

RESOLUTION NO. 2021 - 137

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD MISC. 21-71 ENHANCE HVAC MAINTENANCE AGREEMENT TO CARRIER CORPORATION, AND TO EXECUTE THE PROPOSED AGREEMENT.

RECITALS

WHEREAS, the County desires to enter into a Enhance HVAC maintenance agreement with Carrier Corporation (Carrier) for the two (2) new chillers at the SJC Courthouse for the Building Operations Department; and

WHEREAS, the HVAC maintenance agreement is for one (1) consecutive calendar year to cover an annual preventive maintenance, three (3) quarterly operating inspections and one (1) vibration analysis for each chiller; and

WHEREAS, the proposed HVAC maintenance agreement is renewable yearly for as long as the chillers are in use at the SJC Courthouse; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed HVAC maintenance agreement (attached hereto, an incorporated herein) and finds that entering into the license agreement to complete the work services serves a public purpose.

WHEREAS, the project will be funded by the SJC Building Operations Department.

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 Misc. 21-71 Enhance HVAC Maintenance Agreement to Carrier Corporation.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the services as specifically provided in Misc. 21-71 Enhance HVAC Maintenance Agreement.

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 6 day of April, 2021.

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

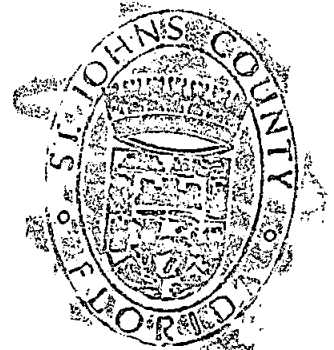
By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

**ATTEST: ST JOHNS COUNTY, FL CLERK OF
CIRCUIT COURT & COMPTROLLER -**

Brandon J. Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/8/21





Carrier® Commercial Service HVAC Maintenance Plan

Enhance



Prepared For:

ST. JOHNS COUNTY (FLA)

For Service At:

ST. JOHNS COUNTY (FLA)
4040 Lewis Speedway
Saint Augustine, FL 32084-8637

February 25, 2021



Over 100 years of innovation

carrier.com/service

Quote #00580340
ST. JOHNS COUNTY (FLA)



Carrier® Commercial Service Proposed Maintenance Plan

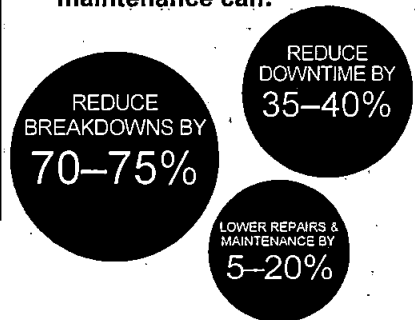
Karapcik,

Thank you for considering Carrier for your mechanical HVAC service. As a leading expert in the industry, we have carefully considered your unique needs in putting together this proposal. The specific details of this plan will be outlined in the following pages of this packet, but here is a summary for your convenience.

Service Plan Level:	Carrier Enhance
Agreement Term:	March 01,2021 through February 28,2022
Location Address:	4040 Lewis Speedway, Saint Augustine, FL 32084-8637
Equipment Summary:	
Type	Quantity
Packaged Unit	2

Impact

Research has shown regular maintenance can:



Source FEMP O&M Guide -- July 2004

Benefits

Safeguarding your equipment by choosing Carrier brings the security of having forged a true partnership with the HVAC industry's foremost servicing and technology leader. We have access to the most advanced technical service tools and engineering resources. By partnering with us we are confident you can experience many benefits such as:

- *Prolonged equipment life*
- *Maximum energy savings*
- *Increased comfort*
- *Lower operating costs*

If you require any additional information about the scope of work and details contained in this proposal, please do not hesitate to contact me. Again, Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Terry Nettles



Quote #00580340
ST. JOHNS COUNTY (FLA) - MAINTENANCE PLAN



Your Carrier® Team

We are pleased to provide you with a first-class team dedicated to meeting your scheduled and unscheduled service needs. Here is an introduction to the Carrier® team that will be serving you:

Name	Title	Email
Terry Nettles	Operations Supervisor	terry.nettles@carrier.com

Our Commitment to You

Carrier Commercial Service commits to providing you the best service in the industry. Here are just a few of the ways we strive to earn the title of expert.

