

**CONTINUING SERVICES AGREEMENT WITH THERMASERVE MECHANICAL, INC.  
FOR ANNUAL PREVENTATIVE MAINTENANCE SERVICES FOR COUNTY-OWNED  
CHILLERS/COOLING TOWERS AND BOILERS  
NO. 14247**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and ThermaServe Mechanical, Inc., a foreign for profit corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued a(n) ITB seeking qualified firms or individuals to provide annual preventative maintenance services for county owned chillers/cooling towers and boilers; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

**WHEREAS**, the Contractor is willing to provide the work and services to the County; and

**WHEREAS**, the County desires to engage Contractor to provide the work and services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Preventative Maintenance Services for County Owned Chillers/Cooling Towers and Boilers, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective on October 1, 2024 (“effective date”) and continues until the September 30, 2026, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year terms.
4. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
  - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
  - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
  - C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.

D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Authorization for Services.** Within 60 days of the effective date of this contract, the Contractor shall provide a schedule for completing the Services in Exhibit "1" for each piece of equipment identified in Exhibit "2". Services may begin prior to providing the complete schedule with approval from the Facilities Manager. Upon receipt of the full schedule, the Facilities Manager will review, make changes if necessary, and return the approved schedule to the Contractor. The approved schedule will provide authorization for the Services. The Contractor will provide monthly notifications of equipment being Serviced in the upcoming month.

6. **Payment.**

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree the amount to be paid to Contractor for the Services required will not exceed **One Hundred Ten Thousand, Four Hundred Twenty-Nine Dollars and Sixty-Seven Cents (\$110,429.67) annually** ("NTE amount"). Services will be billed at the rates contained in Exhibit "2". No additional payments are to be authorized under this agreement. Any deficiencies found during the performance of the Services will be quoted and procured using standard County procurement methods.

B. Contractor must provide detailed supporting documentation with any Work Order.

C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed, and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601

D. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.
8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.
9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.
10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.
11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person

submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour      \$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

ThermaServe Mechanical, Inc.  
6695 Colray Ct. Suite 301  
Jacksonville, Florida 32258  
(904) 476-3340  
[jtheologus@thermaserve.com](mailto:jtheologus@thermaserve.com)

To County:

Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida, 32601  
(352) 374-5286  
[FacFiscal@alachuacounty.us](mailto:FacFiscal@alachuacounty.us)

cc: With a copy electronically sent to:  
Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify,

and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

J. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

K. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf



attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

P. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

*Remainder of Page Intentionally Left Blank*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

**CONTRACTOR**

DocuSigned by:  
*Scott Royer*  
By: \_\_\_\_\_  
08BA958B57GD437...  
Print: Scott Royer  
Title: President  
Date: 5/10/2024

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mary C. Alford, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

## **Exhibit 1: Scope of Services**

# Scope of Services

## 1. Annual - Water Cooled Chillers Preventive Maintenance

### **Annual – Starter and Control Panel**

- Check electrical connections in starter for tightness and condition.
- Check overload dashpots for proper oil level.
- Check condition of all starter contractors.
- Check and/or calibrate motor temperature control (record setting).
- Check and/or calibrate high-pressure control (record setting).
- Check and/or calibrate oil failure control with gradual switch (record setting).
- Check and/or calibrate oil temperature control (record setting).
- Check and/or calibrate low temperature control (record setting).
- Check control panel gauges for calibration.
- Check condition of all relays in control panel.
- Check both timers in control panel.
- Tighten and service all electrical connectors in control panel.
- Check for proper operation of solenoid air valve.
- Check and/or calibrate P.E. switch (record setting).
- Check complete interlocking control circuit.
- Check starter for proper operation (if possible).

### **Annual - Lubrication System**

- Check oil pump motor (record megohm reading).
- Obtain oil sample for lab analysis (once annually)\*
- Inspect all external oil lines and fittings.
- Check condition and calibration of oil temperature thermometer.
- Check and tighten oil pump motor electrical connections.

\*Note: Should lab results indicate that the oil is in need of replacement, resulting costs shall be in addition to this agreement

### **Annual - Compressor and Motor**

- Check compressor motor, (record megohm readings)
- Lubricate bearings in vane control shaft. Inspect external fittings on compressor. Inspect vane shaft linkages and bearings. Check operation of vane control motor.
- Check electrical connections and terminals on compressor motor.

