



TRANE

SCHEDULED EQUIPMENT AND CONTROLS SERVICE AGREEMENT

Trane Office

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Service Contract Number

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OMNIA Cooperative Contract #: Racine
#3341

Company Name

Lake County Facilities
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Waukegan, IL 60048

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EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



HVAC EQUIPMENT COVERAGE

Lake County Facilities

The following "Covered Equipment" will be serviced at Lake County Facilities:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Water Cooled Chiller	1	Trane	CVHE500	L99A00178	Courthouse
Air Cooled Condensing Unit	1	Trane	RAUCC60	C05B01450	Work Release
Air Cooled Condensing Unit	1	Trane	RAUCC60	C05B01449	Work Release
Intellipak	1	Trane	SFHFF50	C08A00163	Park City
Voyager	1	Trane	YCH420...	C03B01123	Mundelein
Voyager	1	Trane	YZC060	183914220L	CAC
Voyager	1	Trane	YZC060	183914292L	CAC
VRF	1	Trane/Mitsubishi	PEFY-P48...	1R04184	CAC



EQUIPMENT SCOPE OF SERVICES

SUMMARY OF SERVICES PROVIDED – COURTHOUSE CHILLER/CVHE

Comprehensive Annual Maintenance	Yes
Routine AM Parts	Yes
Seasonal Start Up	Yes
Operating Inspections (Qty. 4)	Yes
Seasonal Shut Down	Yes
**Eddy Current Testing—One (1) test per CVHE	Yes
Oil Analysis	Yes
Vibration Analysis	Yes
Repair Labor	Quoted/Billable
Replacement Parts	Quoted/Billable
Priority Emergency Response	Yes
Written Reports	Yes
Training for Facility Staff	Yes

****One (1) Eddy Current Test is included in this proposal for the CVHE chiller. The dropping of the condenser and evaporator heads are the responsibility of Lake County Facilities. To ensure the most accurate Eddy Current Test the cleaning of the condenser and evaporator tubes will be the responsibility of Lake County Facilities. This will be performed in the last year of the contract.**



SUMMARY OF SERVICES PROVIDED – AIR COOLED CONDENSING UNITS

Comprehensive Annual Maintenance	Yes
Routine AM Parts	Yes
Seasonal Start Up	Yes
Operating Inspections (Qty. 4)	Yes
Repair Labor	Quoted/Billable
Replacement Parts	Quoted/Billable
Priority Emergency Response	Yes
Written Reports	
Training for Facility Staff	Yes

SUMMARY OF SERVICES PROVIDED – RTU'S/VRF

Comprehensive Cooling Inspection	Yes
Comprehensive Heating Inspection	Yes
Repair Labor	Quoted/Billable
Replacement Parts	Quoted/Billable
Priority Emergency Response	Yes
Written Reports	
Training for Facility Staff	Yes



SCOPE OF WORK

Comprehensive Annual Maintenance Service--Chiller

- Report in with the Customer Representative.
- Record and report abnormal conditions, measurements taken, etc.
- Review customer logs with customer for operational problems and trends.
- Provide detailed Annual Maintenance Report.
- Inspect for leaks and report leak results. *
- Repair minor leaks as required (e.g., valve packing, flare nuts).
- Check vanes for free and smooth operation.
- Check mechanical linkages for wear.
- Measure and record the oil pump voltage and amperage.
- Verify the operation of the oil heater. Measure amps and compare readings with the watt rating of the heater.
- Change the oil filter.
- Verify the oil level.

** Note: To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electric blankets) must be used to pressurize the vessels. In order to use EPA-recommended methods, certain conditions must be met:

1. *The isolation valves on the chilled water and condenser water lines must shut off the circulation completely.*
2. *The temperature of the equipment room should be 70°F or higher.*
3. *Access connections to the condenser water and chilled water circuits must be provided (customer's responsibility).*
4. *If these conditions cannot be met, the refrigerant must be removed and the vessel pressurized, using dry nitrogen and a trace gas (This additional procedure is outside the scope of this agreement).*



Control Panel--Chiller

- Verify all settings in the electronic control panel.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs for overheating and discoloration.
- Verify the operation of the vane control system:
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Verify the operation of the oil sump temperature control device.
- Test high condenser pressure safety device. Calibrate and record setting.
- Check oil pressure transducers.
- Check evaporator temperature sensor for accuracy.
- Check motor temperature thermisters.