24/7 Support – We know your equipment has no predictable timetable. That is why we have teams of experts standing by to assist you at any hour of the day or night.

Certified Technicians – Our technicians are certified as Carrier Specialists or Masters – through our progressive Tech360 Certification Program – and thoroughly tested to our exacting standards.

Systems Expertise – At Carrier, we don't just change filters – we provide a complete spectrum of services to meet your diverse HVAC needs. Scheduled maintenance, emergency repairs, remote diagnostics and analytics, equipment replacement and modernization are just a few of the services we can provide. As the servicing entity of Carrier, we have access to the latest engineering advancements and the most advanced technical servicing tools.

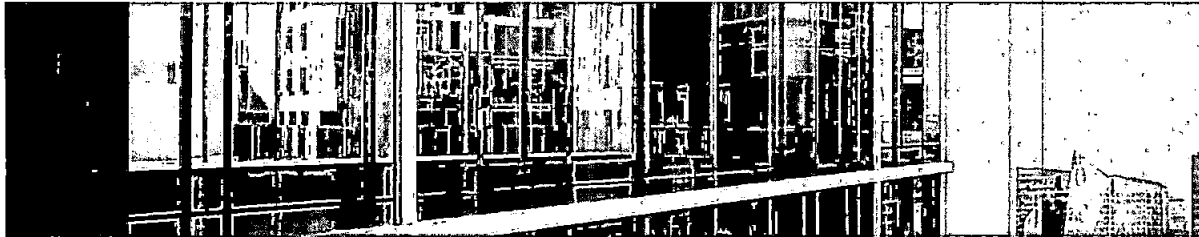
Standard Work Procedures – Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, and no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices

Environmental Health and Safety (EH&S) – We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translates to safety on your job site.



24/7 SUPPORT & SERVICE
1-800-379-6484
WWW.CARRIER.COM/COMMERCIAL

Quote #00580340
ST JOHNS COUNTY (FLA) – MAINTENANCE PLAN



Equipment Summary

The following equipment is covered in the Carrier Enhance HVAC maintenance plan.

DESCRIPTION	MFR.	MODEL	SERIAL NUMBER	LOCATION
Packaged Equipment; >50 tons	Carrier	30XWB2506--MGSWB	4420Q26827	
Packaged Equipment; >50 tons	Carrier	30XWB2506--MGSWB	4420Q26831	



General Services Included

Operating Inspection

An Operating Inspection shall include specific tasks and recommended frequencies for each equipment type. Each inspection will be used to ensure a consistent and thorough review of the covered equipment. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Operating Inspection tasks/actions as indicated in the Service Agreement.

Annual Preventive Maintenance (PM)

Annual Preventive Maintenance is defined as pre-scheduled recurring preventive maintenance actions, which is to be performed once a year or as recommended by the equipment manufacturer. This annual maintenance is designed to maintain the machine at factory standards and prepare the equipment for effective, reliable and efficient operation. Items such as gaskets, filters, o-rings, oil, lubricants and materials (refrigerant is a separate item herein) are included on an as required basis to perform the Annual Preventive Maintenance tasks/actions indicated in the Service Agreement.

Vibration Analysis

If applicable, vibration Analysis will be performed on the mechanical equipment as indicated on the Service Agreement for early detection of potential problems.

- A. 'Baseline' plot of equipment under current standard conditions.
- B. Future measurements to be compared to the 'Baseline' measurements.
- C. The amount of any vibration by measuring displacement and peak velocity.

Diagnosis of the cause of excessive vibration, and possible corrective measures

Carrier will provide the following report information

- A. Initial condition found
- B. Vibration Analysis procedure used
- C. Hard copy of data charts, severity charts and any signature (baseline) comparisons
- D. Interpretation of all data readings

Recommendations for any corrective action(s). If recommendations are within the Scope of Service herein then Carrier will schedule and complete such action(s).

