BID # PSC-0029-14

Subject: **PIGGYBACK CONTRACT #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**
Department: **PUB BLDGS**

Description of Purchase: Subject piggyback was administratively awarded to ThermaServe, Inc., (contract #9942) on 11/15/13 in the amount of $44,404.00; Amendment #1 approved on 02/3/15 to extend period of service; Increased on 02/11/15 in the amount of $44,635.00; Decreased on 07/29/15 in the amount of $23,000.00; First renewal option approved on 08/26/15, with no increase in expenditure; Increase on 06/16/16 in the amount of $44,404.00; 2nd Renewal Option utilized on 08/14/16 no funds added; Increased on 10/13/16 in the amount of $40,000.00.

Recommend approval to utilize the Third and Final Renewal option with ThermaServe, Inc., for the period of service from August 31, 2017 through August 31, 2018. No funds are being requested at this time, total award amount shall remain at $150,443.00.

This award to be executed by contract amendment through Office of General Counsel.

Reference Award To: **ThermaServe, Inc.**

Price Justification: **See Attached**

Total Award: $**150,443.000** Requisition # **N/A**

Attachments: **Recommendation Memo, Vendor Letter, Clay County Renewal Letter, Previous Awards**
Roy Birbal, Chief, Public Buildings Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Buyer: **MARILYN LAIDLER**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE.

August 2, 2017

MEMORANDUM

TO: **Gregory W. Pease, Chief Procurement Division**

THRU: **John P. Pappas, P.E., Director**

FROM: **Roy Birbal, Chief**

SUBJECT: **PSC-0029-14 – SCHOOL BOARD OF CLAY COUNTY CONTRACT #14-MA-305 COUNTYWIDE CHILLER MAINTENANCE AND REPAIR SERVICES – 3RD RENEWAL**

The Public Buildings Division recommends approval to utilize the third and final 1 year renewal option with Thermaserve, Inc., to continue providing Countywide Chiller Maintenance and Repair Services utilizing Clay County School Board Contract #14-MA-305, for the period from August 31, 2017 through August 31, 2018.

The contract value will remain at $150,443.00. Public Buildings will submit a request to increase the contract value after October 1st when the budget for FY18 is put into place.

The third and final renewal will be documented by the execution of Amendment No. 7 to City Contract 9942 through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact Jim Lange at 255-4340.

Attachments: Vendor's Agreement Letter
Copy of Insurance Certificate
Copy of Documentation from Clay County School Board
Last Award Copy

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
Jim Lange, Contract Administration Coordinator

ThermaServe

6676 Columbia Park Drive South
Jacksonville, FL 32258
Phone 904-260-8002 Fax 904-260-8004

July 27, 2017

Jim Lange
Contracts Administration Coordinator
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208
904-630-4070 ph
904-630-5415 fax

Subject: Clay County Bid #14-MA-305 Piggyback Pricing Commitment - Renewal

Mr. Lange,

You have our consent to provide the City of Jacksonville the same terms and prices provided under Contract Bid # 14-MA-305, as amended, with Clay County Schools for the period from August 31, 2017 through August 31, 2018.

If you have any questions or concerns please don't hesitate to contact me.

Sincerely,

Steve Valdes

Steve Valdes
Account Manager
904-553-8332
svaldes@thermaserve.com

CLAY COUNTY PUBLIC SCHOOLS

PURCHASING AND MATERIAL MANAGEMENT

925 Center Street
Green Cove Springs, Florida 32043

Telephone: 904-529-4894

Addison G. Davis
Superintendent of Schools

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Betsy Condon
District 3
Mary Bolla
District 4
Ashley Gilhousen
District 5

May 31, 2017

Your Copy

Mr. Scott D. Royer
Thermaserve, Inc.
6676 Columbia Park Drive S.
Jacksonville, FL 32258

REFERENCE: CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE #14-MA-305

Dear Mr. Royer:

Under the terms of the referenced bid, the School Board of Clay County and your firm have the option to extend the above reference contract for an additional period by mutual agreement in writing. It is the intent of this office to set in motion the process necessary to complete this extension for an additional contract period from **August 31, 2017 through August 31, 2018.**

Please sign below indicating your agreement to extend this contract and return this original document to the School Board of Clay County Purchasing Department, 925 Center Street, Green Cove Springs, FL 32043, no later than **June 7, 2017.** After the School Board has taken action, this form shall be completed and a copy returned to you for your records.

