

# Tampa Bay Trane



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## Contracting Proposal



**SERVICE PROPOSAL FOR:**

**City of Clearwater  
Attn: Mark Jansen**

**SITE ADDRESS:**

100 N Osceola Ave  
Clearwater, FL 33755

**LOCAL TRANE OFFICE:**

Tampa Bay Trane  
902 N. Himes Ave.  
Tampa, FL 33609

**PROPOSAL ID / AGREEMENT NUMBER:**

JAY- 092118-01

**DATE:**

9/18/2018

9/21/2018

City of Clearwater: Main Library  
100 N Osceola Ave, Clearwater,  
FL 33755

Attention: Mark Jansen

Tampa Bay Trane is pleased to present the following proposal to replace Chiller #2 at the City of Clearwater Main Library for the replacement described below. We have visited the site, evaluated the requirements and understand the existing conditions and therefore agree to provide the necessary labor and materials for the services detailed in a professional workmanlike manner in accordance with the best practices of the industry and in compliance with all authority having jurisdiction.

Thank you for giving us the opportunity. We value the confidence you have placed in Tampa Bay Trane and look forward to working with you and your staff. Should you have any questions regarding this or any other matter, please feel free to contact me at (813) 877-8251.

Kind Regards,

Jessica York  
Account Manager  
Tampa Bay Trane

## CONTRACTING PROPOSAL

This proposal, dated 09/12/2018, declares that Tampa Bay Trane, herein referred to as "TBT", agrees to furnish Contracting Services for either Turnkey work or Controls applications described in accordance with the "General Terms and Conditions" and all other specifications provided as a part of this agreement. Further, this agreement shall become effective only upon acceptance by CUSTOMER and approval by TBT.

- **SERVICE LOCATION:** Contracting Services detailed herein will be performed at City of Clearwater Main Library, 100 N. Osceola Avenue, Clearwater, FL 33755.
  - **PROJECT NAME: City of Clearwater Main Library Chiller #2 Replacement**
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### INTRODUCTION

Tampa Bay Trane (TBT) is pleased to provide the following letter of quotation for the turnkey work required for the project. We would like to take a moment to thank you for allowing us the opportunity to provide this proposal and, for your confidence in Tampa Bay Trane to provide a solution for the work requested. Below you will find the scope of work to be performed under this quotation. If you have any questions, please feel free to contact us.

### SCOPE OF WORK

**Trane will provide the following Scope of Work under this proposal per the plans dated 7/2/2018:**

- **SUMMARY:** TBT will supply the labor and materials that will be required to furnish and install one new RTAC Trane Air Cooled Screw Chiller per plans dated 7/2/2018.
- **DETAILED SCOPE:**
  - Disconnect power and piping from the rental chiller. Provide crane services for removal of the rental chiller to place rental chiller on the rental company's truck.
    - The existing concrete pad will be reused and extended per drawing M1.0.
    - Furnish and Install one (1) new Trane RTAC 200-ton Air-Cooled Screw Chiller Model RTAC with open protocol interface to Energy Management system.
    - Disconnect and Remove existing rental chiller.
    - **The Trane chiller condenser coils will be aluminum slit fins with corrosion protective coated having a 10-year warranty.**
    - Provide and install the new piping, pipe supports, valves, Thermowells, thermometers, pressure gauges, check valves, butterfly valves, pete's plugs, strainer, manual control valve, two-way motorized butterfly valve and new chilled water pump per the plans.
    - All chilled water piping will be insulated with foam glass insulation and with aluminum clad cover.
    - Provide the electrical services per plans E1.0 & E2.0.
    - Provide connection of new chiller into the existing control system.
    - Provide start-up by a Trane authorized service technician.
    - Provide a 10-year parts, labor, refrigerant warranty, and PM maintenance (annual condenser coil cleaning and acid test).

### EXCLUSIONS

**The following items have been excluded from this scope of work:**

- No cost has been included for unforeseen conditions.
- No new Fire Protection work is included in this proposal.
- No expedited shipping costs for the equipment or materials are included in this proposal.



## CLARIFICATIONS

- Work will be performed during normal business hours (Monday–Friday, 7:00 a.m.– 4:30 p.m.), or (Monday–Thursday, 7:00 a.m.–5:30 p.m. for a ten (10) hour shift schedule) unless otherwise noted or agreed upon by all parties involved prior to a Purchase Order Release or Signed Sub-Contract Agreement. If work is agreed upon to be performed after normal business hours or during weekend hours after a Purchase Order Release or Signed Sub Contract Agreement is executed, Tampa Bay Trane reserves the right to adjust our proposal to include the additional cost for the said project.
- This proposal is valid for thirty (60) days.
- We reserve the right to correct clerical errors.
- We reserve the right to utilize progress invoicing for material, labor and/or work performed on a monthly basis (30 day increments) unless otherwise agreed upon and accepted by all parties involved with the listed project.
- New Client or Subcontractor Information. Tampa Bay Trane requires the following current items and information before any commencement of work begins. These items could include but are not limited to: Company name, physical address/location, billing address if different from mailing address, AP/AR contact name and email address, phone/fax number, current W9, Certificate of Insurance, Florida Contractor's License, a Signed/ Approved Sub-Contract, Signed/Approved Purchase Order or Signed/Approved Change Order and a tax exempt certificate if applicable.