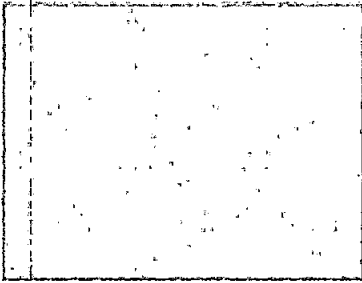


Detailed Description of Work

In this section, detailed action items for each piece of equipment are presented. All work is done according to manufacturers' recommendations and with the utmost attention to detail.

30XWB2506--MGSWB

Quantity	1
S/N	4420Q26827
Location	
Description	Packaged Equipment; >50 tons



	Frequency of services
	<u>Yr1</u>
Annual PM	1
Operating Inspection	3
Vibration Analysis	1

Annual PM

- Per Manufacturer Recommendations

Operating Inspection

- Report to customer upon arrival
- Check general operating condition
- Log operational parameters
- Lubricate equipment as needed
- Clean up work station

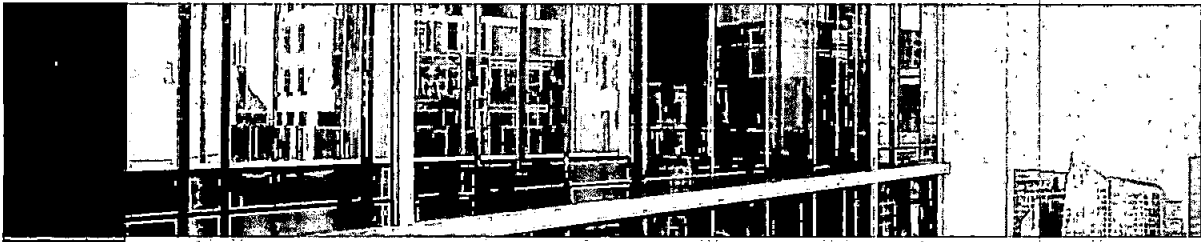
Vibration Analysis:

**Will be performed on both machines
On a yearly basis.**

- Report to customer upon departure and obtain signature

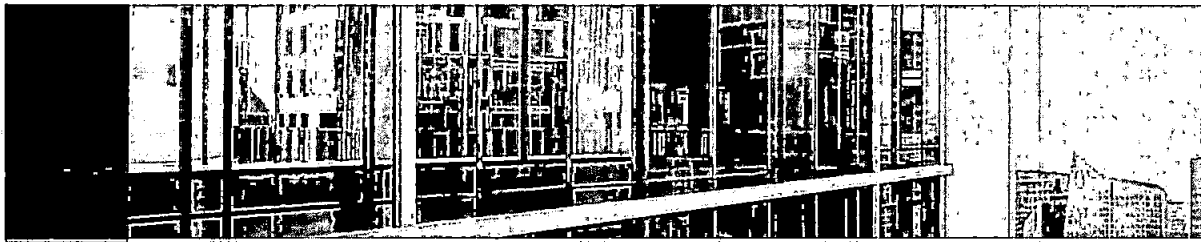
Water Treatment for the condenser loop is included on a yearly basis with this contract.

ST JOHNS COUNTY (FLA) - MAINTENANCE PLAN
 Quote #00580340



Detailed Description of Work

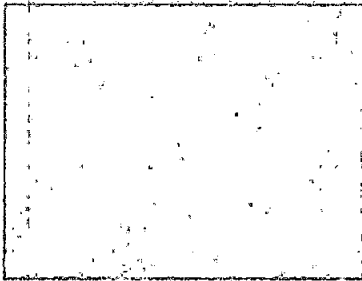
Quote #00580340
ST JOHNS COUNTY (FLA) - MAINTENANCE PLAN



Detailed Description of Work

30XWB2506--MGSWB

Quantity	1
S/N	4420Q26831
Location	
Description	Packaged Equipment; >50 tons



	Frequency of services <u>Yr1</u>
Annual PM	1
Operating Inspection	3
Vibration Analysis	1

Annual PM

- Per Manufacturer Recommendations

Operating Inspection

- Report to customer upon arrival
- Check general operating condition
- Log operational parameters
- Brush condenser tubes only
- Clean interior of control panel
- Clean exterior of machine
- Check all heat exchangers for leaks/cracks
- Check oil levels
- Lubricate equipment as needed
- Clean up work station
- Report to customer upon departure and obtain signature
-
-

Vibration Analysis



Carrier® Service Agreement

Allen Karapcik
ST JOHNS COUNTY (FLA)
4040 Lewis Speedway
Saint Augustine, FL 32084-8637

Quote #: 00580340
Submitted By: Terry Nettles
Date: 02/25/2021

Service Plan

Carrier Enhance as defined in General Services section.

