



Jacksonville Sales District
The Trane Company

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Curtis J Humphrey
District Manager

Tom G Reagor
General Service Manager

Commercial Sales

SERVICE AGREEMENT

CUSTOMER Nassau County Board of Commissioners

P.O. Box 1010

Fernandina Beach, Florida 32034

Attn: Joyce Bradley

**PROJECT AND/OR
LOCATION** _____

COVERAGE Full Maintenance

AGREEMENT NO. _____

TOTAL MAINTENANCE AGREEMENT

We propose to furnish a total maintenance and service program according to the terms and conditions set forth below.

This coverage provides for all labor, parts, material, sub-contracts, oil, nitrogen, travel, freight and miscellaneous expense associated with maintaining the unit compressor assemblies, compressor motors, motor starters control panel, unit temperature controls, all associated materials shipped as part of the original unit.

Total maintenance service will be provided on the air conditioning equipment as listed within.

Maintenance inspections will be rendered twelve (12) times per year.

I. Work To Be Performed:

A. General

The inspections and maintenance services to be performed as a part of the agreement includes:

1. The number of inspections per year, as indicated, by a qualified mechanic.
2. Regular preventive maintenance activities as indicated.
3. Regular reports of equipment condition in the form of completed inspections and maintenance check lists.
4. Additional services as may be included in the attachments to this agreement.

The services outlined in this agreement will be performed during normal working hours. The difference in cost between overtime and straight time will be billed on work performed at other than normal working hours to accomodate the owners operating schedule.

All warranties shall end upon the expiration of this contract.

The Trane Company shall not be responsible for any incidental or consequential damages. Also not included are damages caused by corrosion due to the environment.

B. Total Maintenance

We agree to perform inspection and maintenance services, as indicated for a period of 12 months from the date of this agreement.

The Trane Company shall on a total maintenance agreement have the authority to shut the equipment down when required to investigate or repair an operational problem.

II. Conditions:

- A. The only parties to this agreement are the customer and the Trane Company. This agreement shall be void if the included equipment in our judgement has been subject to misuse, negligence, accident, fire, lightning, windstorm, or vandalism or if the equipment has been tampered with or altered in any way or operated contrary to the manufacturer's perscribed method.

III. Exclusions:

There shall be no liability under this agreement.

- A. Upon inital or seasonal start-up, the Trane Company shall have sixty (60) days in which to notify the customer of deficiencies found on covered equipment and repairs needed to bring said equipment up to main tainable standards. Should repairs be needed, repair ing deficiencies or deleting the specific equipment from the contract.
- B. For structural alterations to the premises within which the equipment included is installed, necessary for service or parts repair or replacement as provided for in this agreement. Any and all painting, repair or patching of the building or of insulation for chiller or piping if necessarily removed for access to equipment being serviced is NOT INCLUDED.
- C. For any default, delay in performance or extra-ordinary damage hereunder caused by any contingency beyond our control, including war, government re-strictions or restraints, strikes, fire, floods or short or reduced supply of any material or furnished products.
- D. That which in any way duplicates protection provided under any other existing warranty or contract.

- E. For system design or performance in maintaining design conditions except through failures of equipment specifically covered herein.
- F. This agreement does not cover electrical service, duct work and insulation, recording instruments, gauges or thermometers, water supply and drains, plumbing or piping work required by government and other codes and regulations nor any services performed beyond those specifically enumerated herein.
- G. Due to the excise tax resulting from the Omnibus Reconciliation Act effective January 1, 1990 on ozone depleting refrigerants (CFC's), refrigerant can not be included in this agreement. Upon authorization by the customer the Trane Company will provide refrigerant based on current market pricing and availability.

If an emergency service call is made at client's request and inspection does not reveal any defect for which the Trane Company is liable, client will be liable for regular charges prevailing for such services.

It is understood that the repair, replacement and emergency service provisions apply only to the systems and equipment covered by this schedule. Repair or replacement of non-maintainable parts of the system such as duct work, chiller shell and tubes, unit cabinets, electrical wiring, main breakers, remote starters, pressure vessels, or damage caused by lightning, voltage surges or excessive moisture or damage caused by unauthorized personnel, pneumatic piping, structural supports, etc. is not covered under the agreement.

IV. Terms:

Payment for total maintenance service shall be an annual billing. Payment for preventive maintenance services shall be in advance or by progress billing. Payment terms on progress billing shall be net ten days.

V. General Conditions:

Written notification of intentions to alter this agreement should be given within a minimum of thirty (30) days prior to the end of the contract year.

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This contract shall constitute the entire agreement for the service herein described and all other prior representations whether written or verbal are merged herein.