### **Annual - Purge System**

- Change oil in purge compressor, annually.
- Check setting of purge relief valve (record setting).
- Inspect and adjust belt alignment and tension on purge compressor. Clean purge condenser, replace gaskets.
- Lubricate purge compressor motor.

- Check for proper operation of purge solenoid valve. Clean strainer in purge cooling water line.
- Clean oil separator and charge with new oil; replace gaskets. Check and calibrate purge pressure control (record setting). Leak test purge system.

### **Annual - General Unit Components**

- Pull blank head on blank end only and brush evaporator and condenser tubes
- Perform Eddy current test and provide results in 1<sup>st</sup> yr. of contract. Then provide Eddy current testing every 3 yrs. following should the contract be renewed.
- Check condition of all site glasses on unit.
- Verify operation of chilled water and condenser water pumps. Check refrigerant charge.
- Inspect condenser tubes, annually, brush if required.
- Maintain service records and record conditions for each component.
- Submit report stating existing conditions and any additional repairs or modifications required.

### **Annual - Operational Inspection**

- Check lubrication system. Check on-board chiller controls.
- Review operation of chillers with operations personnel. Review operation log for trends.
- Document performance readings.
- Check system for indications of leaks, or other abnormalities.

### **Annual - Controls – Chiller Plant**

- Check control set-points and control response (selected systems – annually)
- Check signal source and verify operation (annually)
- Check operation of refrigeration components (air drier, purge) Check volts and amperages of motors
- Check and purge auto-drain of condensate Check oil filters
- Submit report stating existing conditions and any additional repairs or modifications required

### **Annual - Operational Procedures – Chiller Plant**

- Verify operational condition of each piece of equipment
- Check each system audio/visually for unusual noise and/or vibration Check cabinet panels and structural components
- Check unitary controls, temperature, and operational indicators if applicable
- Submit report stating existing conditions and any additional repairs or modifications required

## **2. Annual Air Cooled Chillers Preventive Maintenance**

### **Annual Inspection**

- Check refrigerant cycle for proper conditions.
- Check compressor oil level and oil pressure, if applicable. Service and tighten electrical connections.
- Check all operating and safety controls.
- Check evaporator and condensers for proper heat transfer.

- Check and record entering and leaving chilled water temperatures. Check and record suction and discharge pressures.
- Check sight glass and moisture indicators.
- Measure and record amp readings on all motors and compressors. Check control interface and operation (on-board)
- Check and record operating parameters Check operation of all condenser fans
- Check condenser coils for proper condition and cleanliness
- Maintain service records and record conditions for each component.
- Submit report stating existing conditions and any additional repairs or modifications required.

### **Annual Operational Inspection**

- Check refrigerant cycle for proper conditions.
- Check compressor oil level and oil pressure, if applicable. Service and tighten electrical connections.
- Check all operating and safety controls.
- Check evaporator and condensers for proper heat transfer.
- Check and record entering and leaving chilled water temperatures.
- Check and record suction and discharge pressures.
- Check sight glass and moisture indicators.
- Measure and record amp readings on all motors and compressors.
- Check control interface and operation (on-board)
- Check and record operating parameters
- Check operation of all condenser fans
- Maintain service records and record conditions for each component.
- Submit report stating existing conditions and any additional repairs or modifications required.

### **Annual Audio/Visual Inspections - All Systems**

- Verify operational condition of each piece of equipment
- Check each system audio/visually for unusual noise and/or vibration
- Check cabinet panels and structural components
- Check unitary controls, temperature, and operational indicators if applicable
- Submit report stating existing conditions and any additional repairs or modifications required

## **3. Annual Cooling Towers Preventive Maintenance**

### **Annual Cooling Towers**

- Drain, flush and pressure wash basin and fill (once annually)
- Check condition of belts and/or drive assemblies (bearings, gear boxes, etc.)
- Check drive transmission oil level, if applicable
- Check basin float and assembly and clean strainer(s)
- Check basin and structural components for water leaks
- Lubricate bearings where applicable
- Check and record motor amperage(s)
- Check tower for algae or scale deposits
- Submit report stating existing conditions and any additional repairs or modifications required.

