\$ 9,234.00	
McQuay	PEH087	5ZG8103800	400	Central	14250 49th St N	County Justice Center	1995	1	\$ 2,369.00	\$ 2,487.00	\$ 4,378.00	\$ 9,234.00	
McQuay	PEH087	5ZG8103701	400	Central	14250 49th St N	County Justice Center	1995	1	\$ 2,369.00	\$ 2,487.00	\$ 4,378.00	\$ 9,234.00	
York	HYP744XH30B-46	SEYM-302070	400	Central	14250 49th St N	County Justice Center	2013	1	\$ 4,065.00	\$ 4,268.00	\$ 6,248.00	\$ 14,581.00	
GROUP C- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- DETENTION SECTION													
Carrier	19XRV5051387CQH64	72152	500	Detention	14400 49th St N	Detention	2006	1	\$ 3,278.00	\$ 3,442.00	\$ 5,381.00	\$ 12,101.00	
McQuay	PHH087-ABBB	58D81055-01	800	Detention	14400 49th St N	Detention	1998	1	\$ 3,875.00	\$ 4,069.00	\$ 7,022.00	\$ 14,966.00	
McQuay	PFH087-BCCB	STN0991000061	800	Detention	14400 49th St N	Detention	1999	1	\$ 3,875.00	\$ 4,069.00	\$ 7,022.00	\$ 14,966.00	
York	YKR3RSK3-FBGS	SEEM-826870	1500	Detention	14400 49th St N	IB Building	2018	1	\$ 5,355.00	\$ 5,624.00	\$ 10,338.00	\$ 21,317.00	
York	YKR3RSK3-FBGS	SEEM-826670	1500	Detention	14400 49th St N	IB Building	2018	1	\$ 5,355.00	\$ 5,624.00	\$ 10,338.00	\$ 21,317.00	
GROUP D- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- SOUTH SECTION													
McQuay	WSCO79EAAA	STNV010900044	350	South	545 1st Ave N	St. Petersburg Courthouse	2001	1	\$ 2,980.00	\$ 3,130.00	\$ 4,971.00	\$ 11,081.00	
McQuay	WSCO79EAAA	STO1V01900032	350	South	545 1st Ave N	St. Petersburg Courthouse	2001	1	\$ 2,980.00	\$ 3,130.00	\$ 4,971.00	\$ 11,081.00	
GROUP E- STAR Center													
TRANE- CH-2	CVHF058FA3	L06K05181	600	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2006	1	\$ 5,075.00	\$ 5,328.00	\$ 7,845.00	\$ 18,248.00	
TRANE- CH-3	CVHF870FA4	L15E03034	900	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2015	1	\$ 5,075.00	\$ 5,328.00	\$ 7,845.00	\$ 18,248.00	
TRANE- CH-4	CVHB095	L81J27464	900	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1994	1	\$ 5,075.00	\$ 5,328.00	\$ 7,845.00	\$ 18,248.00	
TRANE- CH-5	CVHF058FA4	L13H03577	600	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2013	1	\$ 5,075.00	\$ 5,328.00	\$ 7,845.00	\$ 18,248.00	
Evaptech	EC530-424		4500	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2006	1	\$ 2,283.00	\$ 2,397.00	\$ 2,516.00	\$ 7,196.00	
									Group A Annual Subtotal	\$ 14,100.00	\$ 14,805.00	\$ 24,382.00	\$ 53,287.00
									Group B Annual Subtotal	\$ 11,172.00	\$ 11,729.00	\$ 19,382.00	\$ 42,283.00
									Group C Annual Subtotal	\$ 21,738.00	\$ 22,828.00	\$ 40,101.00	\$ 84,667.00
									Group D Annual Subtotal	\$ 5,960.00	\$ 6,260.00	\$ 9,942.00	\$ 22,162.00
									Group E Annual Subtotal	\$ 22,583.00	\$ 23,709.00	\$ 33,896.00	\$ 80,188.00
									WATER COOLED CHILLERS ANNUAL SUBTOTAL	\$ 75,553.00	\$ 79,331.00	\$ 127,703.00	\$ 282,587.00
									WATER COOLED CHILLERS 3 YEAR TOTAL				\$ 282,587.00