## **US COMMUNITIES CONTRACT # 15-JLP-023**

**Customer agrees to pay to TBT as consideration (the “Contract Price”) for the Contracting Services outlined in this proposal as follows within the guideline of US Communities pricing:**

**Price: \$380,096.00**

This proposal will remain valid until 12/31/2018, unless accepted by customer prior to this date.

## **ACCEPTANCE**

	Proposal Date: __/__/____
CUSTOMER ACCEPTANCE	TAMPA BAY TRANE ACCEPTANCE
Authorized Representative	Authorized Representative Tampa Bay Systems Sales, Inc. dba/ Tampa Bay Trane
Printed Name	Company Account Executive
Title	Title
Purchase Order	Acceptance Date
Acceptance Date	

**This Agreement is subject to Customer’s acceptance of the attached Tampa Bay Trane Terms and Conditions.**



## **General Terms and Conditions** **Contracting – Controls and Turnkey** **Agreements**

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The following "Terms and Conditions" are attached to and made a part of the TBT proposal for Contracting Services for either Turnkey work or Controls applications the named Customer and TBT. The combination shall constitute the Complete Agreement between the parties.

1. **Acceptance.** A proposal made upon these terms is subject to acceptance within 30 (thirty) days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by TBT without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgement of such order, subject to credit approval. If your order is not such an acceptance, then this document is TBT's offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of Sale. If we do not hear from you within two weeks from the date hereof, TBT shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance herewith. Customer's acceptance of goods and/or Work by TBT on this order will in any event constitute an acceptance by Customer of these terms and conditions.
2. **Contract Price & Taxes.** The Contract Price includes standard ground transportation and, if required by law, includes all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by TBT. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and applicable taxes will be added.
3. **Exclusions From Work.** TBT's obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).
4. **Construction Procedures.** TBT shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.
5. **Payment Terms.** Customer shall pay TBT's invoices within net (30) days of invoice date. TBT may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by TBT in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, TBT may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to TBT for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by TBT in attempting to collect amounts due and otherwise enforcing these terms and conditions.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of TBT all dates provided by TBT or its representatives for commencement, progress or completion, are estimates only. While TBT shall use commercially reasonable efforts to meet such estimated dates, TBT shall not be responsible for any damages for its failure to do so.
7. **Access.** TBT and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by TBT and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization and storage. TBT access to correct any emergency condition shall not be restricted.
8. **Permits and Government Fees.** TBT shall secure (with Customers assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from TBT contractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements,

assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

9. **Utilities during Construction.** TBT shall be provided without charge all water, heat, and utilities during performance of the Work.
10. **Concealed Or Unknown Conditions.** In the performance of the Work, if TBT encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, TBT shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in TBT's cost of, or time required for, performance of any part of the Work, TBT shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
11. **Asbestos and Hazardous Materials.** TBT's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (PCB), or other hazardous material (hereinafter, collectively, "Hazardous Materials"). Customers warrants and represents that, except as set forth in a writing signed by TBT, there are no Hazardous Materials on the Premises that will in any way affect TBT's work and Customer has disclosed to TBT the existence and location of any Hazardous Materials in all areas within which TBT will be performing the Work. Should TBT become aware of or suspect the presence of Hazardous Materials, TBT may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by TBT. TBT shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall TBT be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency or to examine the Premises for the presence of Hazardous Materials.
12. **Conditions beyond Control Of Parties.** If TBT shall be unable to carry out any material obligation under this Agreement due to events beyond its control such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fire, or explosions, this Agreement shall be at TBT's discretion (i) remain in effect but TBT's obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay TBT for all parts of the Work furnished to the date of termination.
13. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give TBT the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to TBT for all Work furnished to date and all damages sustained by TBT (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefore; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.
14. **Indemnification.** TBT and Customer shall indemnify, defend and hold each other harmless from and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

15. Workmanship And Equipment Warranty. TBT warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), TBT equipment installed hereunder and Work shall be free from defects in material, manufacture, and workmanship. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. TBT will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to TBT until said Work has been paid for in full and then said liability shall be limited to TBT's cost to correct the defective Work. Equipment and/or parts that have such warranties as may be extended by the respective manufacturer, warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by TBT, improper operation, or normal wear and tear under normal usage. TBT shall not be obligated to pay for the cost of lost refrigerant. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES, NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

16. Applicable Law. Except as provided below, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is preformed. Any dispute arising under or relating to this agreement, which is not disposed of, by agreement shall be decided by litigation in a court of competent jurisdiction located in the state in which the Work is preformed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contracts appeals of the Federal Government, provided, however, that if there is no applicable Federal Government contract law, this Agreement shall be governed, construed, interpreted and enforced in accordance with the governing law as set out in the contract with Trane's customer.

17. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of TBT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

18. Complete Agreement. This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent TBT is a signatory thereon.

19. Price Increases. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date, but within eight months of order receipt dates, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price period up to the date of receipt of such release. If such release is not received within eight months after date of order receipt, the prices are subject to renegotiation, or at Trane's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

Tampa Bay Systems Sales, Inc.  
DBA/Tampa Bay Trane & Southwest Florida Trane

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