



# Request for Purchase Under \$35K and Exempt

Request Date: 2/22/23

Requester: Tom Collins

Dept/Director: Andrew Hill *Andrew Hill*

Request: Maintenance Agreement for HVAC System for New SRC Judicial Center

## EXEMPT

\* Section 20 Single Source Procurement

### SPECIFIC REQUEST (\*include Amount of Purchase)

This request is for a comprehensive preventative care maintenance program for the Santa Rosa County Judicial Center, through Comfort Systems USA, for the price of \$58,666.76 per year.

### SUMMARY/BACKGROUND

Comfort Systems USA was selected to provide and install the HVAC System in the county's new Judicial Center, having been the installer of the system and currently the only company certified to maintain and repair this system, we recommend Comfort Systems USA for the maintenance agreement utilizing Section 20 of the county procurement manual, Single Source Procurement.

### RECOMMENDATION

Issue Comfort Systems USA a purchase Order in accordance with Section 20 of the procurement manual, single source procurement.

### FISCAL IMPACTS

Funding source will be Facilities Management 5016-5460014, Repair and maintenance judicial center. No budget amendment will be required.

*Jayne Nicholas*

\_\_\_\_\_  
Jayne Nicholas, Director OMB

Feb 23, 2023

\_\_\_\_\_  
Date

N/A

\_\_\_\_\_  
Brad Baker-Assistant County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colten Wright, Chairman

\_\_\_\_\_  
Date

*The exemption above does not preclude the County from utilizing competitive procurement practices where possible. When the department intends to use one of the exemptions listed above, prior approval is required via this form from the Director of OMB through the Procurement Officer.*

**Please provide sufficient justification in your request to utilize one of the exceptions, include additional page if necessary.**

\* 18 - **Emergency Procurement**; If selecting this exemption, you must refer to the county procurement manual Section 18 for specific requisition requirements.

\* 19 - **Sole Source Procurement**; If selecting this exemption, you must refer to the county procurement manual Section 19 for specific requisition requirements.

\* 20 - **Single Source Procurement**; If selecting this exemption, you must refer to the county procurement policy Section 20 for specific requisition requirements.



**DOCUMENTATION FOR QUOTATIONS**  
(Quote Tabulation)

**VENDOR 1**

**VENDOR 2**

**VENDOR 3**

(Date)	February 22, 2023	Telephone No:	(334)793-8227						
(Division)	Facilities Management	Vendor Name:	Comfort Systems USA Southeast	Yes	No	Yes	No	Yes	No
(Requester)	Tom Collins	Small Business:	3779 Abigail Drive	<input checked="" type="checkbox"/>					
(Reference)	Maintenance Program	Address:	Mobile, AL 36582						
		City/State/Zip:	ASAP						
		Delivery Date:	Brandon Dearmon						
		Quoted By:	Brandon Dearmon						
		Email Address:	Brandon.dearmon@csusasoutheast.usa						

Item	Quantity	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1	EA.	Preventive Care Maintenance Program	\$58,666.76	\$58,666.76				
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
13									
14									
15									
16									
17									
18									

Item	Quantity	Unit	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
19									
20									
21									
22									
23									
24									
25									
Please Check Type, as appropriate: Verbal _____ Written <sup>xx</sup> _____									
				<b>Total</b>	\$58,666.76				
				Award					

If total purchase is not made from one vendor, circle extended price of items awarded and sum awards at bottom of column.

Single Quote Explanation/Documentation of Single Source: (add page or support documents if needed)

There is just a single quote as this will be purchased using the Single Source Exemption and is in accordance with Section 20 of the Procurement Manual, and with authorization for the Chairman to sign all related documents.

## SANTA ROSA COUNTY

*Preventive CARE  
Maintenance Program*

Proposal Number:  
P02033

Proposal Date:  
2/15/2023

Prepared for:  
Santa Rosa County Judicial Center  
4025 Avalon Blvd  
Milton, FL 32583

Prepared By:  
Brandon Dearmon

[Brandon.dearmon@csusasoutheast.com](mailto:Brandon.dearmon@csusasoutheast.com)

# Executive Summary



Dear Mike,

**Comfort Systems USA (Southeast), Inc.** is pleased to have the opportunity to present a proposal for your HVAC service. Upon review of this proposal, please contact us with any questions or concerns.

The goal of Comfort Systems USA (Southeast), Inc. is to partner with you to attain the level of HVAC service and temperature control that your facility requires, and your occupants deserve. Our comprehensive and customized preventative maintenance programs are designed to achieve a lasting impact on your building and bottom line.