Manufacturer	Model #	Serial #	Ton	Section/ Department	Location	Building Description	Install Year	QTY	Annual Cost	3 Year Total	
GROUP A- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- MID SECTION											
Marley	NC8305J2SS	NC227886-A1	40	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 1,885.00	\$ 5,655.00	
Marley	NC8305J2SS	NC227886-A2	40	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 1,885.00	\$ 5,655.00	
Clearwater Tower	1LA92154YK60	K06T0089CE7	10	MID	12490 Ulmerton Rd	EMS	2008	1	\$ 1,558.00	\$ 4,674.00	
GROUP B- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- CENTRAL SECTION											
Marley	NC5211SM	1278800198	25	Central	14250 49th N	County Justice Center	1998	1	\$ 1,746.00	\$ 5,238.00	
Marley	NC5211SM	12478800298	25	Central	14250 49th N	County Justice Center	1998	1	\$ 1,746.00	\$ 5,238.00	
Evapco	AT12218B	930203	25	Central	14250 49th N	County Justice Center	1998	1	\$ 1,746.00	\$ 5,238.00	
Evapco	AT12218B	930204	25	Central	14250 49th N	County Justice Center	1995	1	\$ 1,812.00	\$ 5,436.00	
Evapco	AT12218B	930205	25	Central	14250 49th N	County Justice Center	1995	1	\$ 1,812.00	\$ 5,436.00	
GROUP C- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- DETENTION SECTION											
BAC	JE728A	U054111101	40	Detention	14400 49th St N	Healthcare	2006	1	\$ 1,407.00	\$ 4,221.00	
Evapco	KT-14-625	98665	50	Detention	14400 49th St N	Central	1998	1	\$ 1,407.00	\$ 4,221.00	
Evapco	KT-14-624	993489	50	Detention	14400 49th St N	Central	1999	1	\$ 1,407.00	\$ 4,221.00	
BAC	S3E-1424-14R-2	U1753160	50	Detention	14400 49th N	IB	2018	6	\$ 1,407.00	\$ 4,221.00	
GROUP D- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- SOUTH SECTION											
Evapco	AT29928	T011730	15	South	545 1st Ave N	St. Peterburg Courthouse		1	\$ 2,035.00	\$ 6,105.00	
GROUP E- STAR Center											
									Group A Annual Subtotal	\$ 5,328.00	\$ 15,984.00
									Group B Annual Subtotal	\$ 8,862.00	\$ 26,586.00
									Group C Annual Subtotal	\$ 5,628.00	\$ 16,884.00
									Group D Annual Subtotal	\$ 2,035.00	\$ 6,105.00
									COOLING TOWERS ANNUAL SUBTOTAL	\$ 21,853.00	
									COOLING TOWERS 3 YEAR TOTAL		\$ 65,559.00