A requirement of this bid as specified on page 16 is to have **current Insurance Certificates and Copies of License(s) on file in the Purchasing Department** throughout the contract period to include renewal periods. Please instruct your insurance agent to **Mark All Certificates Attn: Purchasing Department and list Clay County School Board as Certificate Holder (with a 30 day Notice of Cancellation or Change in Coverage) and also as Additional Insured.** Insurer must be rated in the current AM Best Guide as B+ or better. No payments will be made under this Contract until documents are received by this Office.

Thank you for your participation in this contract and your continued good service.

Sincerely,
SCHOOL BOARD OF CLAY COUNTY

Bertha Staefe
Supervisor of Purchasing and Material Management

Authorized Signature of Contractor _____ Date 6-1-17

SCHOOL BOARD ACTION DATE: 6/29/2017 **APPROVED: YES** ✓ **NO** ___

Company Name:

INDEMNIFICATION: Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

Authorized Representative of the School Board of Clay County

September 19, 2013 Date	September 19, 2013 through August 15, 2015 Effective

RENEWAL

June 18, 2015 Date	August 16, 2015 through August 18, 2016 Effective
July 21, 2016 Date	August 19, 2016 through August 30, 2017 Effective
June 29, 2017 Date	August 31, 2017 through August 31, 2018 Effective

THERINC-01 SESSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2017

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
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: Sue Esser
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: SEsser@cwpowellins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Ins Co	24112
INSURER B : FCCI Insurance Company	10178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ThermaServe Inc.
6676 Columbia Park Drive S
Jacksonville, FL 32258

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	CMM1680819	07/12/2017	07/12/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X	X	CMM1680819	07/12/2017	07/12/2018	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE			CMM1680819	07/12/2017	07/12/2018	AGGREGATE	$	
	DED X RETENTION $ 0						Aggregate	$	5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A	X	001-WC17A-73328	02/24/2017	02/24/2018	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							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)
Re: Police Memorial Building

City of Jacksonville, and its memebers, officials,employees & agents are Additional Insureds with Respects to General Liability & Automobile Liability when Required By Written Contract or Agreement per the Attached Endorsements.

A Waiver of Subrogation is in Favor of City of Jacksonville, and its memebers, officials, employees and agents with Respects to General Liability, Automobile Liability and Workers Compensation when Required By Written Contract or Agreemeniper the Attached Enodrsements.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Jacksonville
231 E Forsyth Street
Jacksonville, FL 32202

CANCELLATION

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

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AGENCY CUSTOMER ID: THERINC-01 SESSER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY Cecil W. Powell & Company	NAMED INSURED ThermaServe Inc. 6676 Columbia Park Drive S Jacksonville, FL 32258
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 — NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The Umbrella Policy is Follow Form.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insured Name: THERMASERVE INC
Policy Number: 001-WC16A-73328
Agency Name: 101, Cecil W Powell & Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

All persons or organizations that, in a written contract executed by both parties prior to the date of the injury covered by this policy, require you to obtain this agreement from us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise noted.

