

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2012

Division: Public Works

Bulk Item: Yes  No

Department: Facilities Maintenance

Staff Contact Person: Joe Medallion, (305) 852-7161

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**AGENDA ITEM WORDING:** Approval to award bid and execute a contract with MASTER MECHANICAL SERVICES, INC. for Upper Keys facilities central air conditioning requested maintenance and repair.

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**ITEM BACKGROUND:** On January 05, 2012 bids were accepted for Upper Keys a/c repair and maintenance services with three respondents: (1) MASTER MECHANICAL SERVICES, INC. – Labor during regular hours \$50.00/mechanic/hr, \$92.50/mechanic and helper/hr; overtime \$75.00/mechanic/ hr, \$138.75/mechanic and helper/hr; Freon – R-22 \$13.50/lb, R-12 \$40.00/lb, manufacture’s invoice plus 20%; (2) TEM ENVIRONMENTAL & MECHANICAL SERVICES, Corp. – Labor during regular hours \$74.00/mechanic/hr, \$98.00/mechanic and helper/hr; overtime \$111.00/mechanic/hr, \$147.00/mechanic and helper/hr; Freon – R-22 \$10.75/lb, R-12 \$29.70/lb, parts - manufacture’s invoice plus 5%; and (3) NET TEMP, Corp. - Labor during regular hours \$65.00/mechanic/hr, \$90.00/mechanic and helper/hr; overtime \$95.00/mechanic/hr, \$110.00/mechanic and helper/hr; Freon – R-22 \$14.00/lb, R-12 \$19.00/lb, manufacture’s invoice plus 10%.

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**PREVIOUS RELEVANT BOCC ACTION:** On January 19, 2011, the BOCC approved the most recent amendment and second renewal agreement with Master Mechanical that will terminate on March 14, 2012.

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**CONTRACT/AGREEMENT CHANGES:** New Agreement

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** NTE \$45,000.00 **INDIRECT COST:** \_\_\_\_\_ **BUDGETED:** Yes  No   
(Unless approved emergency work as described in contract exceeds limit)

**DIFFERENTIAL OF LOCAL PREFERENCE:** \_\_\_\_\_

**COST TO COUNTY:** same

**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes  No  **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty. [Signature] OMB/Purchasing \_\_\_\_\_ Risk Management [Signature]

**DOCUMENTATION:** Included  Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET

OPEN DATE: JANUARY 5, 2012 AT 3:00 PM

TITLE : CENTRAL AIR CONDITIONING MAINTENANCE & REPAIR UPPER KEYS FACILITIES

MONROE COUNTY, FLORIDA

RESPONDENT	<u>ITEM #1</u> LABOR - NORMAL WORK HOURS	<u>ITEM #2</u> LABOR - OVERTIME OTHER THAN NORMAL WORK HOURS	<u>ITEM #3</u> MATERIALS FREON FOR RECHARGING SYSTEMS	<u>ITEM #4</u> INVOICE PLUS %
Master Machanical Services, Inc.	\$ 50.00 PER HR \$ 92.50 PER HR	\$ 75.00 PER HR \$ 138.75 PER HR	R-22 \$ 13.50 LB R-12 \$ 40.00 LB	20%
TEM Environmental & Mechanical Services Corporation	\$ 74.00 PER HR \$ 98.00 PER HR	\$ 111.00 PER HR \$ 147.00 PER HR	R-22 \$ 10.75 LB R-12 \$ 29.70 LB	5%
NET TEMP Corporation	\$ 65.00 PER HR \$ 90.00 PER HR	\$ 95.00 PER HR \$ 110.00 PER HR	R-22 \$ 14.00 LB R-12 \$ 19.00 LB	10%

Bid Committee Present: Carlos Victores - Purchasing Office.

