

RESOLUTION NO. 2011 - 273

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD A SERVICE AGREEMENT TO CARRIER COMMERCIAL SERVICE.

RECITALS

WHEREAS, the County desires to enter into a contract with Carrier Commercial Service for the maintenance services for the HVAC systems at the Permit Center and Tax Collector's Office Buildings and;

WHEREAS, the scope of the project shall consist of performing maintenance services at the Permit Center and Tax Collector's Office Buildings on a regular basis; and

WHEREAS, because Carrier is the OEM of the HVAC Systems in these buildings, it is in the best interest of the County for Carrier to perform the maintenance services, and it is recommended to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project was budgeted for and is being funded by the SJC Building Operations Department and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award the Service Agreement to Carrier Commercial Service.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Carrier Commercial Service on behalf of the County for the as needed performance of maintenance services of the HVAC Systems at the SJC Permit Center and Tax Collector's Office Buildings.

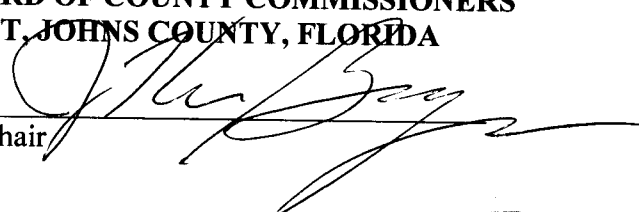
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

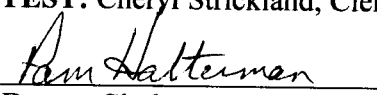
Chair



ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk



RENDITION DATE 9/22/11



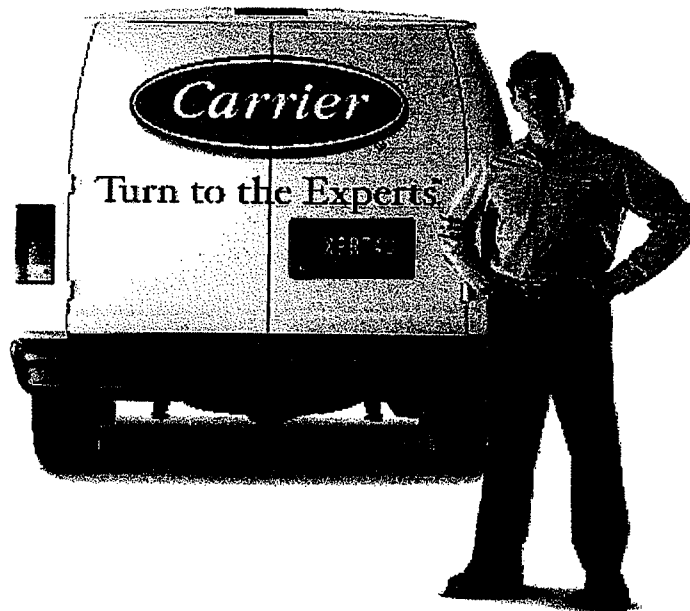
CARRIER COMMERCIAL SERVICE MAINTENANCE AGREEMENT

This **SERVICE AGREEMENT** entered into by and between:

ST. JOHNS COUNTY BUILDING OPERATIONS
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FL 32084

For Service at:
PERMIT AND TAX COLLECTOR
4030 and 4040 Lewis Speedway
St. Augustine FL 32084

Proposal Date:
7/14/2011



This SERVICE AGREEMENT shall be administered by Carrier Commercial Service presently located at:

8691 Western Way, Suite 2
Jacksonville, FL 32256
904-256-3100

EQUIPMENT/CONTROLS DEVICE SERVICED

See "Equipment/Controls Device List" section for a list of equipment included in this service agreement.

AGREEMENT PRICE

The AGREEMENT PRICE shall be \$ 109,175 covering a term of 5 year(s) per the below pricing schedule.