Total Annual Cost: \$8,250.00

Accepted By: *John B. Berglund*

Title: Chairman, Board of County Commissioners

Date: May 13, 1991

Purchase Order Number: _____

Trane Company Authorization

Signature: *Dan S. Vista*

Title: *Service Accts. Rep.*

Approval Date: *Effective June 1st 1991*

Date Typed: May 15, 1991

ADDENDUM: ITEMS LISTED UNDER THE NASSAU COUNTY BOARD OF COMMISSIONERS ORIGINAL BID SPECIFICATIONS WILL PREEMPT ANY COVERAGE IN THIS CONTRACT. BID SPECIFICATIONS ARE ATTACHED TO THIS CONTRACT.

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TOTAL SERVICE CHECKLIST

At the time of inspections, the contractor will do the following (in addition to those items listed on page 1, as necessary and applicable) to keep the system operating properly and with maximum energy-efficiency:

1. Check for refrigerant leaks, repair leaks, and replace any refrigerant lost.
2. Determine level of condenser tube fouling and mechanically brush clean tubes up to once per year.
3. Supply new compressor oil, oil filters, refrigerant filters, and filter-driers annually.
4. Notify owner or owner's representative of any manufacturer modifications as they become available for purchase, to update or protect listed equipment.
5. Check and adjust, repair, or replace as necessary all capacity, temperature, and safety controls including thermometers and gauges which are a part of equipment listed on Schedule A.
6. Perform analysis services at least once per year on water, oil, refrigerant, lithium bromide as applicable. Provide report and take corrective steps to ensure optimum equipment performance and reliability.
7. Drain, flush, and refill cooling towers and/or evaporative condensers during cooling season and drain water at time of winter shutdown inspection, if applicable.
8. Conduct a yearly meg-ohm stator winding test of compressor motors.
9. Annually check motor and starter lugs and tighten as required.
10. Annually check motor alignment on open-drive equipment and re-align as required.
11. Annually conduct a start-up inspection including complete log readings. These readings to be used as a basis for analysis of readings taken throughout the operating season.

Options:

Additional services included as part of this agreement are as detailed on the attached Options Schedule.

RECIPROCATING EQUIPMENT OPTIONS SCHEDULE

The following list of options apply to the equipment as detailed on Schedule A.

1. Air Handling Units:
Furnish coverage for air handling units including coils, blowers, motors, starters, and belts.
2. Air Filter Service:
Furnish labor and material to change air handling unit filters up to 6 times a year.
3. Analysis Service:
Furnish annual chemical analysis and report on compressor oil.
4. Water Treatment:
Furnish complete water treatment service including chemicals for condenser water circuit.
5. Condenser/Chilled Water Circuit:
Furnish coverage for condenser and chilled water pumps, motors, and starters.
6. Tube Cleaning:
Conduct annual visual tube inspection of condenser tubes and mechanically brush clean up to once per year.
7. Emergency Cleaning:
Furnish emergency service between regular inspections.
8. Seasonal Inspection:
Conduct an Annual Seasonal Inspection including annual maintenance requirements. See "Customers Annual Report."
9. Non-Moving Parts Coverage:
Furnish coverage on non-moving parts such as tubes, stators, shells, etc.
10. Misc. Parts for Control Panel:
Furnish coverage for misc. parts replacement of relays, controls, etc. for control panel.

EQUIPMENT LIST

- (1) AHU#2 MN# CS-32-SH-FCLP YORK 2 HP
- (1) AHU#3 MN# CS-74-SH-FCLP YORK 5 HP
- (1) AHU#4 MN# CS-113-SH-FCLP YORK 5 HP
- (1) AHU#5 MN# CS-113-SH-FCLP YORK 5 HP
- (1) AIR DRYER MN# 80-10 1/6 HP
- (1) RECIPROCATING CHILLER MN# LCH50W-46PB YORK 50 TON
- (1) COOLING TOWER MN# FT-60X THERMAL CARE/MAYER 2 HP
- (1) CHILL WATER PUMP MN# 7973708 7.5 HP
- (1) CONDENSER WATER PUMP MN# B-54440-2 7.5 HP
- (1) AIR COMPRESSOR 1/3 HP
- (1) SET PNEUMATIC CONTROLS, HEATING AND COOLING
- (1) A/C HEAT UNIT MN# 50EG006A610JB CARRIER 5 TON
- (1) A/C HEAT UNIT MN# 50QJ008500 CARRIER
- (1) A/C HEAT UNIT WEATHERKING 5 TON
- (1) A/C SPLIT SYSTEM COMFORTAIR
- (1) A/C HEAT PUMP MN# TWD730B100AD TRANE
- (1) BOILER MN# I370935 CLEVER BROOKS

ALL COMPONENTS, VALVES, MOTORS, RELAYS, DAMPERS, BLOWERS, ETC. CONNECTED AND CONSIDERED A PART OF THE SMOKE PURGE SYSTEM. SMOKE DETECTORS, HEAT DETECTORS AND FIRE CONTROL PANEL NOT CONNECTED WITH THE SMOKE PURGE SYSTEM ARE EXCLUDED.