Members of the Public Present:

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores, Purchasing Manager

# Monroe County Bid Summary Form

*Project:* **Central A/C Maintenance and Repair**

*Location:* Upper Keys NEXT TO LOW

LOW

*Date:* January 5, 2012

Item No.	Description	NET TEMP	TEM	Master Mechanical
1.	Normal Business Hours: Bid Price, Per Hour - Mechanic	\$65.00	\$74.00	\$50.00
2.	Bid Price, Per Hour - Mechanic Plus Helper	\$90.00	\$98.00	\$92.50
3.	Overtime: Bid Price, Per Hour - Mechanic	\$95.00	\$111.00	\$75.00
4.	Bid Price, Per Hour - Mechanic Plus Helper	\$110.00	\$147.00	\$138.75
	Aggregate Labor	\$360.00	\$430.00	\$356.25
5	Materials: Freon (per pound)			
	R-22	\$14.00	\$10.75	\$13.50
	R-12	\$19.00	\$29.70	\$40.00
	Materials/Supplies Invoice Plus	10.0%	5.0%	20.0%

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with:	Master Mechanical Services, Inc.	Contract # _____	
		Effective Date:	<u>03/15/12</u>
		Expiration Date:	<u>03/14/13</u>
Contract Purpose/Description: Approval to award bid and enter into a contract for central a/c maintenance and repair for the Upper Keys facilities			
Contract Manager:	<u>Alice Steryou</u>	<u>4549</u>	<u>Facilities Maint / #4</u>
	(Name)	(Ext.)	(Department/Stop #)
for BOCC meeting on <u>02/15/12</u>		Agenda Deadline: <u>01/31/12</u>	

CONTRACT COSTS			
<small>not to exceed</small>			
Total Dollar Value of Contract:	\$ <u>45,000</u>	Current Year Portion: \$	<u>26,250</u>
<small>(unless approved emergency work as described in contract exceeds limit)</small>			
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>001-20501-530-340-</u>		
Grant: \$ _____	<u>001-20505-530-340-</u>		
County Match: \$ _____	_____	_____	_____
	_____	_____	_____
ADDITIONAL COSTS			
Estimated Ongoing Costs: \$ _____/yr	For: _____		
<small>(Not included in dollar value above)</small>	<small>(eg. maintenance, utilities, janitorial, salaries, etc.)</small>		

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/31/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B. Jeta</u>	<u>1/31/12</u>
Risk Management	<u>1/31/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/31/12</u>
O.M.B./Purchasing	<u>1/31/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-31-12</u>
County Attorney	<u>1/31/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/31/12</u>
Comments: _____				
_____				
_____				

**AGREEMENT FOR CENTRAL A/C REPAIR SERVICES FOR  
UPPER KEYS FACILITIES, MONROE COUNTY, FLORIDA**

This Agreement is made and entered into this 15<sup>th</sup> day of February, 2012, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and MASTER MECHANICAL SERVICES, INC., ("CONTRACTOR"), a Florida corporation, whose address is 15183 NW 33 Place, Miami, FL 33054.

**WHEREAS**, COUNTY desires to provide central air conditioning repair services for the Upper Keys Facilities, Monroe County, and

**WHEREAS**, CONTRACTOR desires and is able to provide central A/C repair services for Upper Keys Facilities, Monroe County; and

**WHEREAS**, it serves a legitimate public purpose for CONTRACTOR to provide central air conditioning repair services for Upper Keys facilities, Monroe County, now therefore,

**IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT**

The Agreement consists of this document, the bid documents, exhibits, and any addenda only.

2. **SCOPE OF THE WORK**

The Contractor shall furnish all labor, materials, equipment, tools, transportation, services, and incidentals, and perform all the work necessary in accordance with the specifications entitled:

**CENTRAL AIR CONDITIONING REPAIR  
UPPER KEYS FACILITIES, MONROE COUNTY, FLORIDA**

A) Routine repairs and maintenance of all county maintained central air conditioning units in the Upper Keys area.

B) Emergency repairs of all county maintained central air conditioning units in the Upper Keys area. The CONTRACTOR shall be available 24 hours per day, 365 days per year. The CONTRACTOR shall be at the site of an air conditioning malfunction within three hours of verbal notification by the OWNER.

C) The CONTRACTOR shall have access to a supply of all parts and controls normally necessary for the emergency repairs of all county maintained central air conditioning units so that such emergency repairs will be completed within 48 hours of notification by the OWNER.

