



TRANE®

Trane
8929 Western Way
Jacksonville, FL, 32256
Phone (904) 363-6088, Fax (904) 363-1134

SERVICE AGREEMENT

Prepared For: Nassau County Courthouse
24100 William Burgess Blvd
Yulee, FL 32097

Attention: Mr. Bill Howard

Nassau County Courthouse
24100 William Burgess Blvd
Yulee, FL 32097

Project: WWH1931

B. H.

AGREEMENT NO. WWH1931

SERVICE AGREEMENT

PROJECT AND LOCATION: Nassau County Courthouse
24100 William Burgess Blvd
Yulee, FL 32097

The Trane Company, herein referred to as Trane, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules." This AGREEMENT shall become effective only upon acceptance by CUSTOMER and approved by Trane.

EQUIPMENT TO BE SERVICED:

Manufacturer	EquipmentType	UnitModelNo	UnitSerialNo
Trane	AC Chiller	RTAC200	U03E09428
Trane	AC Chiller	RTAC200	U03E09429

SERVICES TO BE RENDERED:

Quantity	Equipment	Schedules
2	Trane Screw AC RTAC 135-215 tons	ROT-310, ROT-330
2	Clean A-C CDS Coils (200 tons and up)	CDS-220D

PRICING AND ACCEPTANCE

Trane Service Agreement

Trane agrees to inspect, maintain and repair the equipment listed under the "Equipment Coverage" section hereof (the "Equipment") according to the terms of this Service Agreement, including the "Terms and Conditions and"Scope of Services" sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

Customer agrees to pay \$3,448.00 over the 1 year(s) of this Agreement, payable in the amount of \$862.00 Quarterly, not including tax, to Trane as the fee (the "Service Fee") for the inspection, maintenance and repair services described in the Scope of Services section hereof with respect to the Equipment. The Service Fee is subject to adjustment as provided in the Terms and Conditions.

Term

WWH OCT

The initial term of this Service Agreement shall be 1 year(s), effective ~~May 1~~, 2004, provided that Trane will have no obligation to Customer prior to approval of this Service Agreement in writing as provided below by an authorized representative of Trane.

SUBMITTED BY: Walt Herndon

TITLE: EBS Sales

DATE: October 7, 2004

CONTRACT ACCEPTANCE

Neil Vanant
Authorized Representative

Chairman
Nassau County Board of County Commissioners

Title

October 25, 2004

Acceptance Date

Attest:

Michael S. Mullin
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to form by the County Attorney:

Michael S. Mullin

TRANE ACCEPTANCE:

Walt Herndon
Authorized Representative

EBS Sales

Title

Acceptance Date

SCOPE OF SERVICES

SCHEDULED MAINTENANCE SERVICE PROGRAM

Routine maintenance inspections are performed throughout the year. The Schedule of Maintenance Form provides a summary of the schedules and types of inspections.

EMERGENCY SERVICE

Emergency service and repairs are available on a 24-hour-per-day basis and will be invoiced at the prevailing straight-time or overtime contract rate.

REPLACEMENT PARTS

Parts and materials shall be provided as authorized and invoiced extra to the contract price.

INSPECTIONS

This coverage includes one comprehensive annual inspection and 3 periodic maintenance inspections per year.

WRITTEN REPORTS

Written reports will be provided to the customer representative following each regular inspection or emergency call.

PREFERENTIAL SERVICE AND CONTRACT SERVICE RATE

This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies. This rate is subject to adjustment only at each annual anniversary.

Contract Service Rate: 19.00% discount off current published rate per hour straight time.

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and The Trane Company, a division of American Standard Inc.