Agreement Term

This Agreement shall become effective upon **03/01/2021** and shall continue for a **One (1) year** term. The Agreement shall automatically renew at each contract anniversary (see Agreement Renewal). Either party may terminate this agreement as outlined in the Terms and Conditions.

Agreement Price

Total agreement price is for One (1) year(s), payable on quarterly schedule.

Agreement price per quarter: **\$3,996.25**

Agreement price in year one: **\$15,985.00**

Total agreement price: **\$15,985.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc.

Acceptance and Approval

This contract will become binding upon signature by Customer and signature by a Carrier representative. The undersigned acknowledges and agrees by its signature that the Scope of Service, and any amendment or addenda prepared by Carrier with respect thereto, constitutes the entire Agreement.

Customer Acceptance (typed/printed name)

Carrier Acceptance (typed/printed name)

Title

Title

Customer Acceptance (signature)

Carrier Acceptance (signature)

Date

Date

ST JOHNS COUNTY (FLA) - MAINTENANCE PLAN
Quote #00580340



Agreement Renewal

The Agreement shall automatically renew at each contract anniversary for an additional like term (a renewal term). The Agreement Price for the first year of the initial renewal term will be adjusted to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the final year of the original term of the Agreement and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the final year of the original term of the Agreement. The Agreement Price will be adjusted annually thereafter to reflect the percent increase shown by the index of the Producer Price Index for Metals and Metal products published by the U.S. Department of Labor, Bureau of Statistics for the adjustment month compared with the index for the same month of the previous year, and the percent increase to Carrier straight-time hourly labor rates contained in the applicable Carrier collective bargaining agreement compared with the straight-time hourly labor rates for the same month of the previous year.



Carrier® Terms and Conditions

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, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. **EXTRAS** - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, 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, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. **DELAYS** - Carrier shall not be liable for delays 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 (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

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 transferrable manufacturer warranties 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 but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. **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.

10. 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.

11. 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.

12. 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 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.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sublicense to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source



Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - 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.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. 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.

20. 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 thirty (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.

21. 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.

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

23. 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 government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. 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.

25. 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.

26. SUPERSEDURE, 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. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER OR OF CUSTOMER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF THE OTHER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OR CUSTOMER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF THE OTHER PARTY'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY EITHER PARTY IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON THE OTHER PARTY, AND EACH PARTY RESPECTIVELY HEREBY EXPRESSLY OBJECTS THERETO.



27. **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.

28. **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.

29. **INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. **DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party

will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. Neither party receives personal data under this Agreement for monetary or other valuable consideration.

31. **FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Over 100 years of innovation
carrier.com/service

ST JOHNS COUNTY (FLA) - MAINTENANCE PLAN
Quote #00580340

RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the Carrier Commercial Service HVAC Maintenance Plan between St. Johns County, FL ("County") and Carrier Corp. ("Carrier") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Carrier Commercial Service HVAC Maintenance Plan, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
 - A. The County shall compensate Carrier an annual amount of fifteen thousand nine hundred five dollars (\$15,985.00), which shall be paid in advance each year, for services to be provided in accordance with the mutually agreed to Carrier Commercial Service HVAC Maintenance Plan and this Rider 1. The maximum amount available as compensation to Carrier under this Agreement shall not exceed fifteen thousand nine hundred five dollars (\$15,985.00) for the year which shall be the amount budgeted by the St. Johns County Building Operations Department for services delivered in accordance with the Contract Documents.
 - B. It is strictly understood that Carrier is not entitled to the above-referenced amount of compensation. Rather, Carrier compensation shall be based upon Carrier providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.
 - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit an Order Form for the purchase of any products or services from Carrier unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that Carrier cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that Carrier needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then Carrier shall be responsible for securing, obtaining/acquiring, and maintaining, at Carrier sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Contractor Relationship.