Issued by: FCCI Insurance Company 24570
Endorsement Number: 0000013
Effective Date: 02/24/2016 Date Issued: 02/24/2016

Countersigned by_____
Authorized Representative

WC 00 03 13
Copyright 1983 National Council on Compensation Insurance
EZ0201, 6/04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion a. is replaced with the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. **PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions:**

q. **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. **Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. **ADDITIONAL INSUREDS - AUTOMATIC STATUS**

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. **State or Governmental Agency or Subdivision or Political Subdivisions**

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. **Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. **Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. **Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. **Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. **Other Insurance**

b. **Excess Insurance**

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. **WHO IS AN INSURED BROADENED**

Under **SECTION II - WHO IS AN INSURED** the following is added to item **1:**

f. **Joint Ventures / Partnership / Limited Liability Company Coverage**

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

   a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

   b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) An "executive officer" or insurance manager, if you are a corporation; or

   (4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item **14.** the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. **Who Is An Insured broadened:**
   - Additional Insured by Contract, Agreement or Permit
   - Legally Incorporated Subsidiaries
   - Newly Acquired Organizations

B. **Supplementary Payments**
   - Bail Bonds - $5000
   - Loss of Earnings - $500

C. **Coverage Extensions**
   - Transportation Expenses
   - Personal Effects (Excess Basis)

D. **Additional Coverages**
   - Expenses paid for returning a stolen covered auto
   - Fire Department Service Charge

E. **Airbag Coverage - Accidental Discharge**

F. **Knowledge and Notice of an Accident, Claim or Suit**

G. **Unintentional Failure To Disclose Hazards**

H. **Worldwide Coverage**

I. **Definitions**
   - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 70 22

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "Insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "Insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. **Transportation Expenses**

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. **Personal Effects**

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

E. **AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. **KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. **WORLDWIDE COVERAGE**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. **DEFINITIONS**

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Automatic status when required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right or recovery we may have against the person or organization shown in the Schedule because of payments we make under the Coverage Form. The waiver applies only to the person or organization shown in the Schedule.

BID # PSC-0029-14

Subject: **PIGGYBACK CONTRACT #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

Department: **PUB BLDGS**

Description of Purchase: Subject piggyback was administratively awarded to ThermaServe, Inc., (contract #9942) on 11/15/13 in the amount of $44,404.00; Amendment #1 approved on 02/3/15 to extend period of service; Increased on 02/11/15 in the amount of $44,635.00; Decreased on 07/29/15 in the amount of $23,000.00; First renewal option approved on 08/26/15, with no increase in expenditure; Increase on 06/16/16 in the amount of $44,404.00; 2nd Renewal Option utilized on 08/14/16 no funds added.

Recommend approval to increase award with ThermaServe, Inc., in the amount of $40,000.00, for revised total maximum indebtedness not-to-exceed $150,443.00.

This award to be funded by account: PWPB5A1MAPR-03410F to be executed by contract amendment through Office of General Counsel.

Reference Award To: **ThermaServe, Inc.**

Price Justification: **See Attached**

Total Award: **$150,443.000** Requisition # **N/A**

Attachments: **Recommendation Memo, Previous Awards**
Luis F. Flores, Chief of Public Buildings Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Buyer: **MARILYN LAIDLER**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 10-13-16

ACTION OF AWARDING AUTHORITY DATE: 10/13/16

APPROVED ✓ DISAPPROVED

OTHER

Sam E. Moursa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION

FORM GB-112, Revised 12/2007

BID # PSC-0029-14

Subject: **PIGGYBACK CONTRACT #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

Department: **PUB BLDGS**

Description of Purchase: Subject piggyback was administratively awarded to ThermaServe, Inc., (contract #9942) on 11/15/13 in the amount of $44,404.00; Amendment #1 approved on 02/3/15 to extend period of service; Increased on 02/11/15 in the amount of $44,635.00; Decreased on 07/29/15 in the amount of $23,000.00; First renewal option approved on 08/26/15, with no increase in expenditure; Increase on 06/16/16 in the amount of $44,404.00.

Recommend approval to utilize the Second Renewal option with ThermaServe, Inc., for the period of service from August 16, 2016 through August 30, 2017, with one (1) one (1) year renewal option remaining. No funding is being added Total award amount remains at $110,443.00.

This award to be executed by contract amendment #5 through Office of General Counsel.

