

1. Contract Documents
   1. The contract documents consist of this agreement, general conditions, the request for proposal of services, tender invitation, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.
2. Scope of Work
   1. The Owner agrees to allow full access to the property for the purposes of undertaking the inspections and routine maintenance of the Air Conditioning Plants as per the contract documents.

The Contractor agrees to clean the above mentioned structures; equipment and fittings attached thereto according to the contract documents. Routine scheduled maintenance inspections and servicing shall be carried out on all the listed Chillers, compressors, Air Handling Units, Fan coil units, variable speed drives, chill water loops, circulation pumps, heat pumps, supply ducts, exhaust and intake vents, all supply grills and louvers, insulation around piping, exhaust hoods, filtration devices and equipment and all plant rooms.

* 1. Services to be provided shall be defined in this agreement as 5 days per week Monday – Friday inclusive.
     1. **Routine Inspection of Chiller Plants and Fan Coil Units**

1. The Contractor shall provide a detailed Air Condition System Inspection Report to the owner’s representative for all works carried out on the inspection and maintenance of the plant and equipment.
2. The contractor shall carry out routine inspections of the refrigeration plants for leak tests, repairs to the refrigeration components and the replenishing of refrigerant.
3. Inspection of all risers and chill water supply loops for the Fan coil units.
4. Inspection of all Fan Coil units for leaks, heating and cleaning of unit of any mold or fungal growth.
5. Record maintenance inspections on all air delivery systems including the cleaning and changing out of filters in all AHUs, Fan coils units, and intake grills.
6. Clean all outside intake and exhaust grills, hoods and vents.
7. Clean all supply and exhaust grills, linear diffusers on the interior of the buildings.
8. Inspect and lubricate all shafts, drives and moving parts as per the required maintenance manual for said equipment.
9. Inspect and change out any worn belts on drives and motors.
10. Inspect and repair any damaged insulation to piping from water, condensation, mold and or wear and tear.
11. Paint and repair any exposed corroded metal works on plant and machninery.
12. Calibration of VARs and Energy Management Systems that monitor the buildings and provide the systems report to the owner’s representative on a monthly basis.
13. Monitor all AC plants for efficiency and energy consumption on a weekly and monthly basis.
14. Inspect all Plant rooms and surrounding areas to ensure that all areas are keep tidy, neat and free of debris.
15. Cleaning Materials and Contractor responsibilities
    1. **The contractor** shall provide all materials, chemicals and equipment necessary to carry out the above services as well as the consumables to be provided such as all paper products, trash receptacles bags, soap and cleaning equipment to undertake their duties.
    2. **The contractor** shall adhere to the following list of responsibilities and duties described herein:

**The Contract** shall be initially for **(3)** three years. However, the Department of Public Lands and Buildings reserves the right to terminate the contract in between, for reasons of unsatisfactory/non-performance of contractual duties, and or for lack of funding allocated from the Budget Office of the Bermuda Government to the Department of Public Lands and Buildings for said contract services.

1. The service shall be payable monthly in arrears.
2. The Contractor will submit an hourly call out rate and will be available for emergency call out service during the work day.
3. The Contractor shall be responsible for providing to the satisfaction of the Client’s representative, that all services provided are to the highest standard to maintain good air supply and quality within these complexes.
4. Security and Confidentiality
   1. This is to warrant that all matters pertaining to the Office of The Department of Lands Buildings and Surveys are treated in strict confidence by all staff of **The contractor** and that all staff of **The contractor** is to be security vetted before commencement of work in any government offices. It is also warranted and agreed that no unauthorized person/s shall be allowed in or on the premises of the client during the hours as outlined in this contract.
5. Time of Completion
   1. The commencement date of the project shall be (**…….., Dec 2017**). The approximate completion date of the project shall be (**…….., Dec 2020**). The contract execution date shall be(**………, Dec 2017**)**.**
6. The Contract Price
   1. The contract price of the project shall be set at the sum of **……..Thousand ……. Hundred and …… Dollars), ($00,000.00) per annum**, subject to additions and deductions pursuant to authorized change orders and allowances.
7. OPTION TO RENEW:
   1. Provided none of the parties to this agreement are not in default under any of the terms and conditions of this Agreement, the parties at the end of the above contract period shall, providing both parties are in agreement have the option to renew on an annual basis for an agreed contract price. Either party must at least thirty **(30)** days prior to the expiration of the initial term, give written notice of its intention to exercise such option.
8. Progress Payments
   1. The Owner will make payments to the contractor pursuant to the contractor’s monthly invoice for works completed the month prior.
   2. The services outlined in Article 2 shall be pro-rata and charged by the contractor to the Owner at the end of each month at an even rate.
   3. Any additional services which expand beyond the agreed contract shall be separately agreed to and invoiced separately.
   4. The terms of payment shall be 30 days net.
9. Duties of the Contractor
   1. All work shall be in accordance to the provisions of the agreed Scope of Works.
   2. All work shall be completed in a workman like manner, and shall comply with all applicable local codes and laws governing the Safety and Health in the work place.
   3. All work shall be performed by security vetted individuals to perform their said work.
   4. The Contractor shall obtain all the necessary daily records for the work to be completed during the week and provide copies of which to the owner’s representative. These records shall include log in times and maintenance log registry of works carried out and by whom. All service request shall be submitted for agreement to the owner’s representative and signed accordingly.
   5. The contractor shall be responsible for all wages, health benefits, leave, insurances, bonus and uniforms etc for all employees. All employees shall be required to wear a photo identification card to be supplied by the contractor.
   6. The Contractor will perform all services required hereunder, except when prevented by acts of God, and accident or other circumstances beyond its control.
10. Owner
    1. The Owner will not assume any liability or responsibility, nor have controls over or charge of cleaning methods, techniques, or procedures, or for safety precautions and programs in connection with the contract, since these are solely the Contractor’s responsibility.
11. Change Orders
    1. A Change Order is any change to the original contract and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties**.**
12. Insurance
    1. The Owner shall maintain property insurance to the full and insurable value of the property, in case of a fire, vandalism, malicious mischief or other instances that may occur.
    2. The contractor shall maintain, at his own expense, full and complete insurance on its work. The contractor shall not hold the owner liable from all costs, damages, fees and expenses from any claims arising on the project. Failure of the contractor to maintain appropriate insurance coverage may deem a material breach allowing the owner to terminate this contract or to provide insurance at the contractor’s expense.
    3. To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, owner’s representatives, agents and employees from all claims, losses, damages and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the contractor, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

The contractor shall maintain insurance for the duration of the contract, at the following (minimum) levels:

11.3.1 General Liability $1,000,000.00

11.3.2 Employer’s Liability $250,000.00

11.3.3 Replacement Cost Allowance 15%

1. General Provisions

**12.1** Not applicable.

1. Hazardous Materials, And Waste
   1. The Contractor shall adhere to the guidelines of the Safety and Health Act, and the Department of Health regulations for the proper disposal of any hazardous and unsafe materials from occupied premises.
2. Arbitration of Disputes
   1. Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration, to be held in Bermuda;
   2. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
3. Warranty
   1. Warranty shall apply only to any new equipment that is installed by said Contractor to maintain the effective operation of the AC plants to these buildings.
4. Termination of the Contract
   1. Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:
      1. If the Owner or the Contractor shall default on the contract, it may be cancelled by either party upon thirty **(30)** days notice prior to the issuance of the written notice.
      2. If the Owner is unable to secure funding the Owner may cancel the contract upon thirty **(30)** days notice prior to the issuance of the written notice.
5. Attorney Fees
   1. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. All legal matters shall be governed by the prevailing law of Bermuda.
6. Acceptance

**Witness** our hand and seal on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017.

**Owner Signature** **Date**

Signed in the presence of:

**Witness**

**Contractor Signature**  **Date**

Signed in the presence of:

**Witness**