#### 4. Boilers Preventive Maintenance

##### **Annual & Operational**

- Check safety relief valve
- Check water level gauge glass
- Lwco-blow down & lock out
- Inspect refractory
- Blow down boiler
- Blow down gauge glass Check external surfaces Check burner operation Check burner control system Check gas regulator
- Check burner linkages Check for gas leaks Check gas safety switch
- Check gas valve/operation & leak by Check draft fan
- Check temperature controls w/a Check condensate float valve w/a Check condensate return pumps w/a Check condensate tank w/a
- Check condensate pumps w/a Check safety switches w/a Check pressure controls w/a
- Water feeder blow down & lock out

##### **Annual Cleaning**

- Clean fire sides
- Clean flue at breaching only Clean water side

#### 5. Add/Delete Locations as per Contract

The County reserves the option to add or delete locations within the scope of the bid, by accepting a mutually-agreed upon price or by obtaining such items via the County's regular Procurement Procedures, as deemed in the best interest of the County.

## Exhibit 2: Rate Schedule



Alachua County, Florida

### Procurement

Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601

## [THERMASERVE MECHANICAL INC.] RESPONSE DOCUMENT REPORT

ITB No. ITB 24-55-MB

Annual County Owned Chillers/Cooling Towers and Boilers Preventative Maintenance Services

RESPONSE DEADLINE: February 14, 2024 at 2:00 pm

Report Generated: Thursday, April 18, 2024

## ThermaServe Mechanical Inc. Response

### CONTACT INFORMATION

**Company:**

ThermaServe Mechanical Inc.

**Email:**

[jtheologus@thermaserve.com](mailto:jtheologus@thermaserve.com)

**Contact:**

James Theologus

**Address:**

6695 Colray Ct  
Suite 301  
Jacksonville, FL 32258

**Phone:**

(904) 476-3340

**Website:**

[Thermaserve.com](http://Thermaserve.com)

**Submission Date:**

Feb 13, 2024 5:36 PM

## PRICE TABLES

## ANNUAL – STARTER AND CONTROL PANEL

Water Cooled Chillers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 1            | Courthouse, Civil          | 2        | Annually        | \$308.42  | \$616.84          |
| 2            | Courthouse, Criminal       | 2        | Annually        | \$538.41  | \$1,076.82        |
| 3            | Administration Building    | 2        | Annually        | \$339.98  | \$679.96          |
| 4            | CCC Building               | 2        | Annually        | \$253.80  | \$507.60          |
| 5            | County Jail                | 2        | Annually        | \$381.27  | \$762.54          |
| 6            | Community Support Services | 2        | Annually        | \$366.38  | \$732.76          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$4,376.52</b> |

## ANNUAL - LUBRICATION SYSTEM

Water Cooled Chillers

| Line Item  | Description                | Quantity | Unit of Measure | Unit Cost | Total    |
|--|----------------------------|----------|-----------------|-----------|----------|
| 1  | Civil Courthouse           | 2        | Annually        | \$205.61  | \$411.22 |
| 2  | Criminal Courthouse        | 2        | Annually        | \$358.97  | \$717.94 |
| 3  | Administration Building    | 2        | Annually        | \$226.65  | \$453.30 |
| 4  | CCC Building               | 2        | Annually        | \$169.20  | \$338.40 |
| 5  | County Jail                | 2        | Annually        | \$254.18  | \$508.36 |
| 6  | Community Support Services | 2        | Annually        | \$244.45  | \$488.90 |
| <b>*Note: Should lab results indicate that the oil is in need of replacement, resulting costs shall be in addition to this Contract.</b> |                            |          |                 |           |          |



| Line Item    | Description | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|-------------|----------|-----------------|-----------|-------------------|
| <b>TOTAL</b> |             |          |                 |           | <b>\$2,918.12</b> |

**ANNUAL - COMPRESSOR AND MOTOR**

Water Cooled Chillers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 1            | Civil Courthouse           | 2        | Annually        | \$308.42  | \$616.84          |
| 2            | Criminal Courthouse        | 2        | Annually        | \$538.41  | \$1,076.82        |
| 3            | Administration Building    | 2        | Annually        | \$339.98  | \$679.96          |
| 4            | CCC Building               | 2        | Annually        | \$253.80  | \$507.60          |
| 5            | County Jail                | 2        | Annually        | \$381.27  | \$762.54          |
| 6            | Community Support Services | 2        | Annually        | \$366.38  | \$732.76          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$4,376.52</b> |