When it comes to HVAC systems, our customized preventative maintenance solutions are tailored to match specific needs with our capabilities. Our programs are designed to provide you with energy savings, reduced repair costs, better equipment efficiency, enhanced comfort, improved indoor air quality, extended equipment life, and general peace of mind. We want to be a trusted partner of your facility's team. We appreciate the opportunity to submit this proposal and look forward to working with you.

Respectfully,

Brandon Dearmon  
*Solutions Consultant*  
Comfort Systems USA



# Partnership Benefits



As part of the Comfort Systems USA network, **Comfort Systems USA (Southeast), Inc.** can leverage the resources of a large company while still maintaining localized, personal relationships with each of our trusted clients to ensure we meet or exceed your expectations every step of the way.

As a preferred customer of **Comfort Systems USA (Southeast), Inc.** you will also benefit from the following:

- Priority response on emergency calls
- Computerized reports on each service call to keep you informed of system conditions
- On-the-job operator’s training and instruction
- Availability of CSUSA (Southeast), Inc. extensive inventory of replacement parts and components.
- Discounted, preferred labor rates and parts pricing
- Access to the resources of one of the nation’s largest mechanical contractors
- Emergency Service 24/7/365 available
- EPA compliant refrigerant management reporting
- Periodic performance reviews and onsite safety audits
- Equipment inventory and asset management planning available as requested
- Measurement and recording of space temperature and humidity available
- HVAC Controls Design/Installation/Commissioning/Integration
- Design /Build Capabilities
- Access to XOi technology

# Our Values



BE SAFE



BE HONEST



BE RESPECTFUL



BE INNOVATIVE



BE COLLABORATIVE

**Quality People. Building Solutions.<sup>SM</sup>**

# Why Choose Us

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## Our Experience



## Our Commitment to Safety



## Our People



## Our Reputation

At CSUSA Southeast we believe *customer experience matters*. Because we know building systems, clients like you turn to us for repeated support with occasional service, and with ongoing customized maintenance programs that help you optimize equipment performance and maintain design efficiency. We are the contractor of choice when it comes to maintaining plumbing, HVAC, refrigeration and electrical systems in the commercial and industrial markets.