D) The COUNTY shall reimburse the CONTRACTOR for the Manufacturer's invoice cost of all parts and materials, plus percentage indicated

in section 3.D. of this Agreement, that are used in the repair of all county maintained central air conditioning units, excluding freight and tax charges. Freight and tax costs will be reimbursed with no markup. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$500.00, and may be requested for any part regardless of the cost at the discretion of the Director of Public Works, or his designee. All parts and materials shall be of equal or greater quality as compared to existing parts and materials in use.

On all orders that require shipping or transportation of parts or materials whether the part is under warranty or not, freight invoices exceeding \$500 must accompany requests for payment. Freight invoices may be requested for any freight charge, regardless of the cost, at the discretion of the Director of Public Works, or his designee.

E) In the event of a major component failure or system breakdown, the COUNTY, when deemed as an emergency situation, shall have the option to request from the CONTRACTOR only, a proposal/quote for replacement equipment in an amount that could exceed Five Thousand Dollars (\$5,000). Any proposal over \$5,000 up to and including \$10,000 must be approved and signed by the Division Director and/or the County Administrator. Any proposal over \$10,000 up to and including \$25,000 must be approved and signed by the Division Director and the County Administrator.

F) The facilities are located throughout the Upper Keys, from Conch Key up to and including Key Largo, Florida. Buildings to be serviced shall include, but shall not be limited to, the following:

GOVERNMENT CENTER/COURTHOUSE  
Highpoint Road, Plantation Key

COUNTY OFFICES – SOCIAL SERVICES & CODE ENFORCEMENT  
Highpoint Road, Plantation Key

CARPENTER SHOP  
Highpoint Road, Plantation Key

SENIOR CITIZEN CENTER/AARP  
Highpoint Road, Plantation Key

TEMPORARY COURTROOM  
Government Complex, Plantation Key

SHERIFF'S OFFICES – FIRST APPEARANCE  
US1, Plantation Key (former mobile trailer)

JERRY ELLIS BUILDING GOVERNMENTAL CENTER COMPLEX  
88800 Overseas Highway, Plantation Key

SPOTTSWOOD STATION  
88770 Overseas Highway, Plantation Key

PLANTATION KEY DETENTION FACILITY/JAIL  
53 Highpoint Road, Plantation Key

TAVERNIER FIRE STATION  
Marine Avenue, Tavernier

KEY LARGO LIBRARY  
U.S. Highway #1 MM101, Tradewinds Shopping Center, Key Largo

ISLAMORADA LIBRARY  
81.5 Bayside, Islamorada

ROTH BUILDING  
48 Highpoint Road, Plantation Key

MONROE COUNTY COMMUNICATION BUILDING  
Key Heights Drive, Plantation Key

MURRAY E. NELSON GOVERNMENT AND CULTURAL CENTER  
102050 Overseas Highway, Key Largo

The Contractor shall be responsible to obtain any necessary permits during the term of this contract.

3. **MAJOR COMPONENT FAILURE OR SYSTEM BREAKDOWN**

In the event of a major component failure or system breakdown, the COUNTY, when deemed as an emergency situation, shall have the option to request from the CONTRACTOR only, a proposal/quote for replacement equipment in an amount that could exceed Five Thousand Dollars (\$5,000). Any proposal over \$5,000 up to and including \$10,000 must be approved and signed by the Division Director and/or the County Administrator. Any proposal over \$10,000 up to and including \$25,000 must be approved and signed by the Division Director and the County Administrator.