**ANNUAL - PURGE SYSTEM**

Water Cooled Chillers

| Line Item | Description             | Quantity | Unit of Measure | Unit Cost | Total      |
|-----------|-------------------------|----------|-----------------|-----------|------------|
| 1         | Civil Courthouse        | 2        | Annually        | \$514.03  | \$1,028.06 |
| 2         | Criminal Courthouse     | 2        | Annually        | \$897.43  | \$1,794.86 |
| 3         | Administration Building | 2        | Annually        | \$566.63  | \$1,133.26 |
| 4         | CCC Building            | 2        | Annually        | \$423.00  | \$846.00   |
| 5         | County Jail             | 2        | Annually        | \$635.45  | \$1,270.90 |

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 6            | Community Support Services | 2        | Annually        | \$610.63  | \$1,221.26        |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$7,294.34</b> |

**ANNUAL - GENERAL UNIT COMPONENTS**

Water Cooled Chillers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost  | Total              |
|--------------|----------------------------|----------|-----------------|------------|--------------------|
| 1            | Civil Courthouse           | 2        | Annually        | \$2,262.23 | \$4,524.46         |
| 2            | Criminal Courthouse        | 2        | Annually        | \$4,307.64 | \$8,615.28         |
| 3            | Administration Building    | 2        | Annually        | \$2,449.17 | \$4,898.34         |
| 4            | CCC Building               | 2        | Annually        | \$2,030.40 | \$4,060.80         |
| 5            | County Jail                | 2        | Annually        | \$3,939.02 | \$7,878.04         |
| 6            | Community Support Services | 2        | Annually        | \$2,933.40 | \$5,866.80         |
| <b>TOTAL</b> |                            |          |                 |            | <b>\$35,843.72</b> |

**ANNUAL OPERATIONAL INSPECTION**

Water Cooled Chillers

| Line Item | Description             | Quantity | Unit of Measure | Unit Cost | Total    |
|-----------|-------------------------|----------|-----------------|-----------|----------|
| 1         | Civil Courthouse        | 2        | Each            | \$205.61  | \$411.22 |
| 2         | Criminal Courthouse     | 2        | Each            | \$358.97  | \$717.94 |
| 3         | Administration Building | 2        | Each            | \$226.65  | \$453.30 |
| 4         | CCC Building            | 2        | Each            | \$169.20  | \$338.40 |

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 5            | County Jail                | 2        | Each            | \$254.18  | \$508.36          |
| 6            | Community Support Services | 2        | Each            | \$244.45  | \$488.90          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$2,918.12</b> |

**ANNUAL CONTROLS – CHILLER PLANT**  
Water Cooled Chillers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 1            | Civil Courthouse           | 2        | Each            | \$443.89  | \$887.78          |
| 2            | Criminal Courthouse        | 2        | Each            | \$315.49  | \$630.98          |
| 3            | Administration Building    | 2        | Each            | \$249.33  | \$498.66          |
| 4            | CCC Building               | 2        | Each            | \$320.60  | \$641.20          |
| 5            | County Jail                | 2        | Each            | \$263.09  | \$526.18          |
| 6            | Community Support Services | 2        | Each            | \$258.23  | \$516.46          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$3,701.26</b> |

**ANNUAL OPERATIONAL PROCEDURES – CHILLER PLANT**  
Water Cooled Chillers

| Line Item | Description             | Quantity | Unit of Measure | Unit Cost | Total    |
|-----------|-------------------------|----------|-----------------|-----------|----------|
| 1         | Civil Courthouse        | 2        | Each            | \$410.69  | \$821.38 |
| 2         | Criminal Courthouse     | 2        | Each            | \$358.97  | \$717.94 |
| 3         | Administration Building | 2        | Each            | \$226.65  | \$453.30 |

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 4            | CCC Building               | 2        | Each            | \$269.20  | \$538.40          |
| 5            | County Jail                | 2        | Each            | \$254.18  | \$508.36          |
| 6            | Community Support Services | 2        | Each            | \$244.45  | \$488.90          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$3,528.28</b> |