## Your ComfortCARE365™ Team

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### Brandon Dearmon

*Project Sales Specialist*

brandon.dearmon@csusasoutheast.com

C. (850) 418-9357

O. (334) 793-8227

### Joe Tillman

*Service Manager*

joe.tillman@csusasoutheast.com

C. (251) 421-1528

O. (251) 661-0717

### Cassie Sowa

*Dispatcher*

cassie.sowa@csusasoutheast.com

C. (251) 421-5008

O. (251) 661-0717

### Stephanie Cleveland

*Billing Coordinator*

stephanie.cleveland@csusasoutheast.com

C. (251) 316-1023

O. (251) 661-0717

### Jason Brown

*Regional Manager*

jason.brown@csusasoutheast.com

C. (850) 232-1484

O. (850) 249-5791

### Duane Haley

*Senior Vice President*

duane.haley@csusasoutheast.com

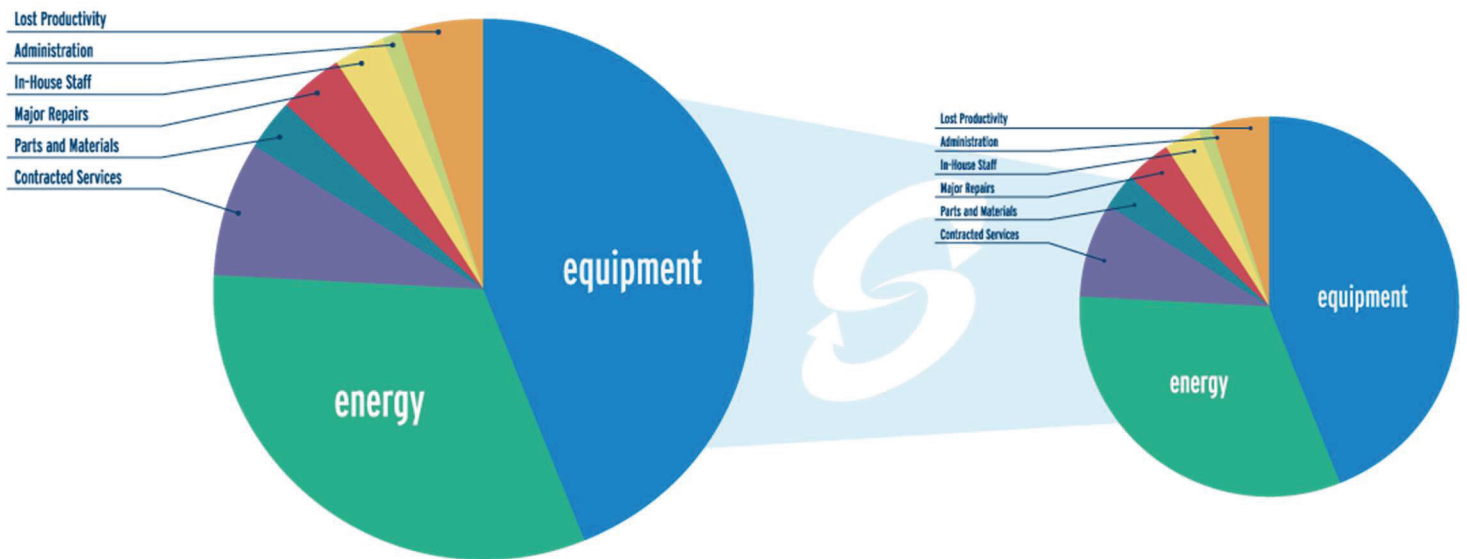
C. (334) 701-4114

O. (334) 793-8227



## The Comfort Difference

Have you considered the impact a Preventive CARE program would have not only on your owning operating costs, but also on your energy consumption and overall equipment performance and longevity? With our Preventive CARE program, we offer the peace of mind benefit of taking full ownership of your planned maintenance. Below is an illustration of how Comfort Systems can save you time, energy, and money on your HVAC building and maintenance needs.



## What our Preventive CARE Program Offers

- Reduction in owning and operating costs
- Improved indoor air quality
- Potential energy savings
- Longer equipment life
- Reduce downtime or loss of productivity
- Reduced repair costs
- Certified service professionals
- Fast 24/7/365 emergency service
- Expert operations and sales staff

## Did You Know?

According to the Department of Energy and the Building Owners and Managers Association (BOMA) energy savings of **5-30%** can be realized through improved operations and maintenance of building systems?



# ComfortCARE365™ Plan Options

	Basic CARE	Preventive CARE	Shared CARE	Comprehensive CARE
Operational Test and Inspect Service	✓	✓	✓	✓
Professional Preventive Maintenance Service		✓	✓	✓
Repair Labor (After Initial Startup)			✓	✓
Reactive Labor for Trouble Calls/Emergency Calls			✓	✓
Filter Service	*	*	*	✓
Belt Service	*	*	*	✓
Components and Parts (After Initial Startup)				✓

\* - Indicates this feature is optional to your selected plan.

## Assets Covered

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	AHU 001	Nortek	N000617-001		26 HP		
1	AHU 002	Nortek	N000617-002		28 HP		
1	AHU 003	Nortek	N000617-003		45 HP		
1	AHU 004	Nortek	N000617-004		50 HP		
1	AHU 005	Nortek	N000617-005		12 HP		
1	AHU/ERV 001	Nortek	N000617-006		5 HP		
1	PKG 001	Nortek					
1	AHU/ERV 002	Nortek	N000617-007		7.5 HP		
1	PKG 002	Nortek					
1	AHU/ERV 003	Nortek		N000617-008	5 HP		
1	PKG 003	Nortek					
1	BLR 001	Fulton	EDR-1500		42 HP		
1	BLR 002	Fulton	EDR-1500		42 HP		
1	Blwr Coil 001	Price	FCHG		820 CFM		
1	Blwr Coil 002	Price	FCHG		820 CFM		
1	Blwr Coil 003	Price	FCHG		485 CFM		
1	Blwr Coil 004	Price	FCHG		485 CFM		
1	Boiler PMP-WTR-GP 001				0.5 HP		
1	Boiler PMP-WTR-GP 002				0.5 HP		
1	Chill PMP 001				15 HP		
1	Chill PMP 002				15 HP		
1	CHLR 001	York	YZ Chiller		160 Ton		
1	CHLR 002	York	YZ Chiller		160 Ton		
1	Condenser PMP 001				10 HP		
1	Condenser PMP 002				10 HP		
1	CTWR 001	Evapco	USS 29-3J18 (20p102581 (HFA))	USS 29-3J18 (20p102581 (HFA))	312 Ton		
1	Fan 001	PennBarry			1 HP	Sallyport Roof	
1	Fan 002	PennBarry			1 HP	Sallyport Roof	
1	Fan 003	PennBarry			0.75 HP	Mech Room 1703	
1	Fan 004	PennBarry			0.05 HP	Fire Pump Room	
1	Fan 005	PennBarry			0.05 HP	Evidence Storage	
1	Fan 006	PennBarry			0.2 HP	IST FL	
1	Hot PMP 001				5 HP		
1	Hot PMP 002				5 HP		
1	PKG 001	Liebert	MiniMate 2		8 Ton		
1	SPLT 001				2 Ton	MDF 1503	
1	SPLT 002				1 Ton	1807 Control	
1	SPLT 003				1 Ton	IDF 1437	
1	SPLT 004				1 Ton	IDF 2502	
1	SPLT 005				2 Ton	A/V 2605	
1	SPLT 006				1 Ton	IDF 2650	
1	SPLT 007				1 Ton	IDF 3502	