Manufacturer	Model #	Serial #	GPM	HP	Section/ Department	Location	Building Description	Install Year	QTY	Annual Costs per Unit	Total Annual Costs	3 Year Total	
GROUP A - ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- MID SECTION													
Aurora	411BF	03-845191-1	704	25	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 176.00	\$ 176.00	\$ 528.00	
Aurora	411BF	03-845191-2	704	25	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 176.00	\$ 176.00	\$ 528.00	
Weiman	4095CV	141391-1-2	290	10	MID	12490 Ulmerton Rd	EMS	2000	2	\$ 159.00	\$ 318.00	\$ 954.00	
Bell & Gossett	1510	C151551-02F21	320	10	MID	12490 Ulmerton Rd	EMS	2013	1	\$ 159.00	\$ 159.00	\$ 477.00	
Bell & Gossett	1510	C151551-01F21	320	10	MID	12490 Ulmerton Rd	EMS	2013	1	\$ 159.00	\$ 159.00	\$ 477.00	
Weiman	4095CV	141391-1-2	290	10	MID	12490 Ulmerton Rd	MES	2000	2	\$ 159.00	\$ 318.00	\$ 954.00	
Bell & Gossett	1510	C112844-03H01	320	10	MID	10900 Ulmerton Rd	Medical Examiner	2003	1	\$ 131.00	\$ 131.00	\$ 393.00	
Baldor	JMM3710T			7.5	MID	12211A Walsingham Rd	Gulfcoast Museum	2010	1	\$ 180.00	\$ 180.00	\$ 540.00	
Baldor	JMM3710T			7.5	MID	12211A Walsingham Rd	Gulfcoast Museum	2010	1	\$ 180.00	\$ 180.00	\$ 540.00	
Crane	4066299	DC1619160	1200	75	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 151.00	\$ 151.00	\$ 453.00	
Crane	6L1	11619702	1140	75	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 151.00	\$ 151.00	\$ 453.00	
Crane	5L1	11619703	1140	75	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 151.00	\$ 151.00	\$ 453.00	
Crane	5L1	11619704	1140	75	MID	10750 Ulmerton Rd	PSC	2013	1	\$ 151.00	\$ 151.00	\$ 453.00	
Bell & Gossett	SSF 9.5	C203331-01C51	198.2	5	MID	13001 Starkey Rd	Supervisor of Elections	2015	1	\$ 176.00	\$ 176.00	\$ 528.00	
Bell & Gossett	SSF 9.5	C203832-01D51	198.2	5	MID	13001 Starkey Rd	Supervisor of Elections	2015	1	\$ 176.00	\$ 176.00	\$ 528.00	
GROUP B - ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- CENTRAL SECTION													
Baldor	EM1253IT	394C-931	1760	25	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM253IT	981005	1775	25	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM253IT	Z0811170516	1770	25	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM252IT	193C-931	1760	25	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM2543T	594C-28	1780	50	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM2543T	Z0205290257	1775	50	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
Baldor	EM2543T	594C-26	1780	50	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
US Electric Motors	C700/R01P309R010R-1	C700/R01P309R010R-1	N/A	30	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
US Electric Motors	C700/R01P309R010R-2	C700/R01P309R010R-2	N/A	30	Central	14250 49th St N	County Justice Center		1	\$ 195.00	\$ 195.00	\$ 585.00	
GROUP C - ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- DETENTION SECTION													
Bell & Gossett	8X8.75 BFS	2113459	2040	40	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
Bell & Gossett	8X8.75 BFS	2113473	2040	40	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
Armstrong	8X6X10 4030	C533135	825	7.5	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
Armstrong	6X6X10 4030	C533136	845	15	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
Bell & Gossett	1510 BF 8.125	C042815-02-E70	283	5	Detention	14400 49th St N	Detention		2	\$ 181.00	\$ 362.00	\$ 1,086.00	
Bell & Gossett	1510 BF 8.125	C042815-01	283	5	Detention	14400 49th St N	Detention		2	\$ 181.00	\$ 362.00	\$ 1,086.00	
Taco	FI8013E2SCN1LOA	EC79265/2	3600	125	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
Taco	FI8013E2SCN1LOA	EC79265/2	3600	125	Detention	14400 49th St N	Detention		1	\$ 181.00	\$ 181.00	\$ 543.00	
TACO	KS1013AE2NAJA388M	503947/2/1	1500	80	Detention	14400 49St N	IB	2018	1	\$ 181.00	\$ 181.00	\$ 543.00	