Purge--Chiller

- Clean the condenser on the purge refrigeration unit.
- Check purge unit controls for proper operation.
- Check and clean purge drum as required, if applicable.
- Clean strainers or replace filters as required.
- Check purge compressor assembly for leaks as required.
- Check the purge unit for proper operation.

Starters--Chiller

- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Megger test motor windings.
- Check condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkages for wear, security, and clearances.
- Check auxilliary contacts
- Verify the overload settings.



Start-up Inspection--Chiller

- Verify the operation of the oil heater and that the oil temperature is at least 110°F before starting the chiller.
- Verify full water systems, including the cooling tower, condenser and evaporator.
- Start the condenser water pump, chilled water pump, and cooling tower fan(s).
- Test all flow-proving devices on the chilled water and condenser water circuits
- Verify the flow rates through the condenser and the evaporator.
- Start the chiller.
- Verify the operation of all timing devices.
- Verify the operation of the current control device.
- Check the setpoint and sensitivity of the chilled water temperature control device. Verify the operation.
- Verify the operation of the condenser water temperature control device.
- Check the mechanical limits of both vane arms. Verify smooth movement of vane arms through the full range of operation.
- Check the starter operation.
- Verify the motor cooling operation.
- Check the purge operation.
- Complete detailed inspection log on chiller.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with the operating personnel.
- Complete detailed inspection log on chiller.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with the operating personnel.
- Provide a written report of completed work, detailed inspection log, and indicate any deficiencies detected.

Operating Inspection--Chiller

- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the purge unit.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- Complete detailed inspection log on chiller.
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, detailed inspection log, and indicate any deficiencies detected.

Note: On any medium voltage unit (4160v or 2300v), performance data depends on the ability to record accurate voltage and amperage readings outside of the starter



Seasonal Shutdown Inspection--Chiller

- Check the general condition of the unit.
- Verify tower drained ,and fill line drained. (if applicable)
- Verify power to unit is on and oil heaters operational.
- Review operating procedures with operating personnel.
- Provide a written report and indicate any deficiencies detected.

Oil Analysis--Chiller

- Perform a spectrographical analysis of an oil sample from each CenTraVac once annually.
- Provide customer with a complete report showing wear metals, moisture and acids.
- The OIL ANALYSIS report will make necessary recommendations (if required).

Vibration Analysis--Chiller

- VIBRATION ANALYSIS will be performed once (1) annually on each Trane CenTraVac.
- Perform VIBRATION ANALYSIS, collecting data at each bearing location. Data will be collected over a frequency range of 500 cpm to 300,000 cpm.
- Report will be furnished to owner outlining any mechanical concerns.



Comprehensive Annual Maintenance (Air Cooled Condensing Units)

- Inspect for leaks and report results (Condensing unit only).
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Visually inspect condenser coils for cleanliness.
- Clean and inspect the control panel.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights, if applicable.
- Test the low evaporator pressure safety device. Calibrate and record setting.
- Check oil level in the compressor(s).
- Verify the operation of the oil heater.
- Inspect the condition of the compressor contacts.
- Test the contactors for free and smooth operation.
- Check the tightness of the motor terminal connections.
- Meg the motor(s) and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

Start Up Inspection (Air Cooled Condensing Units)

- Verify the operation of the oil heater(s), if applicable.
- Start the unit.
- Verify the compressor operation.
- Verify smooth operation of the compressors and fans.
- Verify the operation of all timing devices.
- Check the setpoint and sensitivity of the discharge temperature control device.
- Verify the unit operation.
- Verify the operation of the condenser fan control device(s).
- Verify the operation of the low ambient dampers, if applicable.
- Check the superheat and subcooling of the refrigerant circuit(s).
- Verify full refrigerant circuit(s). Check sight glasses, if applicable.
- Test the operation of the high condenser pressure safety device. Calibrate and record setting, if applicable.
- Log the operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of the completed work, operating log, and indicate any uncorrected deficiencies detected.
- Record settings on controller, if applicable.