Carrier is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to Carrier sole direction, supervision, and control.

Carrier shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Carrier relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. Carrier does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Amendments to this Contract Agreement.

Both the County and Carrier acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and Carrier acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and Carrier.
7. Duration & Renewal.

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of one (1) calendar years, and may automatically renew at the contract anniversary, in one (1) year periods, upon satisfactory performance by Carrier, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that Carrier has satisfactorily performed the Services noted in the Contract Documents.

8. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Carrier performance under this Agreement constitutes an act on behalf of the County, Carrier shall provide access to all public records made or received by Carrier in conjunction with this Agreement. Specifically, if Carrier is expressly authorized, and acts on behalf of the County under this Agreement, Carrier shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Carrier sole cost and expense, all public records in the possession of Carrier upon termination of this Agreement. Carrier shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Carrier to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Carrier shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Carrier possession and shall promptly provide the County a copy of Carrier response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least ninety (90) calendar days advance written notice to Carrier of such termination without cause. This Agreement may be terminated by the County with cause provided that Carrier does not cure such deficiency within thirty (30) days of written notice by County of Carrier breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure

- A. Should Carrier fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to Carrier, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by Carrier to cure the default, or take acceptable corrective action within the

timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. It is expressly noted that, should the County issue more than one notice of default to Carrier during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Carrier shall be paid for Services authorized and due under this Agreement signed between the parties. The Quote Form is provided on an annual basis. If the County terminates because of a Carrier breach, Carrier will refund any unused and prepaid fees. If the County terminates without cause, Carrier will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, Carrier shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. This not a works for hire arrangement. Customer is not receiving any work product from Carrier.
 - 4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

Carrier represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by Carrier, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in Carrier key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. Carrier warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. Carrier is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, Carrier shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

13. Insurance.

Carrier, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

Carrier shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Carrier shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Carrier has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve Carrier of its liability and obligations under this Agreement.

Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

Carrier shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum

limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect Carrier from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Carrier or by anyone directly employed by or contracting with Carrier.

Carrier shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect Carrier from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by Carrier or by anyone directly or indirectly employed by a Carrier.

Carrier shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

Carrier shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of claims for personal injury or tangible property damage and Carrier errors, omissions, or negligence. Carrier shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and Carrier each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Carrier shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Carrier.

16. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

17. Conflict of Interest.

Carrier represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. Carrier further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. Carrier shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence Carrier judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Carrier may undertake and request an opinion of Carrier, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by Carrier. The County agrees to notify Carrier of its opinion by certified mail within 30 days of receipt of notification by Carrier. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Carrier, the County shall so state in the notification and Carrier shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Carrier under the terms of this Contract Agreement.

18. Excusable Delays.

Carrier shall not be considered in default by reason of any delay in performance if such delay arises out of causes

reasonably beyond Carrier control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of Carrier subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of Carrier and its subcontractor(s) and is without the fault or negligence of either of them, Carrier shall not be deemed to be in default. Upon Carrier request, the County shall consider the facts and extent of any delay in performing the work and, if Carrier failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

19. Arrears.

Carrier shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Carrier further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. Ownership of Documents.

Carrier acknowledges that all information provided by County to Carrier shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by Carrier under this Agreement remains the property of Carrier. Carrier is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of Carrier. The rights County will receive under the license agreement are rights to use the Carrier software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by Carrier, such as reports, schedules, displays, exhibits, other documentation, etc. Carrier claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the Carrier terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

Carrier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Carrier to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Carrier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

22. Access & Audits.

Carrier shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such Carrier books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

Carrier warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and Carrier agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and Carrier.

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

Carrier hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Amendments & Modifications.

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, Carrier shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended Carrier shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

29. Florida Law & Venue.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to Carrier shall be mailed to:

Carrier
Attn: Terry Nettles
9143 Philips Hwy, Suite 330
Jacksonville, FL 32256

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and Carrier explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, Carrier may not

manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.