1. **Term and Service Fee Adjustment.** The initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, this Agreement shall be deemed renewed on a year to year basis until terminated as provided herein. Trane reserves the right to renegotiate the Service Fee effective with each annual renewal of this Agreement upon forty-five (45) days written notice in advance of the scheduled expiration date. Automatically renewable agreements are cancelable by the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date. The Service Fee is based on performance during regular business hours.
 2. **Payment and Taxes.** Payment is due upon receipt of Trane's invoice. Except as may otherwise be provided in the "Service Fee" section, annual Service Fee amounts shall be paid in advance of performance of the Services. Interest of 1½% on unpaid balances may be charged by Trane. Without liability to Customer, Trane may discontinue services whenever payment is overdue. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due.
 3. **Termination.** This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Trane for any amounts for services provided by Trane and not then paid.
 4. **Acceptance.** This Agreement is subject to Customer acceptance in writing delivered to Trane within thirty (30) days from the date hereof.
 5. **Performance.** Trane shall perform the services described in the "Scope of Services" and "Service Program" sections of this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform under this Agreement and the Service Fee are subject to the approval of Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay or suspend performance or, at its option, renegotiate Service Fees, and/or terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this Agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. If initial or seasonal startup is included in the services, or an inspection by Trane prior to commencement of the services, indicates repairs are required, Trane will provide a quotation for such repairs. If Customer does not authorize such repairs, Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Fee accordingly, or at Trane's option, cancel this Agreement. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and shall in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Trane reserves the right to remove such items at its discretion.
 6. **Customer Obligations.** Customer shall:
 - a. Provide Trane reasonable and safe access to all Equipment;
 - b. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work; and
 - c. Unless water treatment is expressly included in Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.
 7. **Exclusions.** Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:
 - a. Any guarantee of room conditions or system performance;
 - b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment and interconnecting power wiring; recording or portable instruments, gauges or thermometers; any pipe covering or insulation containing asbestos, or non-maintainable parts of the system such as unit cabinets, shells, ductwork, electrical wiring, hydronic piping, structural supports, boiler refractory material and shells, storage tanks and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;
 - c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
 - d. Any damage or malfunction resulting from freezing, contamination, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this agreement;
 - e. Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
 - f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
 - g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
 - h. The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
 - i. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; and
 - j. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement.
8. **Warranties.** (a) Trane manufactured material supplied is warranted to be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
 9. **Indemnity and Liability.** Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. **NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS.**
 10. **Asbestos and Hazardous Materials.** Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.
 11. **Insurance.** Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.
 12. **Force Majeure.** Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Trane and which by the exercise of due diligence Trane could not reasonably have been expected to avoid and which it has been unable to overcome. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Trane. If Trane is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to Customer and Trane's obligations shall be suspended until removal of the Event of Force Majeure.
 13. **Services Other Than Solely Scheduled Service.** If Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Trane being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Trane, unless approved by Trane in writing, may, at Trane's option, terminate Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Trane of any unusual performance of Equipment; (ii) permit only Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.
 14. **General.** This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

15. Equal Employment Opportunity/Affirmative Action Clause. Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section

793 and the applicable regulations contained in 41 C.F. R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

Agenda Request For: OCTOBER 25, 2004

Department: BUILDING MAINTENANCE

Background: This is a yearly maintenance contract with TRANE for inspection, maintenance, and repair of the AC Chillers at the Judicial Annex facility in the amount of \$3,448, payable in the amount of \$862 quarterly.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: No

Action requested and recommendation: Request approval of the Service Agreement.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Funding Source: 01189712-534000 (Other Contractual Services)

Reviewed by:

Department Head

Daniel Salmon

Legal

[Signature]

Finance

~~Administrator~~

Greg Vanzant

Grants

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funds available City Lic 10/18/04

Reviewed by:

Department Head

Daniel Salomon

Legal

Finance

[Signature]