Operating Inspection (Air Cooled Condensing Units)

- Verify the operation of the oil heater(s), if applicable.
- Verify the compressor operation.
- Verify smooth operation of the compressors and fans.
- Verify the operation of all timing devices.
- Check the setpoint and sensitivity of the discharge temperature control device.
- Verify the unit operation.
- Verify the operation of the condenser fan control device(s).
- Verify the operation of the low ambient dampers, if applicable.
- Check the superheat and subcooling of the refrigerant circuit(s).
- Verify full refrigerant circuit(s). Check sight glasses, if applicable.
- Log the operating conditions of the unit after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of the completed work, operating log, and indicate any uncorrected deficiencies detected.
- Record settings on controller, if applicable.

Shut Down Procedure (Air Cooled Condensing Units)

- Check the general condition of the unit.
- Shut down the unit, pumps, and auxiliary equipment.
- Drain the water piping as necessary.
- Turn off equipment power as necessary.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Intellipak Comprehensive Heating Inspection/Startup—Park City

- Check in with customer and discuss unit operation since last visit
- Supply Fan Belt Inspection
- Verify clean Condenser & Evaporator coils
- Supply Fan Inspection
- Verify clean air filters
- Check set up & operation of RTM module
- Check diagnostic log in RTM module
- Verify operation of DA control
- Verify operation of the OA control
- Verify operation of the outside air damper
- Verify that the operation of the exhaust fan motor and dampers are operating properly
- Verify operation of the static pressure control
- Compressor Oil Level Check/Verify Oil level from sight glass
- Verify operation of compressor CCH
- Inspect combustion blower and motor
- Combustion Analysis
- Verify operation of the air flow proving device
- Verify operation of the flame detection device
- Visually inspect flue system
- Verify heating sequence of operation
- Verify proper gas pressure to the unit and /or at the manifold, if applicable
- Log Unit (Intellipak)
- Provide written report of completed work, operating log, & indicate any uncorrected deficiencies to the customer.
- Check out with customer and discuss findings and /or recommendations



Intellipak Comprehensive Cooling Inspection/Start up—Park City

- Check in with customer and discuss unit operation since last visit
- Supply Fan Belt Inspection
- Supply Fan Inspection Including LOTO
- Check Damper
- Bearing Lubrication
- Inspect sheaves for wear & proper alignment
- Verify clean Condenser & Evaporator coils
- Visually inspect inlet guide vanes, if applicable
- Visually inspect for leaks on equipment and piping.
- Compressor Oil Level Check/ Verify Oil level from sight glass
- Verify operation of compressor CCH
- Check electrical terminals for tightness
- Check set up & operation of RTM module
- Check diagnostic log in RTM module
- Verify operation of DA control
- Verify operation of the OA control
- Verify operation of the static pressure control
- Inspect control cabinet(s) gaskets for water tight seal.
- Control Panel Electrical Inspection-Generic
- Inspect condenser fans, fan motors & compressor contactors
- Log Unit (Intellipak)
- Provide written report of completed work, operating log, & indicate any uncorrected deficiencies to the customer.
- Check out with customer and discuss findings and /or recommendations



Voyager Roof Top Unit Heating Inspection/Startup—Mundelein/Child Advocacy Center

- Performed once annually.
- Report in with the Customer Representative.
- Verify smooth operation of the fans.
- Inspect the belts for tension, wear, cracks, and glazing (replace using customer supplied belts, as required).
- Inspect belts, sheaves and coupling alignment.
- Verify clean air filters; report findings to on site maintenance staff personnel.
- Verify the operation of the temperature controls.
- Verify proper operation of the heating section.
- Verify the operation of the gas ignition system.
- Inspect burner for proper operation.
- Check gas pressure.
- Inspect economizing controls, if applicable
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Voyager Roof Top Unit Cooling Inspection/Startup—Mundelein/Child Advocacy Center