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	SPLT 008				2 Ton	A/V 3607	
1	SPLT 009				1 Ton	IDF 3419	
1	SPLT 010				1.5 Ton	Server 3435	
1	SPLT 011				1.5 Ton	Server 3435	
1	UH 001	Rheem	E50-15-G		1		
1	UH 002	Rheem	E50-15-G		1		
1	UH 003	Rheem	E50-15-G		1		

## Asset Maintenance Schedule

Qty	Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
1	AHU 001	AHU-WT-CLG	1	1	1	1	0	0	0
1	AHU 002	AHU-WT-CLG	1	1	1	1	0	0	0
1	AHU 003	AHU-WT-CLG	1	1	1	1	0	0	0
1	AHU 004	AHU-WT-CLG	1	1	1	1	0	0	0
1	AHU 005	AHU-WT-HC	1	1	1	1	0	0	0
1	AHU/ERV 001	AHU-WT-HC	1	1	1	1	0	0	0
1	PKG 001	PKG-ERV	1	1	1	1	0	0	0
1	AHU/ERV 002	AHU-WT-HC	1	1	1	1	0	0	0
1	PKG 002	PKG-ERV	1	1	1	1	0	0	0
1	AHU/ERV 003	AHU-WT-HC	1	1	1	1	0	0	0
1	PKG 003	PKG-ERV	1	1	1	1	0	0	0
1	BLR 001	BLR-GAS-HW	1	1	1	1	0	0	0
1	BLR 002	BLR-GAS-HW	1	1	1	1	0	0	0
1	Blwr Coil 001	PKG FC	1	1	1	1	0	0	0
1	Blwr Coil 002	PKG FC	1	1	1	1	0	0	0
1	Blwr Coil 003	PKG FC	1	1	1	1	0	0	0
1	Blwr Coil 004	PKG FC	1	1	1	1	0	0	0
1	Boiler PMP-WTR-GP 001	PMP	1	1	1	1	0	0	0
1	Boiler PMP-WTR-GP 002	PMP	1	1	1	1	0	0	0
1	Chill PMP 001	PMP-WTR-CHIL	1	1	1	1	0	0	0
1	Chill PMP 002	PMP-WTR-CHIL	1	1	1	1	0	0	0
1	CHLR 001	CHLR-CNTFGL	1	1	1	1	0	0	0
1	CHLR 002	CHLR-CNTFGL	1	1	1	1	0	0	0
1	Condenser PMP 001	PMP-WTR-CND	1	1	1	1	0	0	0
1	Condenser PMP 002	PMP-WTR-CND	1	1	1	1	0	0	0
1	CTWR 001	CLG-TWR	1	1	1	1	0	0	0
1	Fan 001	FAN-EX	1	1	1	1	0	0	0

Qty	Unit #	Type	Spring	Summer	Fall	Winter	Annual Filter Changes	Annual Coil Cleanings	Annual Belt Changes
1	Fan 002	FAN-EX	1	1	1	1	0	0	0
1	Fan 003	FAN-EX	1	1	1	1	0	0	0
1	Fan 004	FAN-EX	1	1	1	1	0	0	0
1	Fan 005	FAN-EX	1	1	1	1	0	0	0
1	Fan 006	FAN-EX	1	1	1	1	0	0	0
1	Hot PMP 001	PMP-WTR-HW	1	1	1	1	0	0	0
1	Hot PMP 002	PMP-WTR-HW	1	1	1	1	0	0	0
1	PKG 001	CRAC-DX-C-OUT	1	1	1	1	0	0	0
1	SPLT 001	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 002	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 003	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 004	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 005	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 006	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 007	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 008	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 009	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 010	SPLT-DCTLSS	1	1	1	1	0	1	0
1	SPLT 011	SPLT-DCTLSS	1	1	1	1	0	1	0
1	UH 001	MIS-HW-HTR-ELC	1	1	1	1	0	0	0
1	UH 002	MIS-HW-HTR-ELC	1	1	1	1	0	0	0
1	UH 003	MIS-HW-HTR-ELC	1	1	1	1	0	0	0

## Scope Covered

### **Preventive CARE Program**

This agreement provides the Customer with an ongoing, comprehensive maintenance agreement for the lifetime of the contract and all renewals thereof. This agreement will be initiated, scheduled, administered, monitored, and updated by the Service Provider. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON THE INVENTORY OF EQUIPMENT:

### **Operational Test and Inspect Service**

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturer's recommendations, seasonal requirements, and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, or broken parts.