TACO	K5123BE2NJA985M	503947/1/1	1500	80	Detention	14400 49St N	IB	2018	1	\$ 181.00	\$ 181.00	\$ 543.00	
TACO	GT30066GDJAA4A2MB2252D	39171666	2000	225	Detention	14400 49St N	IB	2018	1	\$ 181.00	\$ 181.00	\$ 543.00	
TACO	GT30037GDJAA4A2MB2252D	39171665	2000	225	Detention	14400 49 St N	IB	2018	1	\$ 181.00	\$ 181.00	\$ 543.00	
GROUP D - ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- SOUTH SECTION													
Bell & Gossett	1347	CL1009-001J10	592	7.5	South	545 1st Ave N	St. Petersburg Courthouse		1	\$ 175.00	\$ 175.00	\$ 525.00	
Bell & Gossett	1347	CL1009-002J10	292	7.5	South	545 1st Ave N	St. Petersburg Courthouse		1	\$ 175.00	\$ 175.00	\$ 525.00	
Bell & Gossett	2296	CL1011-002-J10	900	40	South	545 1st Ave N	St. Petersburg Courthouse		1	\$ 175.00	\$ 175.00	\$ 525.00	
Bell & Gossett	2296	CL1011-001-J10	900	40	South	545 1st Ave N	St. Petersburg Courthouse		1	\$ 175.00	\$ 175.00	\$ 525.00	
Taco	FE3010E2H1F210	220173	130	7.5	South	647 1st Ave N	Human Services		1	\$ 175.00	\$ 175.00	\$ 525.00	
Carrier/Armstrong	4X4X64282	319984	264	10	South	1800 66th St		2010	2	\$ 175.00	\$ 350.00	\$ 1,050.00	
GROUP E - ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- NORTH SECTION													
Taco	F11509E2EALOA	69549	182	5	Northwest	3940 Keystone Rd	Brooker Creek	2004	2	\$ 156.00	\$ 312.00	\$ 936.00	
Taco	FI3009EZGCI1LOA	F0907011055	10		Northwest	22211 US Hwy 19 N	Public Works	2010	1	\$ 156.00	\$ 156.00	\$ 468.00	
Taco	FI3009EZGCI1LOA	F0904290465	10		Northwest	22211 US Hwy 19 N	Public Works	2010	1	\$ 156.00	\$ 156.00	\$ 468.00	
Taco	EP00304TE2	LP34B3080014	175	3	Northwest	29582 US Hwy 19 N	North County Traffic Court	2000	2	\$ 156.00	\$ 312.00	\$ 936.00	
Taco	EP00304TE2	LP34B3080014	175	3	Northwest	29582 US Hwy 19 N	North County Traffic Court	2000	2	\$ 156.00	\$ 312.00	\$ 936.00	
Peerless	C1040AM9	VC22598A			Northwest	509 East Ave S	Swisher Bldg.		1	\$ 156.00	\$ 156.00	\$ 468.00	
Peerless	C1040AM9	VC22598B.7			Northwest	509 East Ave S	Swisher Bldg.		1	\$ 156.00	\$ 156.00	\$ 468.00	
TACO	KV3007				Northwest	29582 US Hwy 19 N	North Traffic	2011	1	\$ 156.00	\$ 156.00	\$ 468.00	
TACO	KV3007				Northwest	29582 US Hwy 19 N	North Traffic	2011	1	\$ 156.00	\$ 156.00	\$ 468.00	
TACO	FI3009EZGCI1LOA				Northwest	22211 US Hwy 19 N	ERB	2010	1	\$ 156.00	\$ 156.00	\$ 468.00	
TACO	FI3009EZGCI1LOA				Northwest	22211 US Hwy 19 N	ERB	2010	1	\$ 156.00	\$ 156.00	\$ 468.00	
GROUP F - STAR CENTER													
Aurora CHP-2	10x12x12B		1200	15	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 154.00	\$ 154.00	\$ 462.00	
Aurora CHP-3	10x12x12B		1800	25	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 154.00	\$ 154.00	\$ 462.00	
Aurora CHP-4	10x12x12B		1800	20	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 154.00	\$ 154.00	\$ 462.00	
Aurora CHP-5	10x12x12B		1200	20	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 154.00	\$ 154.00	\$ 462.00	
Aurora CHSP-1	10x12x12B		3000	40	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 167.00	\$ 167.00	\$ 501.00	
Aurora CHSP-2	10x12x12B		3000	40	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1986	1	\$ 167.00	\$ 167.00	\$ 501.00	
Aurora CHSP-3	411A (10x12x12B)		3000	40	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2019	1	\$ 167.00	\$ 167.00	\$ 501.00	
Aurora CHSP-4	411A (10x12x12B)		3000	40	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2019	1	\$ 167.00	\$ 167.00	\$ 501.00	
											Group A Annual Subtotal	\$ 2,753.00	\$ 8,259.00
											Group B Annual Subtotal	\$ 1,755.00	\$ 5,265.00
											Group C Annual Subtotal	\$ 2,534.00	\$ 7,602.00
											Group D Annual Subtotal	\$ 1,225.00	\$ 3,675.00
											Group E Annual Subtotal	\$ 2,184.00	\$ 6,552.00
											Group F Annual Subtotal	\$ 1,284.00	\$ 3,852.00
											CHILLED WATER PUMPS ANNUAL SUBTOTAL	\$ 11,735.00	
											CHILLED WATER PUMPS 3 YEAR TOTAL		\$ 35,205.00