**ANNUAL INSPECTION**  
Air Cooled Chillers

| Line Item    | Description                          | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|--------------------------------------|----------|-----------------|-----------|-------------------|
| 1            | Public Defender Building             | 1        | Annually        | \$596.19  | \$596.19          |
| 2            | Records Building                     | 1        | Annually        | \$356.73  | \$356.73          |
| 3            | ASO Administration                   | 1        | Annually        | \$758.34  | \$758.34          |
| 4            | Public Works Administration Building | 1        | Annually        | \$569.58  | \$569.58          |
| 5            | J.T. Walls                           | 2        | Annually        | \$552.57  | \$1,105.14        |
| <b>TOTAL</b> |                                      |          |                 |           | <b>\$3,385.98</b> |

**ANNUAL OPERATIONAL INSPECTION**  
Air Cooled Chillers

| Line Item | Description              | Quantity | Unit of Measure | Unit Cost | Total    |
|-----------|--------------------------|----------|-----------------|-----------|----------|
| 1         | Public Defender Building | 1        | Each            | \$596.19  | \$596.19 |
| 2         | Records Building         | 1        | Each            | \$356.73  | \$356.73 |
| 3         | ASO Administration       | 1        | Each            | \$758.34  | \$758.34 |

| Line Item    | Description                          | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|--------------------------------------|----------|-----------------|-----------|-------------------|
| 4            | Public Works Administration Building | 1        | Each            | \$569.58  | \$569.58          |
| 5            | J.T. Walls                           | 2        | Each            | \$552.57  | \$1,105.14        |
| <b>TOTAL</b> |                                      |          |                 |           | <b>\$3,385.98</b> |

**ANNUAL AUDIO/VISUAL INSPECTIONS - ALL SYSTEMS**

Air Cooled Chillers

| Line Item    | Description                          | Quantity | Unit of Measure | Unit Cost  | Total             |
|--------------|--------------------------------------|----------|-----------------|------------|-------------------|
| 1            | Public Defender Building             | 1        | Each            | \$1,192.38 | \$1,192.38        |
| 2            | Records Building                     | 1        | Each            | \$713.46   | \$713.46          |
| 3            | ASO Administration                   | 1        | Each            | \$1,516.68 | \$1,516.68        |
| 4            | Public Works Administration Building | 1        | Each            | \$189.86   | \$189.86          |
| 5            | J.T. Walls                           | 2        | Each            | \$368.38   | \$736.76          |
| <b>TOTAL</b> |                                      |          |                 |            | <b>\$4,349.14</b> |

**ANNUAL COOLING TOWERS INSPECTION**

| Line Item | Description             | Quantity | Unit of Measure | Unit Cost  | Total      |
|-----------|-------------------------|----------|-----------------|------------|------------|
| 1         | Civil Courthouse        | 2        | Each            | \$822.44   | \$1,644.88 |
| 2         | Criminal Courthouse     | 2        | Each            | \$1,148.81 | \$2,297.62 |
| 3         | Administration Building | 1        | Each            | \$1,813.20 | \$1,813.20 |
| 4         | CCC Building            | 2        | Each            | \$876.80   | \$1,753.60 |

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost  | Total              |
|--------------|----------------------------|----------|-----------------|------------|--------------------|
| 5            | County Jail                | 1        | Each            | \$1,781.27 | \$1,781.27         |
| 6            | Community Support Services | 2        | Each            | \$977.80   | \$1,955.60         |
| <b>TOTAL</b> |                            |          |                 |            | <b>\$11,246.17</b> |

**ANNUAL INSPECTION**

Boilers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total             |
|--------------|----------------------------|----------|-----------------|-----------|-------------------|
| 1            | Civil Courthouse           | 1        | Annually        | \$822.44  | \$822.44          |
| 2            | Criminal Courthouse        | 2        | Annually        | \$717.94  | \$1,435.88        |
| 3            | Administration Building    | 2        | Annually        | \$453.30  | \$906.60          |
| 4            | Public Defender Building   | 2        | Annually        | \$198.73  | \$397.46          |
| 5            | Records Building           | 1        | Annually        | \$237.82  | \$237.82          |
| 6            | ASO Administration         | 1        | Annually        | \$505.56  | \$505.56          |
| 7            | CCC Building               | 2        | Annually        | \$276.60  | \$553.20          |
| 8            | County Jail                | 2        | Annually        | \$254.18  | \$508.36          |
| 9            | J.T. Walls                 | 1        | Annually        | \$368.38  | \$368.38          |
| 10           | Community Support Services | 2        | Annually        | \$488.50  | \$977.00          |
| <b>TOTAL</b> |                            |          |                 |           | <b>\$6,712.70</b> |