Pricing Schedule

	Annual price		Payment Option 1 Quarterly Payment	or	Payment Option 2 Discount if paid annually		Payment Option 3 Discount if paid in full up front
Year 1	\$ 21,835	=	\$ 5,459	or	\$ 20,743	Equates to:	\$ 20,743
Year 2	\$ 21,835	=	\$ 5,459	or	\$ 20,743	Equates to:	\$ 19,433
Year 3	\$ 21,835	=	\$ 5,459	or	\$ 20,743	Equates to:	\$ 18,123
Year 4	\$ 21,835	=	\$ 5,459	or	\$ 20,743	Equates to:	\$ 17,686
Year 5	\$ 21,835	=	\$ 5,459	or	\$ 20,743	Equates to:	\$ 16,813
Total Price	\$ 109,175				\$ 103,716		\$ 92,799
Savings Recognized w/Prepay Option 2					\$ 5,459		
Savings Recognized w/Prepay Option 3							\$ 16,376

PAYMENT OPTION CHOSEN: OPTION # _____ INITIAL OPTION CHOSEN _____

AGREEMENT TERM

This AGREEMENT shall become effective 10/01/11 and continue for 5 year term, ~~and from year to year thereafter~~ *ATS*
Either party may terminate this AGREEMENT according to the Early Termination Schedule, if any, or at any time by giving the other party at least thirty (30) days prior written notice. The contract amount as discussed in the AGREEMENT PRICE portion of this contract can be escalated due to operational increases as deemed necessary by CARRIER. No increases will become effective without prior notification to CUSTOMER in writing and approval by the CUSTOMER. If these increases are not approved by the CUSTOMER, CARRIER reserves the option to cancel this AGREEMENT with 30 days written notice.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a CARRIER representative in the CARRIER Approval blocks below. The undersigned acknowledges and agrees by its signature that the General Provisions, Scope of Service, and any amendment or addenda prepared by CARRIER with respect thereto constitutes the entire AGREEMENT. No agent of CARRIER or employee shall have authority to alter or waive any General Provision unless written approval is obtained from CARRIER headquarters.

Execution by Authorized Representatives:

SUBMITTED BY: DAMON THOMAS

DATE: 7/14/11

CUSTOMER ACCEPTANCE:

CARRIER APPROVAL:
COMMERCIAL SERVICES
DIVISION OF CARRIER CORPORATION

Customer Company Name _____

Customer Acceptance (Printed) _____

Carrier Approval (Printed) _____

Title _____

Title _____

Customer Acceptance (signature) _____ Date _____

Carrier Approval (Signature) _____ Date _____

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.

2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. **DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.

7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. This warranty is given in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) – Customer shall:**

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. **EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. **PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to

Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal property of Carrier. No device, hardware, software, real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. **LIMITATION OF LIABILITY-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier's negligent acts or omissions directly contributed to such injury or property damage. Carrier's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

15. **CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

16. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

17. **CARRIER TERMINATION** – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

18. **CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

19. **GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

20. **HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

21. **WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

22. **SUPERSEDE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

23. **CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

24. **FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SCOPE OF SERVICE

ROUTINE OPERATING INSPECTION(S)

Each Routine Operating Inspection is to consist of the task-actions listed herein for each equipment type and to be performed at the frequency listed.

ANNUAL PREVENTIVE MAINTENANCE

Each Annual Preventive Maintenance is to consist of pre-scheduled recurring preventive maintenance actions which are to be performed on a yearly interval determined by equipment operating hours that may be recommended by each equipment manufacturer. These annual tasks are designed to prepare the equipment for prime operating condition so that the equipment will operate effectively, reliably, and efficiently during the peak demand months.

PARTS AND MATERIAL INCLUDED IN CONTRACT

Description	Y/N
Oil Filters	Y
Refrigerant filters	Y
Oil up to 5 gallons annual	Y
Water Treatment	Y

<u>Equipment List</u>	<u>Qty</u>
Air Cooled Chillers	3
CARRIER AIR COOLED CHILLER 30RBA-080	2
CARRIER AIR COOLED CHILLER 30RBA-100	1

FULL MAINTENANCE

Carrier will provide all inclusive service and repair on equipment selected as "Repair Service" option on the attached equipment task list's (Exhibit B).

If a piece of equipment is deemed as no longer maintainable, this piece of equipment will be removed from the maintenance agreement until equipment is either replaced or repaired. Carrier is not responsible for the following exclusions:

EXCLUSIONS

Equipment damaged by other, acts of God, nature, improper power supply
Vessels, ~~and~~ side tubes, coils, ductwork, electrical supply to equipment

Exhibit "B"

