

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
TRANE U.S. INC.
TO**

PURCHASING CONTRACT 04-22

THIS AMENDMENT NO. 1 made and entered into as of the 25th day of October, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **TRANE U.S. Inc, a Delaware Corporation** (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, by Contract dated January 1, 2022, Contractor agreed to provide the Authority management, maintenance and repair services for the Trane Chiller at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires on December 31, 2026; and

WHEREAS, the Authority and Contractor agrees to adjust the Contract to add seven (7) Trane chillers to the current contract: three (3) air cooled chillers located at the HBJ Warehouse and one (1) air cooled chiller located at the Remote Sort Facility (RSF) Building, and three (3) centrifugal chillers located at Terminal C.

WHEREAS, the Authority requires the Contractor's prior written consent, which Authority is willing to give on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- Contract Adjustment.** Contractor's scope of work shall be and hereby is amended to add seven (7) Trane chillers to the current contract: three (3) air cooled chillers located at the HBJ Warehouse and one (1) air cooled chiller located at the Remote Sort Facility (RSF) Building, and three (3) centrifugal chillers located at Terminal C. Pages 29 through 35 of the Scope of Work/Specification are hereby deleted and are replaced with Pages 29 through 35, to include language to include Water Treatment for Terminal C, attached to this Amendment as Attachment "A-2" and incorporated in this Amendment by this reference.
- Compensation.** The Authority shall pay to the Contractor compensation as shown on Attachment "B-2" Unit Prices for the Contract Adjustment, upon satisfactory completion of the work authorized by the Authority. Compensation shall be paid pursuant to the terms and conditions as provided in the Contract.
- Increase in Value.** The value of the Contract will increase from \$1,499,370 to \$1,898,310. The increase in value is for internal accounting purposes only.

4. **Contractor's Performance Bond or Letter of Credit.** Upon execution of this Amendment No. 1, no changes are required, or will be made, with respect to this Amendment. Performance Bond No. **015215951** in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000)**, which expires on January 1, 2027, shall remain the same as the terms and conditions of the Contract.

5. **Suits/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida. The Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

6. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "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 contractor, 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 set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

7. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Executive Director

[Official Seal]

"CONTRACTOR"

ATTEST:

TRANE U.S. INC.

Secretary

By: Erik Smedal
Erik Smedal - Area General Manager CF
Its: _____

[CORPORATE SEAL]

Print or Type Name and Title

Approved as to Form and Legality
this 5 day of October, 2022
Nelson Mullins Riley & Scarborough, LLP
By: Joe L. Tracher
Greater Orlando Aviation Authority



Trane
3600 Pammel Creek Road
La Crosse, WI 54601 USA
T: (608) 787-2000

CERTIFICATE OF AUTHORIZATION

I, Scott Smillie, Assistant Secretary of Trane U.S. Inc., 3600 Pammel Creek Road, La Crosse, WI 54601, a Delaware corporation, do hereby certify that Erik Smedal who signed the attached document, is Area General Manager for Trane U.S. Inc. and that he is duly authorized to execute such documents on behalf of the corporation in connection with the following Contract:

*AMENDMENT NO. 1 BY AND BETWEEN GREATER ORLANDO AVIATION
AUTHORITY AND TRANE U.S. INC. TO PURCHASING CONTRACT 04-22*

(CORPORATE SEAL)



A handwritten signature in blue ink, appearing to read "S. Smillie", written over a horizontal line.

Scott Smillie – Assistant Secretary

09/16/2022

Date

(REVISED PER AMENDMENT NO. 1)

- b) Clean and brush evaporator tubes when open for Eddy Current Testing.
- c) Check tube sheets for corrosion.
- d) Repair/replace epoxy coating on tube sheet and condenser/evaporator heads as necessary as described in the Maintenance Section herein.
- e) Perform eddy current test on the evaporator and condenser tubes in January 2022, and condenser tubes only in 2024 on all Trane chillers. Eddy current testing to be provided by an independent company. Company must be approved by AAR prior to initial testing.

g. Water Treatment Programs:

- 1) Contractor shall have available a water treatment technician who shall conduct a weekly equipment inspection, as described below, for the duration of the Contract.
- 2) The weekly equipment inspection shall include: complete water treatment, including all condenser (cooling towers), chilled and glycol closed loops and all related equipment required to maintain quality levels specified by original equipment manufacturer.
- 3) The intent of this water treatment program is to prevent the buildup of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic de-scaling with inhibited acids will not be considered as meeting this Specification. If the equipment should become scaled when the chemicals are being applied as recommended, the Contractor shall furnish the chemicals and labor necessary to de-scale the equipment promptly at no cost to the Authority.
- 4) The methods of injecting chemical treatment shall be compatible with the existing systems and equipment.
- 5) The Contractor's service engineer shall perform quarterly microbiological evaluation for biocide effectiveness.
- 6) **The Contractor shall provide weekly water and glycol testing on both closed loops for the centrifugal chillers located at the South Terminal Complex (STC) and provide a written copy of the testing performed to the AAR. The Contractor would only treat the closed loops with chemicals if there was a leak in the system.**

h. Chemical Application Requirements:

- 1) The treatments supplied by the Contractor shall be those that are specifically designated for chilled, glycol and the condensers used in each system and shall be prepared under the guidance and recommendations of a graduate chemist or engineer fully experienced

| Greater Orlando Aviation Authority | | | | | | | | | | | | | | | | | | | |
|---|--|-------|----------------------------------|-------------|--------------|----------------------------------|--------------|--------------|----------------------------------|-------------|--------------|----------------------------------|--|--------------|----------------------------------|-------------|--------------|--|--|
| Purchasing Single Source Contract: 04-22, Trane Chiller Maintenance Services - Detail Pricing Sheet | | | | | | | | | | | | | | | | | | | |
| Terms: Five (5) Year Single Source Contract and 2(1) Renewal Option | | | | | | | | | | | | | | | | | | | |
| Contract Adjustment Amendment No. 1 - Add STC (3) HBJ (3) RSF (1) | | | | | | | | | | | | | | | | | | | |
| | | | Year One | | | Year Two | | | Year Three | | | Year Four | | | Year Five | | | | |
| | | | Period: 1/1/2022 thru 12/31/2022 | | | Period: 1/1/2023 thru 12/31/2023 | | | Period: 1/1/2024 thru 12/31/2024 | | | Period: 1/1/2025 thru 12/31/2025 | | | Period: 1/1/2026 thru 12/31/2026 | | | | |
| ITEM | DESCRIPTION | UOM | QTY | UNIT PRICE | EXT. PRICE | QTY | UNIT PRICE | EXT. PRICE | QTY | UNIT PRICE | EXT. PRICE | QTY | UNIT PRICE | EXT. PRICE | QTY | UNIT PRICE | EXT. PRICE | | |
| 1 | Monthly Maintenance for Trane Chillers & Related Component; Annual Water Treatment; and Perform Eddy Current Testing on six (6) Trane Chillers, evaporators, and condenser tubes. Condenser Tubes only to be perform in 2024 - (4) CGAM Trane chillers one at Bagage claim and (3) at HBJ. (Note: Increase in Value) | Month | 12 | \$ 3,800.00 | \$ 45,600.00 | 12 | \$ 3,917.00 | \$ 47,004.00 | 12 | \$ 4,034.00 | \$ 48,408.00 | 12 | \$ 4,155.00 | \$ 49,860.00 | 12 | \$ 4,280.00 | \$ 51,360.00 | | |
| 2 | On August 1, 2022 we will add the three (3) CVHF chillers at the south terminal air-side, Preform Eddy Currents on the condensers and evaporators 2024. | Month | 6 | \$ 2,708.00 | \$ 16,248.00 | 12 | \$ 2,798.00 | \$ 33,576.00 | 12 | \$ 2,882.00 | \$ 34,584.00 | 12 | \$ 2,968.00 | \$ 35,616.00 | 12 | \$ 3,057.00 | \$ 36,684.00 | | |
| | | | | | \$ 61,848.00 | | \$ 80,580.00 | | \$ 82,992.00 | | \$ 85,476.00 | | | | | | \$ 88,044.00 | | |
| | | | | | | | | | | | | | Contract Adjustment Amendment No. 1 NTE AMOUNT | | | \$ | 398,940.00 | | |