4. **CONTRACT AMOUNT**

The County shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

A. Labor - Normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday

excluding holidays

\$ 50.00 per hour, MECHANIC (includes all travel time)

\$ 92.50 per hour, MECHANIC plus HELPER (includes all travel time)

CENTRAL A/C MAINTENANCE & REPAIR, UPPER KEYS FACILITIES, MONROE COUNTY, FLORIDA

B. Labor – Overtime rate for hours not stated above, including holidays and for facilities that conduct critical business such as Courthouses, Tax Collector’s offices, and all others identified by the Facilities Maintenance Director in the Specifications

\$ 75.00 per hour, MECHANIC (includes all travel time)

\$ 138.75 per hour, MECHANIC plus HELPER (includes all travel time)

C. Materials – Freon for recharging systems:

PRICE PER POUND: \$ 13.50 R-22

PRICE PER POUND: \$ 40.00 R-12

D. Materials – supplies and replacement parts:

Manufacturer’s Invoice plus 20 %.

E. Freon evacuation and disposal shall be a part of the Contractor’s rate, and shall not be billed as an additional item.

The air conditioning units to be maintained are installed at County Facilities located throughout the Upper Keys. Window and portable units may, from time to time, be submitted for analysis for economical repair. If the Contractor finds that the unit is economically repairable, the Contractor will submit an estimate for repair to the Owner. The Owner may, at his discretion, have the Contractor repair the window or portable unit in keeping with the estimate.

*There are no additional costs for travel, mileage, meals, or lodging.*

*Contractor shall submit with all invoices the Application for Payment form attached.*

**5. PAYMENTS TO CONTRACTOR**

A. COUNTY’S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

B. COUNTY shall pay in accordance with the Florida Local Government Prompt Payment Act; payment will be made after delivery and inspection by COUNTY and upon submission of invoice by CONTRACTOR.

C. CONTRACTOR shall submit to COUNTY invoices with supporting documentation acceptable to the Clerk, on a monthly schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.

D. Total Compensation to CONTRACTOR under this Agreement shall not exceed FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) unless pre-approved emergency work requiring additional funds is implemented.

6. **TERM OF AGREEMENT**

This Agreement shall commence on **March 15, 2012**, and ends upon **March 14, 2013**, unless terminated earlier under paragraph 19 of this Agreement.

The COUNTY shall have the option to renew this Agreement for up to an additional two (2) one-year periods at terms and conditions mutually agreeable to the parties, exercisable upon written notice given at least 30 days prior to the end of the initial term. Unless the context clearly indicates otherwise, references to the "term" of this Agreement shall mean the initial term of one (1) year.

The Contract amount shall be adjusted annually in accordance with the percentage change in the U.S. Department of Commerce Consumer Price Index (CPI-U) for all Urban Consumers as reported by the U.S. Bureau of Labor Statistics and shall be based upon the CPI-U computation at December 31 of the previous year.

7. **ACCEPTANCE OF CONDITIONS BY CONTRACTOR**

CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY upon execution of this Agreement.

8. **FINANCIAL RECORDS OF CONTRACTOR**

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

9. PUBLIC ACCESS

The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

10. HOLD HARMLESS AND INSURANCE

Notwithstanding any minimum insurance requirements prescribed elsewhere in this agreement, Contractor shall defend, indemnify and hold the COUNTY and the COUNTY's elected and appointed officers and employees harmless from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with, (A) any activity of CONTRACTOR or any of its employees, agents, sub-contractors or other invitees during the term of this AGREEMENT, (B) the negligence or willful misconduct of CONTRACTOR or any of its employees, agents, sub-contractors or other invitees, or (C) CONTRACTOR's default in respect of any of the obligations that it undertakes under the terms of this AGREEMENT, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or negligent acts in part or omissions of the COUNTY or any of its employees, agents, contractors or invitees (other than CONTRACTOR). Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this AGREEMENT, this section will survive the expiration of the term of this AGREEMENT or any earlier termination of this AGREEMENT.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: Where applicable, worker's compensation coverage to apply for all employees at a minimum statutory limit as required by Florida Law, and Employer's Liability coverage in the amount of \$100,000.00 bodily injury by accident, \$500,000.00 bodily injury by disease, policy limits, and \$100,000.00 bodily injury by disease, each employee.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE: Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are \$50,000.00

per person, \$100,000.00 per occurrence, and \$25,000.00 property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY: Commercial general liability coverage with limits of liability of not less than \$300,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

***MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKER'S COMPENSATION.***

**11. NON-WAIVER OF IMMUNITY**

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

**12. INDEPENDENT CONTRACTOR**

At all times and for all purposes under this agreement CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find CONTRACTOR or any of his employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

**13. NONDISCRIMINATION**

CONTRACTOR agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CONTRACTOR agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation

Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and CONTRACTOR to, or the subject matter of, this Agreement.

**14. ASSIGNMENT/SUBCONTRACT**

CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

**15. COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS**

In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this Agreement. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

**16. DISCLOSURE AND CONFLICT OF INTEREST**

CONTRACTOR represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized

compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**17. NO PLEDGE OF CREDIT**

CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

**18. NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:

Monroe County  
Facilities Maintenance Department  
3583 South Roosevelt Boulevard  
Key West, FL 33040

and

Monroe County Attorney  
Post Office Box 1026  
Key West, FL 33041-1026

FOR CONTRACTOR:

Master Mechanical Services, Inc.  
15181 NW 3 Place  
Miami, FL 33054  
Telephone: (305) 825-3004

**19. TAXES**

COUNTY is exempt from payment of Florida State Sales and Use taxes. CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

**20. TERMINATION**

- A. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.
- B. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so with neither party having any further obligation under the terms of the contract upon termination.

**21. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

**22. MEDIATION**

The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**23. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**24. ATTORNEY'S FEES AND COSTS**

COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and attorney's fees, in appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

**25. ADJUDICATION OF DISPUTES OR DISAGREEMENTS**

COUNTY and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of COUNTY and CONTRACTOR. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of COUNTY and CONTRACTOR, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**26. COOPERATION**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**27. BINDING EFFECT**

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

**28. AUTHORITY**

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

**29. CLAIMS FOR FEDERAL OR STATE AID**

CONTRACTOR and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all

applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**30. PRIVILEGES AND IMMUNITIES**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**31. LEGAL OBLIGATIONS AND RESPONSIBILITIES**

This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**32. NON-RELIANCE BY NON-PARTIES**

No person or entity shall be entitled to rely upon the terms, or any term, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**33. ATTESTATIONS**

CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**34. NO PERSONAL LIABILITY**

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this

Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**35. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**36. SECTION HEADINGS**

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**37. PUBLIC ENTITY CRIME INFORMATION STATEMENT**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**38. MUTUAL REVIEW**

This agreement has been carefully reviewed by Contractor and the County, therefore, this agreement is not to be construed against either party on the basis of authorship.

**39. INCORPORATION OF BID DOCUMENTS**

The terms and conditions of the bid documents are incorporated by reference in this contract agreement.

**40. ANNUAL APPROPRIATION**

The County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Board of County Commissioners. In the event that the County funds on which this Agreement is dependent are withdrawn, this Agreement is terminated and the County has no further obligation under the terms of this Agreement to the Contractor beyond that already incurred by the termination date.

CENTRAL A/C MAINTENANCE & REPAIR, UPPER KEYS FACILITIES, MONROE COUNTY, FLORIDA

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLOIDA

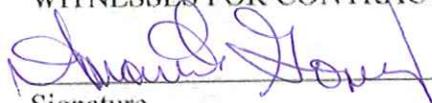
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

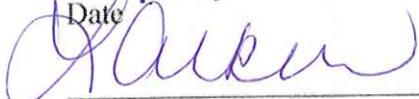
WITNESSES FOR CONTRACTOR:

  
Signature

  
Signature of person authorized to  
legally bind Corporation  
Date: 1/31/12

1/31/12  
Date

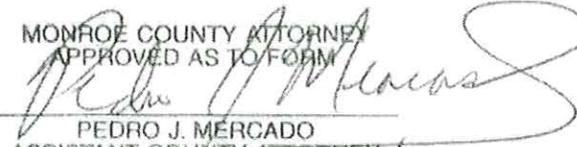
JoAnn Pinna  
Print Name

  
Signature

Address: 15181 NW 33 Pl. Miami, FL 33054  
305-825-3004  
Telephone Number

1/31/12  
Date

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY

Date: 1/31/12