Task and Actions

Item: **Air Cooled Chiller**

Quantity: 3

Frequency: 1

Standard Task and Actions

Annual Maintenance

REPORT TO CUSTOMER UPON ARRIVAL
 TEST OIL FOR ACID AND MOISTURE
 REPLACE PRIMARY COMPRESSOR OIL FILTER
 REPLACE DRIER CORES (W/A)
 SERVICE STARTER OR VFD
 INSPECT RELIEF VALVE SEATS (W/A)
 MEGGOR COMPRESSOR MOTOR
 LEAK CHECK WITHOUT INSULATION REMOVAL
 PERFORMANCE TEST COMPRESSORS
 REPLACE MEMORY BACKUP BATTERY (W/A)
 TEST ALL ACCESSIBLE SAFETIES & CONTROLS
 CHECK GENERAL MACHINE OPERATION
 CHECK TRANSDUCER/THERMISTOR CALIBRATION
 START CHILLER IF SYSTEM IS OPERATIONAL
 PERFORM OPERATIONAL INSPECTION
 CLEAN UP WORK STATION
 REPORT TO CUST, ADVISE & OBTAIN SIGNATURE

Frequency: 3

Standard Task and Actions

Routine Operating Inspection

REPORT TO CUSTOMER UPON ARRIVAL
 CHECK GENERAL MACHINE OPERATION
 LOG CHILLER & CALCULATE APPROACHES & LTD'S
 INSPECT CONDENSER COIL CONDITION
 CHECK REFRIGERANT CHARGE
 RECORD OIL LEVEL, TEMPERATURE & PRESSURE
 LOG OIL FILTER DELTA P
 CHECK GAUGES / INDICATOR LIGHTS
 LOG COMPRESSOR & OIL PUMP MOTOR CURRENTS
 LEAK CHECK WITHOUT INSULATION REMOVAL
 LUBRICATE EQUIPMENT AS NEEDED
 MAKE OPERATION/CONTROL ADJUSTMENTS A/R
 CLEAN UP WORK STATION
 REPORT TO CUST, ADVISE & OBTAIN SIGNATURE

Options

<u>Task and Actions</u>	<u>Y/N</u>	<u>Freq.</u>
REFRIGERANT SAMPLE & ANALYSIS	Y	1
WATER SAMPLE & ANALYSIS	Y	1
CHANGE COMPRESSOR OIL & OIL FILTERS	Y	1
WASH CONDENSER COILS	Y	2
LEAK CHECK ON OPERATIONAL INSPECTIONS	Y	4
REPAIR SERVICE	Y	A/R
WATER TREATMENT OF CLOSED LOOP SYSTEMS	Y	A/R

Environmental, Health and Safety

CARRIER is committed to conducting its operations in compliance with all environmental regulations and to providing a safe and healthful workplace for all of its employees. Our environmental, health and safety goals include preventing incidents that harm the environment, accidental injury to our employees and visitors, and/or exposure to harmful chemical or physical agents. Our goals also include the elimination of accidents that cause property loss, environmental damage, or result in the interruption to our business. To achieve these goals, environmental and safety rules and procedures will be enforced equally with production, quality, cost and ethical standards. Our objective is to provide quality products and services while actively conserving our human and natural resources. CARRIER firmly believes that all accidents and undesirable environmental incidents are preventable. Furthermore, every job can, and will, be done safely and in an environmentally-sound manner. Realization of these goals and objectives will demand maximum effort from every employee.

CARRIER's EH&S GOALS:

- A. Create and maintain "Safety Awareness". Safety is everyone's responsibility, therefore make safety an integral part of every service job.
- B. Strive to maintain a hazard-free work environment by requiring everyone to provide special attention to the equipment, processes and procedures utilized in the performance of our work.
- C. Provide for the safeguarding of our employees while improving the effectiveness of our quality assurance and customer satisfaction programs.
- D. Ensure compliance with applicable standards, regulations and codes established by local, state and federal agencies (re:OSHA).
- E. Utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.
- F. Significant reduction in lost-time injuries, reportable accidents with the long range goal of no lost-time injuries and no recordable accidents.
- G. Active participation by all CARRIER employees in applicable aspects of the safety program.
- H. Provide CARRIER service operations with effective training based on both OSHA and CARRIER Safety Standards in the recognition, evaluation and control of hazards and dangerous work procedures and performances.
- I. Establish safety kits to provide proper personal protective equipment for the assigned tasks.
- J. Establishment of procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, methods for accounting for employees in natural disasters.
- K. Achieve and ensure the implementation of the safety program with the performance of safety, health and record-keeping audits by representatives of CARRIER's Safety Committee, and if necessary, enforcement through an accepted, written, adequately communicated disciplinary program.
- L. Baseline' plot of equipment under current standard conditions.