



# **Carrier Commercial Service HVAC Service Agreement**

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Prepared for: TOWN OF LYSANDER

For Service At:

TOWN OF LYSANDER - TOWN HALL

8220 LOOP RD

LYSANDER, NY 130271321

04/12/2016

## EQUIPMENT LIST

Qty	Description	Model	S/N	S/A Level	Location
1	DDC Control System	CCN	TBD	Standard	

## EQUIPMENT SERVICE LEVEL DETAIL

CCN – S/N:TBD		
SERVICE TYPE:	Frequency	
	Yr1	Yr2
Operating Inspection	1	1

## EQUIPMENT TASK / ACTION LIST

**Item:** DDC Control System

**Model:** CCN

**Serial Number:** TBD

Service Type & Actions	Year 1	Year 2
<b>Operating Inspection</b>	<b>1</b>	<b>1</b>
Check Software and computer		
Review Alarm history		
Calibrate controls as needed		
Verify Communication with controllers		
Review sequence of operations		
Report to customer and advise		



Address 6304 Thompson Road  
Syracuse, NY, 13221  
Phone 315-432-7459  
Fax 860-660-8828

Contact Name Daniel Boccardo  
Account TOWN OF LYSANDER - TOWN HALL  
Phone 3156351443  
Site Address 8220 LOOP RD  
LYSANDER,NY,130271321

E-mail christopher.bulawa@carrier.utc.com  
Estimate Date 03/10/2016  
Quote Number 00242153

Job Description : Town of Lysander 2016 SA

**Agreement Term**

This Agreement shall become effective upon **02/01/2016** and shall continue for a **2** year term. The Agreement shall automatically renew at each contract anniversary for an additional like term (see Agreement Renewal). Either party may terminate this Agreement according to the Early Termination Schedule, if any, or if none, then at any time after the end of the first year of the initial term by giving written notice to the other party at least ninety (90) days in advance of the termination (or if the Agreement is for a one (1) year period upon ninety (90) 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 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 work scope unless written approval is obtained from Carrier.

**Agreement Price**

**The agreement price in year one shall be \$ 1,500.00 payable \$375.00 per quarter.  
The total agreement price is \$3,000.00 covering a term of 2 year(s).**

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. Carrier would like to thank you for the continuing opportunity to be of service.

\_\_\_\_\_  
Customer Acceptance (typed/printed name)  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Customer Acceptance (signature)  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Carrier Approval (typed/printed name)  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Carrier Signature  
  
\_\_\_\_\_  
Date

The attached Terms & Conditions shall govern.

## Scope of Service – Definitions

### **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.

### **Seasonal Start-Up**

Seasonal Start-Up is defined as the performance of the task-actions listed herein for each equipment type in order to prepare for seasonal use. This service can include maintenance items that require minimal disassembly. Parts, oil, lubricants and materials (refrigerant is a separate item herein) are included as required items to perform the Seasonal Start-Up tasks/actions as indicated in the Service Agreement.

### **Coil Cleaning**

If applicable, the coils indicated on the Service Agreement herein are to be cleaned at the interval(s) indicated. Coil cleaning consists of cleaning the air-side surface of the coil to remove any airborne particles and dirt build-up using either brush cleaning, high-pressure air, chemicals with low-pressure wash or high-pressure chemical spray at Carrier's discretion based on coil accessibility or if specified under separate cover.

### **Filter Changes**

If applicable, filters will be cleaned and/or replaced (as necessary) at the intervals indicated on the Service Agreement for each applicable piece of equipment. In the event the filter material or cleaning requires different frequencies than indicated, recommendations will be made to the Customer. Customer's approval is required to accept additional expenses per the recommendation.

## **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's straight time hourly labor rates contained in Carrier's applicable 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's straight time hourly labor rates contained in Carrier's applicable collective bargaining agreement compared with the straight time hourly labor rates for the same month of the previous year.

# 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. If the 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.
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-** 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 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 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. **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.
15. **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 Agreement.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. 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.

24. 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.

25. 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.

Equipment and/or Service  
CCS-TCES 040215