### **Professional Preventative Maintenance**

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations, and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.

### **Maintenance Supplies**

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



**MAINTENANCE AGREEMENT FOR COMFORT SYSTEMS USA (SOUTHEAST), INC.**

**Company**

Comfort Systems USA Southeast  
 3779 Abigail Drive  
 Mobile, Alabama 36582

**Proposal Date:** 2/15/2023

**Proposal Number:** P02033

**Agreement Number:**

Bill To Identity	Agreement Location
SANTA ROSA COUNTY 6495 Caroline Street Milton, Florida 32570  Attn: Mike Brown	Santa Rosa County Judicial Center 4025 Avalon Blvd Milton, FL 32583  Attn: Mike Brown

Comfort Systems USA Southeast will provide the services described in the maintenance program indicated below.

**MAINTENANCE PROGRAM:** Preventive CARE   **SCHEDULES:** \*Equipment Schedule

Agreement coverage will commence on March 1, 2023.

The Agreement price is \$58,666.76 per year, payable in advanced installments of \$4,888.90 per Month beginning on the effective date of March 1, 2023.

This Agreement is the property of Comfort Systems USA Southeast and is provided for Customer's use only. Comfort Systems USA Southeast guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one-year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the Agreement's anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

***In the event of significant delay or price increase of material or equipment occurring between the date of this proposal and the date of execution through no fault of Comfort Systems USA Southeast, the proposal amount may be modified to reflect those increases. A change in price of material or equipment shall be considered significant when the price of an item increases >3% percent between the date of this proposal and the date of execution. Such price adjustments may be due to cost increases related to materials, components, labor, freight, regulatory compliance, or other events outside of Comfort Systems USA Southeast's control.***

**Company**

\_\_\_\_\_  
Signature Sales Consultant

\_\_\_\_\_  
Accepted for Company by: Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date / Phone / Fax

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Contractor License No: AL 04204 MS 15704 FL CMC057076/CFC1428144



## Preventive CARE Terms and Conditions

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration not executed by Service Provider, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary, to reflect increases in labor, material and other costs, unless otherwise negotiated upon.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become more than thirty (30) days delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.
16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.
19. Proof of full SARS-CoV-2/COVID vaccination for Comfort Systems USA Southeast workers have not been included in cost, schedule or staffing requirements. Should Owner require vaccination of workers at a future date, such a vaccination requirement would be a newly added or changed condition of the contract for which equitable adjustment to price and schedule would be required. Further, to the extent that vaccination of workers is required at a future date, Owner is hereby notified that contractor will take commercially reasonable efforts to comply with the vaccine request and continue to take reasonable COVID precautions, but contractor does not guarantee that all workers required to complete contractor's work will be vaccinated.
20. This Maintenance Agreement shall be governed by and construed and interpreted in accordance with the laws of the State wherein the underlying service work occurs.









# Purchase Request New Courthouse HVAC

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Tiffany Nolan (Tiffanyn@santarosa.fl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQNbqdOQ80BTsKsxKEzLzzHyxXxsBROCh

## "Purchase Request New Courthouse HVAC" History

-  Document created by Tiffany Nolan (Tiffanyn@santarosa.fl.gov)  
2023-02-23 - 3:24:02 PM GMT- IP address: 164.51.5.2
-  Document emailed to Andrew Hill (andrewh@santarosa.fl.gov) for signature  
2023-02-23 - 3:24:44 PM GMT
-  Email viewed by Andrew Hill (andrewh@santarosa.fl.gov)  
2023-02-23 - 3:48:41 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hill (andrewh@santarosa.fl.gov)  
Signature Date: 2023-02-23 - 3:49:27 PM GMT - Time Source: server- IP address: 164.51.5.2
-  Document emailed to Jayne Nicholas (jaynen@santarosa.fl.gov) for signature  
2023-02-23 - 3:49:28 PM GMT
-  Email viewed by Jayne Nicholas (jaynen@santarosa.fl.gov)  
2023-02-23 - 3:51:28 PM GMT- IP address: 104.47.64.254
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