Manufacturer	Model #	Serial #	GPM	HP	Section/ Department	Location	Building Description	Install Year	QTY	Annual Costs per Unit	Total Annual Costs	3 Year Total
GROUP A- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- MID SECTION												
Aurora	411BF	03-845191-1	1230	25	MID	10900 Ulmerton Rd, Largo	Medical Examiner	2003	1	\$ 177.00	\$ 177.00	\$ 531.00
Aurora	411BF	03-845191-2	1230	25	MID	10900 Ulmerton Rd, Largo	Medical Examiner	2003	1	\$ 177.00	\$ 177.00	\$ 531.00
Crane	6L2	T1619700	1565	50	MID	10750 Ulmerton Rd, Largo	PSC	2013	1	\$ 158.00	\$ 158.00	\$ 474.00
Crane	6L2	T1619701	1565	50	MID	10750 Ulmerton Rd, Largo	PSC	2013	1	\$ 158.00	\$ 158.00	\$ 474.00
Crane	6L2	6L2	1565	50	MID	10750 Ulmerton Rd, Largo	PSC	2013	1	\$ 158.00	\$ 158.00	\$ 474.00
AMW Weinman	3K2A-75PN24G	141228-1	300	7.5	MID	12490 Ulmerton Rd, Largo	EMS		1	\$ 180.00	\$ 180.00	\$ 540.00
AMW Weinman	3K2A-75PN24G	141288-2	300	7.5	MID	12490 Ulmerton Rd, Largo	EMS		1	\$ 180.00	\$ 180.00	\$ 540.00
GROUP B- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- CENTRAL SECTION												
Marathon	AVM324TTFC4026AB-S	N/A	N/A	40	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
Marathon	AVM324TTFC4026AB-S	N/A	N/A	40	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
Marathon	AVM324TTFC4026AB-S	N/A	N/A	40	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
Baldor	EM2539T	Z0208150221	N/A	40	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
Baldor	EM2539T	Z0910220631	N/A	25	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
US Electric Motors	C123/R01P329R014F	N/A	N/A	25	Central	14250 49th St N, Clearwater	County Justice Center		1	\$ 153.00	\$ 153.00	\$ 459.00
GROUP C- ADMINISTRATIVE SERVICES, FACILITIES AND REAL PROPERTY- DETENTION SECTION												
Bell & Gossett	1510	21112330	N/A	50	Detention	14400 49th St N, Clearwater	Detention- Central		1	\$ 177.00	\$ 177.00	\$ 531.00
Bell & Gossett	1510	N Plate	N/A	50	Detention	14400 49th St N, Clearwater	Detention- Central		1	\$ 177.00	\$ 177.00	\$ 531.00
Armstrong	8X6X104030	533577	1600	40	Detention	14400 49th St N, Clearwater	Detention- HC		1	\$ 177.00	\$ 177.00	\$ 531.00
TACO	K51213BE2GJC116M	503947/3/1	1500	80	Detention	14400 49th St N, Clearwater	Detention- IB	2018	1	\$ 177.00	\$ 177.00	\$ 531.00
TACO	K51213BE2GJC116M	503947/4/1	1500	80	Detention	14400 49th St N, Clearwater	Detention- IB	2018	1	\$ 177.00	\$ 177.00	\$ 531.00
TACO	K51213BE2GJC116M	503947/4/1	1500	80	Detention	14400 49th St N, Clearwater	Detention- IB	2018	1	\$ 177.00	\$ 177.00	\$ 531.00
TACO	K51213BE2GJC116M	503947/3/1	1500	80	Detention	14400 49th St N, Clearwater	Detention- IB	2018	1	\$ 177.00	\$ 177.00	\$ 531.00
GROUP D- STAR CENTER												
Aurora CWP-1	411BF (8x10x15B)	83115301	2700	50	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2006/2018	1	\$ 162.00	\$ 162.00	\$ 486.00
Aurora CWP-2	411BF (8x10x15B)	21-2601321-1	2700	50	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2022	1	\$ 162.00	\$ 162.00	\$ 486.00
Aurora CWP-3	411BF (8x10x15B)	21-2601321-2	2700	50	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	2022	1	\$ 162.00	\$ 162.00	\$ 486.00
Aurora CWP-4	411BF (8x10x15B)		2700	50	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1983	1	\$ 162.00	\$ 162.00	\$ 486.00
Aurora CWP-6	411BF (8x10x15B)		2700	50	STAR CENTER	7887 Bryan Dairy Rd, Largo	Bldg 500 chiller plant	1983	1	\$ 162.00	\$ 162.00	\$ 486.00
Group A Annual Subtotal											\$ 1,188.00	
Group B Annual Subtotal											\$ 918.00	
Group C Annual Subtotal											\$ 1,239.00	
Group D Annual Subtotal											\$ 810.00	
CONDENSER WATER PUMPS ANNUAL SUBTOTAL											\$ 4,155.00	
CONDENSER WATER PUMPS 3 YEAR TOTAL												\$ 12,465.00