Administrator

Grants

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BOARD OF COMMISSIONERS
YEAR-TO-DATE BUDGET REPORT

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FOR 2005 99

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
01188519 552640 EQUIPMENT <\$750	0	0	0	.00	.00	.00	.0%
01188519 562000 BUILDINGS	0	0	0	.00	.00	.00	.0%
TOTAL MAINTENANCE-191 NASSAU PLACE	140,429	0	140,429	.00	.00	140,429.00	.0%
01189712 MAINT - COUNTY COMPLEX							
01189712 531000 PROFESSIONAL SERVICES	0	0	0	.00	.00	.00	.0%
01189712 534000 OTHER CONTRACTUAL SERVICES	29,628	0	29,628	372.00	.00	29,256.00	1.3%
01189712 541000 COMMUNICATIONS AND FREIGHT	0	0	0	.00	.00	.00	.0%
01189712 541040 COMMUNICATIONS-COMPUTER	0	0	0	.00	.00	.00	.0%
01189712 543000 UTILITY SERVICES	216,000	0	216,000	16,733.77	.00	199,266.23	7.7%
01189712 543003 WASTE DISPOSAL SERVICES	10,000	0	10,000	.00	.00	10,000.00	.0%
01189712 544000 RENTALS AND LEASES	0	0	0	300.00	.00	-300.00	100.0%
01189712 544030 RENTAL/LEASES-WATER COOLER	400	0	400	1.00	.00	399.00	.3%
01189712 545000 INSURANCE	60,000	0	60,000	.00	.00	60,000.00	.0%
01189712 546000 REPAIRS AND MAINTENANCE SV	25,000	0	25,000	.00	.00	25,000.00	.0%
01189712 546010 R & M - IRRIGATION	1,500	0	1,500	.00	.00	1,500.00	.0%
01189712 546050 REPAIR & MAINT-EQUIPMENT	2,500	0	2,500	.00	.00	2,500.00	.0%
01189712 546710 GROUNDS UPKEEP	4,000	0	4,000	.00	.00	4,000.00	.0%
01189712 549000 OTHER CURRENT CHARGES & OB	1,000	0	1,000	.00	.00	1,000.00	.0%
01189712 552000 MISC OPERATING SUPPLIES	3,000	0	3,000	.00	.00	3,000.00	.0%
01189712 552020 GAS, OIL & LUBRICANTS	1,000	0	1,000	.00	.00	1,000.00	.0%
01189712 552030 JANITORIAL SUPPLIES	15,000	0	15,000	.00	1,500.00	13,500.00	10.0%
01189712 552040 TOOLS & SMALL IMPLEMENTS	0	0	0	.00	.00	.00	.0%
01189712 552640 EQUIPMENT <\$750	1,684	0	1,684	.00	.00	1,684.00	.0%
01189712 564001 EQUIP \$5000 OR GREATER	0	0	0	.00	.00	.00	.0%
01189712 564002 EQUIP \$50,000 OR GREATER	0	0	0	.00	.00	.00	.0%
TOTAL MAINT - COUNTY COMPLEX	370,712	0	370,712	17,406.77	1,500.00	351,805.23	5.1%
01191519 MAINTENANCE - ADMIN							
01191519 512000 REGULAR SALARIES AND WAGES	562,754	0	562,754	2,109.50	.00	560,644.50	.4%
01191519 512002 SALARIES - ON CALL	4,950	0	4,950	92.00	.00	4,858.00	1.9%
01191519 513000 OTHER SALARIES/WAGES(NO RE	0	0	0	.00	.00	.00	.0%
01191519 514000 OVERTIME	10,000	0	10,000	76.94	.00	9,923.06	.8%
01191519 515000 SPECIAL PAY (NO RETIREMENT	0	0	0	.00	.00	.00	.0%
01191519 521010 FICA TAXES	35,818	0	35,818	138.76	.00	35,679.24	.4%
01191519 521020 MEDICARE TAXES	8,377	0	8,377	32.44	.00	8,344.56	.4%
01191519 522000 RETIREMENT	46,715	0	46,715	168.39	.00	46,546.61	.4%

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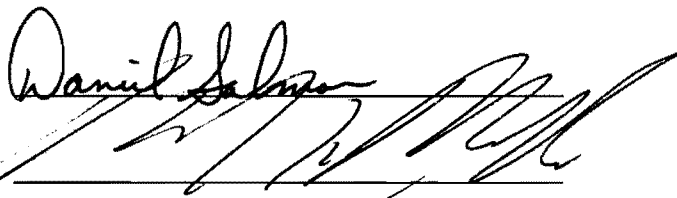
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Funding Source: 01189712-534000 (Other Contractual Services)

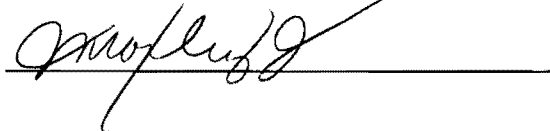
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