**ANNUAL OPERATIONAL INSPECTION**

Boilers

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost  | Total             |
|--------------|----------------------------|----------|-----------------|------------|-------------------|
| 1            | Civil Courthouse           | 1        | Each            | \$822.44   | \$822.44          |
| 2            | Criminal Courthouse        | 2        | Each            | \$717.94   | \$1,435.88        |
| 3            | Administration Building    | 2        | Each            | \$453.30   | \$906.60          |
| 4            | Public Defender Building   | 2        | Each            | \$397.46   | \$794.92          |
| 5            | Records Building           | 1        | Each            | \$475.64   | \$475.64          |
| 6            | ASO Administration         | 1        | Each            | \$1,011.12 | \$1,011.12        |
| 7            | CCC Building               | 1        | Each            | \$338.40   | \$338.40          |
| 8            | County Jail                | 2        | Each            | \$254.18   | \$508.36          |
| 9            | J.T. Walls                 | 1        | Each            | \$368.38   | \$368.38          |
| 10           | Community Support Services | 2        | Each            | \$488.50   | \$977.00          |
| <b>TOTAL</b> |                            |          |                 |            | <b>\$7,638.74</b> |

**ANNUAL CLEANING**  
Boilers

| Line Item | Description              | Quantity | Unit of Measure | Unit Cost  | Total      |
|-----------|--------------------------|----------|-----------------|------------|------------|
| 1         | Civil Courthouse         | 1        | Annually        | \$822.44   | \$822.44   |
| 2         | Criminal Courthouse      | 2        | Annually        | \$1,005.69 | \$2,011.38 |
| 3         | Administration Building  | 2        | Annually        | \$723.22   | \$1,446.44 |
| 4         | Public Defender Building | 2        | Annually        | \$397.46   | \$794.92   |
| 5         | Records Building         | 1        | Annually        | \$475.64   | \$475.64   |

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost  | Total             |
|--------------|----------------------------|----------|-----------------|------------|-------------------|
| 6            | ASO Administration         | 1        | Annually        | \$1,011.12 | \$1,011.12        |
| 7            | CCC Building               | 1        | Annually        | \$338.40   | \$338.40          |
| 8            | County Jail                | 2        | Annually        | \$254.18   | \$508.36          |
| 9            | J.T. Walls                 | 1        | Annually        | \$368.38   | \$368.38          |
| 10           | Community Support Services | 2        | Annually        | \$488.50   | \$977.00          |
| <b>TOTAL</b> |                            |          |                 |            | <b>\$8,754.08</b> |



### **Exhibit 3: Insurance Requirements**

#### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who’s employees handle funds )**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

## **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Contract. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

Exhibit 3-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |                                      |                               |
|---|--------------------------------------|-------------------------------|
| PRODUCER<br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | CONTACT NAME: WTW Certificate Center |                               |
|   | PHONE (A/C, No, Ext): 1-877-945-7378 | FAX (A/C, No): 1-888-467-2378 |
| E-MAIL ADDRESS: certificates@wtwco.com  |                                      |                               |
| INSURER(S) AFFORDING COVERAGE   |                                      | NAIC #                        |
| INSURER A: Hartford Fire Insurance Company  |                                      | 19682                         |
| INSURER B: Hartford Casualty Insurance Company  |                                      | 29424                         |
| INSURER C: Hartford Insurance Company of the Midwest  |                                      | 37478                         |
| INSURER D:  |                                      |                               |
| INSURER E:  |                                      |                               |
| INSURER F:  |                                      |                               |

COVERAGES CERTIFICATE NUMBER: W33602180 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           | Y        | 10UEAAZ4CYG   | 08/31/2023              | 08/31/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           | Y        | 10UEAAZ4CZW   | 08/31/2023              | 08/31/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | 10RHAAZ4G1K   | 08/31/2023              | 08/31/2024              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | 10 WEA AZ4CYJ | 08/31/2023              | 08/31/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as an Additional Insured as respects to General Liability and Auto Liability.  
  
