



Scope of Service Scheduled Service Agreement

Scheduled maintenance inspections are performed at various times throughout the year. The Equipment List indicates the planned inspection month. Tasking Sheets provide an overview of the maintenance to be performed.

Inspections

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

Maintenance Parts and Materials

Parts and materials shall be provided to complete scheduled maintenance tasks.

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.

Written Reports

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

Preferential Service Agreement Rate

This contract includes preferred service status. For work outside the scope of service, a discount of 13 % from Trane's Market Rate at the time service is performed applies.

EQUIPMENT COVERAGE

Trane
Agrees to provide service for

Nassau County Courthouse
24100 William Burgess Blvd.
Yulee, FL 32097 USA
ATTENTION: Bill Howard

The following equipment will be serviced:

Equipment	Manufacturer	Model Number	Serial Number
A/C Chiller	Trane	RTAC200	U03E09428
A/C Chiller	Trane	RTAC200	U03E09429

Except as otherwise expressly provided, this Service Agreement applies only to the equipment listed above.

Pricing and Acceptance

Bill Howard
Nassau County Courthouse
24100 WILLIAM BURGESS BLVD.
YULEE, FL 32097 USA

Trane Service Agreement

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

Service Fee

Customer agrees to pay \$3620.00 for each year(s) over 1 year(s), payable at \$905.00 per Quarterly, plus tax, to Trane as the fee (the "Service Fee") for the inspection, maintenance and/or repair services described in the Scope of Service and Service Program sections hereof with respect to the Equipment. The Service Fee is subject to adjustment as provided herein.

Term

The initial term of this Service Agreement shall be 1 year(s), effective November 1, 2005, provided that Trane will have no obligation to Customer prior to approval of this Service Agreement in writing as provided below, by and authorized representative of Trane.

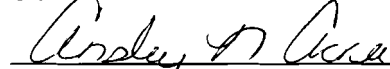
This agreement is subject to the attached Trane Terms and Conditions.

SUBMITTED BY: Walt Herndon

Proposal Date: July 26, 2005


Account Manager

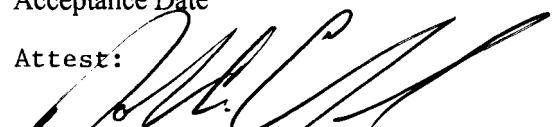
CUSTOMER ACCEPTANCE


Authorized Representative
Ansley N. Acree, Chairman
Nassau County Board of County Commisisoners

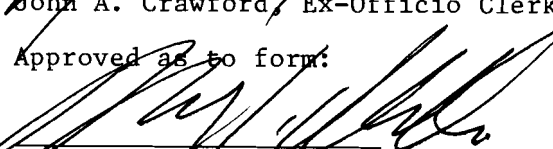
Title

September 14, 2005
Acceptance Date

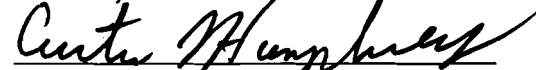
Attest:


John A. Crawford, Ex-Officio Clerk

Approved as to form:


Michael S. Mullin, County Attorney

TRANE, a division of American Standard Inc.


Authorized Representative
Curtis J. Humphrey

District Manager
Title

September 28, 2005
Signature Date

TRANE HELI-ROTOR CHILLERS, A-C
COMPREHENSIVE ANNUAL INSPECTION SERVICE
ROT-310

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.

1. General Assembly

- a) Inspect for leaks and report leak check result.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate the refrigerant loss rate and report the results to the customer.
- d) Check the condenser fans for clearances and free operation.
- e) Check tightness of condenser fan motor mounting brackets.
- f) Check the set screws on the fan shafts.
- g) Visually inspect the condenser coil for cleanliness.
- h) Verify the performance of the fan control inverter VFD, if applicable.
- i) Grease bearings as required.

2. Controls and Safeties

- a) Inspect the control panel for cleanliness.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- d) Test oil pressure safety device (as required). Calibrate and record setting.
- e) Test the operation of the chilled water pump starter auxiliary contacts.

3. Lubrication System

- a) Pull oil sample for spectroscopic analysis.
- b) Test oil for acid content and discoloration.
- c) Make recommendations to the customer based on the results of the test.
- d) Verify the operation of the oil heaters.

4. Motor and Starter

- a) Clean the starter cabinet and starter components.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the condition of the contacts for wear and pitting.
- d) Check contactors for free and smooth operation.
- e) Check all mechanical linkages for wear, security and clearances.
- f) Verify tightness of the motor terminal connections.
- g) Meg the motor and record readings.
- h) Verify the operation of the electrical interlocks.
- i) Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

MID-SEASON RUNNING INSPECTION
ROT-330

1. Check the general operation of the unit.
2. Log the operating temperatures, pressures, voltages, and amperages.
3. Check the operation of the control circuit.
4. Check the operation of the lubrication system.
5. Check the operation of the motor and starter.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

CONDENSER CLEANING
AIR-COOLED CONDENSERS (110-200 Tons)
CDS-220C

1. Clean air-cooled condenser annually

Trane Terms and Conditions (Service)

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

1. **Acceptance.** A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Trane will in any event constitute an acceptance by Customer of these terms and conditions.
2. **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 automatically renewed on the basis stated above, 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. This Agreement may be cancelled upon 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; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Trane the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.
3. **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. A service charge 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.
4. **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.
5. **Performance.** Trane shall perform the services described in 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. In no event shall Trane have any obligation to replace Equipment that is no longer maintainable. 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 on or at 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.
5. **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.** 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, including, but not limited to, 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,

- j. safety tests, or removal or reinstallation of valve bodies and dampers;
 - k. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
 - l. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi; and
 - m. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.
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 WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.
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 (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.
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.** To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Wisconsin. 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.

1-26.130-7 (0205)
Supersedes 1-26.130-7 (0904)

Trane Terms and Conditions (In Warranty Support Agreement)

For services performed in the United States, "Trane" shall mean Trane, a division of American Standard Inc. For services performed in Canada, "Trane" shall mean WABCO Standard Trane Co., except where the context provides otherwise.

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.

9. **Customer Obligations.** Customer shall: