

VILLAGE OF TEQUESTA
CONTRACT FOR AIR CONDITIONING SERVICES

THIS CONTRACT FOR AIR CONDITIONING SERVICES is entered into, and effective, this ____ day of October, 2018 by and between the VILLAGE OF TEQUESTA, FLORIDA, a municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, organized and existing in accordance with the laws of the State of Florida, hereinafter "Village"; and TRANE US INC., a foreign profit corporation with local offices located at 2884 Corporate Way, Miramar, Florida 33025, hereinafter "Contractor".

W I T N E S S E T H

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Village and the Contractor both hereby agree to enter into this Contract for Air Conditioning Services, whereby the Contractor shall provide air conditioning services on an as needed basis for Village Hall and the Public Safety Building (the "Service") for the Village's Public Works Department. This contract is procured as a "sole source" contract pursuant to the Contractor's Sole Source proposal, attached hereto as Exhibit A.

2. **COMPENSATION:** Pursuant to Exhibit A, and in consideration for the above Scope of Services, pricing is as follows:

- BAS – Straight Time \$152.00/hour; Overtime \$228.00/hour; Holiday \$304.00/hour;
- Mechanical - Straight Time \$138.00/hour; Overtime \$207.00/hour; Holiday \$276.00/hour.

The Village shall pay the Contractor after receipt of the Services, and within forty five (45) days of receipt of an invoice documenting the amount due.

3. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof of workman's compensation insurance and liability insurance, and shall name the Village as an "additional insured" on the liability portion of the insurance policy. The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, his/her agents, servants, or employees in the performance of services under this Contract.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sec. 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), *Florida Statutes*.

5. **TERM; TERMINATION; NOTICE:** The term of this Contract shall be from October 1, 2018 through September 30, 2021. This Contract may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 Attn: Director of Public Works	Trane US Inc. 800-B Beaty Street Davidson, North Carolina 28036 Attn: Donald E. Simmons, President

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Contract is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

7. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded attorney's fees, including fees on appeal.

8. **CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

9. **AMENDMENTS AND ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications shall be made to this Contract unless in writing, agreed to by both parties, and attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the performance of services called for in the Contract without prior written consent of the Village.

10. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County

Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmcwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the date and year first above written.

WITNESSES:

TRANE US INC.



~~Donald E. Simmons, President~~

(Corporate Seal)

*Edward Blair
Area Service Manager II
Authorized Signer*

VILLAGE OF TEQUESTA

ATTEST:

Abigail Brennan, Mayor

(Seal)

Lori McWilliams, MMC
Town Clerk