 General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

|  |  |
|--|--|
| CERTIFICATE HOLDER<br><br>Alachua County Board of County Commissioners<br>12 SE 1st St. 3rd floor<br>Gainesville, FL 32601 | CANCELLATION<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br><i>Patricia A. Jony</i>   |

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ACORD 25 (2016/03)

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SR ID: 25909506

BATCH: 3473803

**Exhibit 4: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title: Annual Preventative Maintenance Services for County Owned Chillers/Cooling Towers and Boilers**

**Contract or Bid/RFP #: 14247**

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

ThermaServe Mechanical, Inc.  
6695 Colray Ct. Suite 301  
Jacksonville, Florida 32258  
(904) 476-3340  
[jtheologus@thermaserve.com](mailto:jtheologus@thermaserve.com)

**CONTRACTOR**

By: Scott Royer  
08BA958B67CD437...

Print: Scott Royer

Title: President

Date: 5/10/2024

**Certificate Of Completion**

|   |                           |
|---|---------------------------|
| Envelope Id: 5707B20D565A43829D66701F1805A91E   | Status: Completed         |
| Subject: Please DocuSign:14247 Ann. Prev. Maint. Serv.-Alachua County Owned Chillers/Cooling Towers & Boilers |                           |
| Source Envelope:  |                           |
| Document Pages: 30  | Signatures: 3             |
| Certificate Pages: 5  | Initials: 1               |
| AutoNav: Enabled  | Envelope Originator:      |
| Envelopeld Stamping: Enabled  | Michelle Guidry           |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)   | mguidry@alachuacounty.us  |
|   | IP Address: 163.120.80.11 |

**Record Tracking**

|   |   |                    |
|---|---|--------------------|
| Status: Original<br>5/10/2024 11:42:53 AM | Holder: Michelle Guidry<br>mguidry@alachuacounty.us | Location: DocuSign |
| Security Appliance Status: Connected      | Pool: StateLocal                                    |                    |
| Storage Appliance Status: Connected       | Pool: Alachua County                                | Location: DocuSign |

**Signer Events**

Scott Royer  
SRoyer@thermaserve.com  
President  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Scott Royer*  
08BA968B57CD437...  
Signature Adoption: Pre-selected Style  
Using IP Address: 99.174.106.49

**Timestamp**

Sent: 5/10/2024 11:49:37 AM  
Viewed: 5/10/2024 11:51:22 AM  
Signed: 5/10/2024 11:52:49 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/10/2024 11:51:22 AM  
ID: 6fefbb4d-4e1f-434b-85d5-036e5ea454f8

James Mahoney  
jmahoney@huroncapital.com  
Thermaserve Mechanical Inc  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*James Mahoney*  
281DEA3F5A24465...  
Signature Adoption: Pre-selected Style  
Using IP Address: 98.243.9.46

Sent: 5/10/2024 11:52:52 AM  
Viewed: 5/10/2024 11:55:14 AM  
Signed: 5/10/2024 3:04:17 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/10/2024 11:55:14 AM  
ID: f878a791-9da4-4623-afc2-1ead2915e0de

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |
| Carbon Copy Events           | Status    | Timestamp |

Thomas (Jon) Rouse  
trouse@alachuacounty.us  
Contracts Supervisor  
Alachua County Board of County Commissioners  
Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/10/2024 3:04:19 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Barbara Fair  
bafair@alachuacounty.us  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/10/2024 3:04:20 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carolyn Miller  
crmiller@alachuacounty.us  
Procurement Specialist  
Procurement  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/10/2024 3:04:20 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                       |
|---------------------|------------------|-----------------------|
| Envelope Sent       | Hashed/Encrypted | 5/10/2024 11:49:37 AM |
| Certified Delivered | Security Checked | 5/10/2024 11:55:14 AM |
| Signing Complete    | Security Checked | 5/10/2024 3:04:17 PM  |
| Completed           | Security Checked | 5/10/2024 3:04:20 PM  |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--|
|--|

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.