Reference Award To: **ThermaServe, Inc.**

Price Justification: **See Attached**

Total Award: **$110,443.000** Requisition # **N/A**

Attachments: **Recommendation, Vendor Letter, Clay County Renewal Letter, Previous Awards**
Luis F. Flores, Chief of Public Buildings Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Buyer: **MARILYN LAIDLER**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eichner
CHAIRMAN

8/11/2016
DATE

ACTION OF AWARDING AUTHORITY DATE: 8/11/16

APPROVED ✓ DISAPPROVED

OTHER

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No 2015-05

SIGNATURE OF AUTHENTICATION

FORM GB-112, Revised 12/2007

REFERENCE AWARD **BID # PSC-0029-14**

Subject: **PIGGYBACK CONTRACT #14-MA-305 CHILLER MAINTENANCE AND REPAIR COUNTY-WIDE**

Department: **PUB BLDGS**

Description of Purchase:
Subject piggyback was administratively awarded to ThermaServe, Inc., (contract #9942) on 11/15/13 in the amount of $44,404.00; Amendment #1 approved on 02/3/15 to extend period of service; Increased on 02/11/15 in the amount of $44,635.00; Decreased on 07/29/15 in the amount of $23,000.00; First renewal option approved on 08/26/15, with no increase in expenditure.

Recommend approval to increase piggyback award to ThermaServe, Inc., in the amount of $44,404.00, to allow usage at any City location needed. Period of Service to remain through August 18, 2016, with two (2) one (1) year renewal options remaining. Revised total not-to-exceed expenditure amount of $110,443.00.

Funding for this award to be encumbered by account: PWPB5A1MAPR-03410F to be executed by contract amendment #~~3~~ 4 through Office of General Counsel.

Reference Award To: **ThermaServe, Inc.**

Price Justification: **See Attached**

Total Award: **$110,443.00** Requisition # **N/A**

Attachments: **Recommendation Memo, Previous Award(s)**
Luis F. Flores, Chief, Public Buildings Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.107.

Buyer: **ANNETTE BURNEY**

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R. Eikner
CHAIRMAN

6-16-16
DATE

James R McCall

ACTION OF AWARDING AUTHORITY DATE: 6/16/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam G. Mousa
Chief Administrative Officer
For: Mayor Henry Curry
Under Authority of
Executive Order No. 2015-05

FORM GB-112, Revised 12/2007

ADMINISTRATIVE AWARD
BID No.: PSC-0029-14

DESCRIPTION OF GOODS/SERVICES Recommend approval to utilize the first of three (3) renewal options with ThermaServe, Inc via the piggyback on Clay County Bid #14-MA-305 Chiller Maintenance and Repair County-wide Period of service is from August 16, 2015 through August 18 2016 with no increase to the annual expenditure. Total not to exceed expenditure will remain unchanged in the amount of $66 039 00

Funding Source: PWPB5A1MAPR-03410F – To be executed by formal contract amendment #4 through the Office of General Counsel

FOR AGENCY/DEPARTMENT: Public Buildings Division

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
In accordance with 126.211 of the Procurement Code

RECOMMEND AWARD TO: ThermaServe, Inc

CONCURRENCE BY: Luis F. Flores, Chief, Public Buildings

PRICE: $66,039 00 **TERMS:** Net 30 Days

REASON FOR NOT ACCEPTING LOW BID: N/A

Analyst

Manager of Purchasing Services

Date

Date

APPROVAL.

Gregory Pease, Chief, Procurement Division

Date

ADMINISTRATIVE AWARD
BID No.: PSC-0029-14

DESCRIPTION OF GOODS/SERVICES:
Recommend approval to amend the piggyback award with ThermaServe, Inc (Clay County Bid # 14-MA-305 Chiller Maintenance and Repair County-wide) to decrease the amount by $23,000.00 for the initial period ending August 15, 2015. Total revised expenditure in the not to exceed amount of $66,039.00.

Funding Source: PWPB5A1MAPR-03410F – To be ~~encumbered~~ executed by ~~purchase order~~ formal contract amendment through the Office of General Counsel.
FOR AGENCY/DEPARTMENT: Public Buildings Division

REQUISITION NUMBERS. N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
N/A

RECOMMEND AWARD TO: ThermaServe, Inc.