SCHEDULED COMPREHENSIVE ANNUAL SERVICE AND INSPECTION	
Water Cooled Chillers Three (3) Year Total	\$ 282,587.00
Air Cooled Chillers Three (3) Year Total	\$ 65,733.00
Cooling Towers Three (3) Year Total	\$ 65,559.00
Chilled Water Pumps Three (3) Year Total	\$ 35,205.00
Condenser Water Pumps Three (3) Year Total	\$ 12,465.00
Preventative Maintenance Three (3) Year Total	\$ 461,549.00

	Estimated Hours for Three (3) Years	Labor Rate per Hour	TOTAL
REPAIRS			
Standard hourly repair rate	3,200	120	\$ 384,000.00
Overtime/Emergency hourly repair rate	400	162	\$ 64,800.00
Repair Three (3) Year Total			\$ 448,800.00

	Estimated Three (3) Year Expenditure	% Mark Up	TOTAL (Cost plus % markup)
PARTS			
Estimated Parts at Cost Plus	\$200,000.00	35%	\$270,000.00
Unspecified Work Three (3) Year Total			\$ 156,000.00
GRAND TOTAL: Three (3) Year Preventative Maintenance, Repair, Parts, and Unspecified			\$ 1,326,349.00

ALL SERVICES MUST BE BID TO BE CONSIDERED FOR AWARD.

UNSPECIFIED AMOUNT: \$156,000.00

Unspecified work is defined as services that may be required due to unexpected conditions or events, including options listed below. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed. Unspecified will not exceed \$156,000 over the three (3) year term of the contract. Unspecified items will not be used to determine award and are not guaranteed to be used.

OVERHAUL SERVICES

Overhaul (complete re-building of the chiller compressor including replacing all worn parts with new parts): Required prior approval from the County.

Not used to determine award. Street Rate shall be listed on the Invoice.

Description	Standard Hourly	Overtime/Emergency	Estimated Parts at Cost Plus
Water Cooled Chillers	Street Rate less 10%	Street Rate less 10%	Cost Plus 35% Mark up
Air Cooled Chillers	Street rate less 10%	Street Rate less 10%	Cost Plus 35% Mark up
Cooling Towers	Street Rate less 10%	Street Rate less 10%	Cost Plus 35% Mark up
Chilled Water Pumps	Street Rate less 10%	Street Rate less 10%	Cost Plus 35% Mark up
Condenser Water Pumps	Street Rate less 10%	Street Rate less 10%	Cost Plus 35% Mark up