CONCURRENCE BY: Luis F. Flores, Chief, Public Buildings Division

PRICE: $66,039.00 **TERMS:** Net 30

REASON FOR NOT ACCEPTING LOW BID: N/A

Buyer
7/27/15
Date

Manager of Purchasing Services
7/27/2015
Date

APPROVAL:

Gregory Pease, Chief, Procurement Division Date 7/28/15

ADMINISTRATIVE AWARD
BID No. PSC-0029-14

DESCRIPTION OF GOODS/SERVICES

Subject bid was awarded to Thermaserve, Inc on 11 15 13 in the amount of $44,404 00 for the period of service 11 15 13 – 9 30/14 for FY1314 Recommend approval of Change Order # 1 to Thermaserve, Inc. in the amount of $44 635 00 for services through 8/15/15 for FY1415 for a revised maximum indebtedness to the City not-to-exceed $89,039 00

Funding for Change Order #1 to be encumbered by account PWPBSA1MAPR-03410F and executed by contract amendment.

FOR AGENCY/DEPARTMENT: Public Buildings

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
N/A

RECOMMEND AWARD TO: Thermaserve, Inc

CONCURRENCE BY: Luis F Flores, Chief of Public Buildings, Public Buildings Division

PRICE: $89,039 00 **TERMS:** Net 30

REASON FOR NOT ACCEPTING LOW BID N/A

Buyer/Analyst Manager of Purchasing Services

30 15
Date Date

APPROVAL/DISAPPROVAL:

Gregory Pease, Chief, Procurement Division Date

ADMINISTRATIVE AWARD
BID No. PSC-0029-14

DESCRIPTION OF GOODS/SERVICES:
RECOMMEND APPROVAL OF AWARD TO PIGGYBACK SCHOOL BOARD OF CLAY COUNTY CONTRACT # J-MA-305, WITH THERMASERVE, INC. FOR COMPREHENSIVE AND ANNUAL PREVENTATIVE MAINTENANCE OF THE CARRIER/HANBELL CHILLER. PERIOD OF SERVICE WILL BE FROM DATE OF AWARD THROUGH AUGUST 15, 2015, WITH THREE (3) ADDITIONAL ONE (1) YEAR PERIODS UPON MUTUAL AGREEMENT, IN WRITING. TOTAL LUMP SUM FEE IN THE AMOUNT OF $4,404.00 WITH A NOT-TO EXCEED LIMIT OF $40,000.00 FOR MAINTENANCE AND REPAIR. FOR A TOTAL MAXIMUM INDEBTEDNESS IN THE AMOUNT OF $44,404.00

FUNDING FOR THIS AWARD TO BE ENCUMBERED BY: PWPB5A1MAPR-06302 TO BE EXECUTED BY FORMAL CONTRACT THROUGH OFFICE OF GENERAL COUNSEL

FOR AGENCY/DEPARTMENT: PUBLIC BUILDINGS DIVISION

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
PER PROCUREMENT MANUAL 126.211

RECOMMEND AWARD TO: THERMASERVE, INC

CONCURRENCE BY: LUIS F. FLORES, CHIEF OF PUBLIC BUILDINGS PUBLIC BUILDINGS DIVISION

PRICE: $44,404.00 **TERMS:** NET 30

REASON FOR NOT ACCEPTING LOW BID

Buyer/Analyst

Date

Manager of Purchasing Services

Date

APPROVAL/DISAPPROVAL

Gregory Pease, Chief, Procurement Division Date

PSC-0029-14	ThermaServe, Inc.	
11/15/2013	$44,404.00	Award
2/3/2015	$0.00	Amendment #1 POS
2/11/2015	$44,635.00	Increase
7/29/2015	-$23,000.00	Decreased
8/26/2015	$0.00	1st Renewal Option
6/16/2016	$44,404.00	Increase
8/14/2016	$0.00	2nd Renewal Option
10/13/2016	$40,000.00	Adding Funds FY 17
Pending	$0.00	3rd Final Renewal Option

$150,443.00 Total Award