- Performed once annually.
- Report in with the Customer Representative.
- Inspect supply fans for proper operation.
- Inspect condenser fans for proper operation.
- Verify voltage on all phases for all compressors (load side).
- Verify amperage on all phases for all compressors (load side).
- Check inlet and outlet temperatures.
- Check oil level (where applicable).
- Inspect refrigerant sight glass for proper charge.
- Inspect the belts for tension, wear, cracks, and glazing (replace using customer supplied belts, as required).
- Inspect belts, sheaves and coupling alignment.
- Log operating conditions of the unit once it has stabilized.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



VRF Unit Inspections—CAC

Air Source Heat Pump Annual Inspection—Outdoor Unit:

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Visually Inspect Base Pan
- Clean Unit Exterior and Coil
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Fan Check
- Remove Lock Out Tag Out
- Verify Operating Voltages
- Upgrade Outdoor Unit Firmware
- Return Unit to Normal Operation
- Start Up Seasonal Cooling
- Log Unit and Operation Check (Ductless)
- Review Diagnostics and Set up Menu

Air Source Heat Pump Operating Inspection—Outdoor Unit:

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Visual Electrical Inspection
- Visual Inspection for Abnormality, Damage and Missing Hardware
- Verify Operating Voltages
- Review Operation
- Log Unit and Operation Check (Ductless)

Ducted Concealed Horizontal—Indoor Unit:

- Lock Out Tag Out (Standard)
- Check Electrical Connections (Indoor Unit)
- Leak Test Inspection (Commercial Condensing Unit)
- Remove Lock Out Tag Out and Restore Power
- Verify Incoming Voltages
- Verify Operating Voltages
- Measure Amperage of Motor
- Log Unit and Operation Check (Ductless)
- Check Controller Operation
- Recommend Wireless Remote Control Batteries

Ducted Concealed Horizontal-Indoor Unit:

- Visual Inspection for Abnormality, Damage and Missing Hardware
- Evaporator Coil Check



HVAC EQUIPMENT COVERAGE—CONTROLS

Lake County Facilities

The following "Covered Equipment" will be serviced at Lake County Facilities:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Location
Tracer SC	1	Trane	BMSC	N/A	Mundelein
Programmable Controller	1	Trane	MP580	49500586	Mundelein
Tracer SC	1	Trane	BMSC	N/A	Park City
Tracer SC	1	Trane	BMSC	E13A62144	Round Lake
JENE	1	JENE	PC6000	TBD	LC Garage
Tracer SC	1	Trane	BMSC	E14D50628	LC Garage
Tracer UC 400	1	Trane	BMUC	E14D22539	LC Garage
Tracer UC 400	1	Trane	BMUC	E14D22540	LC Garage
Tracer UC 400	1	Trane	BMUC	E14D22543	LC Garage
Tracer UC 400	1	Trane	BMUC	E14D22544	LC Garage
Tracer SC	1	Trane	BMSC	E15A80649	911 Center
Tracer UC 600	1	Trane	BMUC	A15A20014	911 Center
Tracer UC 400	5	Trane	BMUC	E15A80501	911 Center
Tracer SC	1	Trane	BMSC	N/A	CAC
Tracer UC 600	1	Trane	BMUC	N/A	CAC
Tracer UC210's	6	Trane	UC210	N/A	CAC

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Enterprise Server (ES)	1	Trane	6400245401	E13A21222	Courthouse



BAS SCOPE OF SERVICES

BAS On-site Inspection(s) (Qty. 12 total)	Yes
System Back Up (ES and SC Only)	Yes
BAS Remote Inspection(s) (Qty. 12 total)	Yes
Software Upgrade (ES and SC)	As Required
Trane Alarm Notification with Monthly Report	Yes
Local Remote Support (7am-4pm M-F)	Yes
Priority Response 630-734-3200	Yes
Discounted Repair Labor	Quoted/Billable
Discounted Replacement Parts	Quoted/Billable



BAS SERVICES IN CONTRACT

UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.

Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait



Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for “end of day” follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements



SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers

Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features
- Network security updates/downloads
- Browser updates/downloads
- Compatibility updates

*****Trane shall provide and install software and firmware upgrades for your Tracer SC+ system and Tracer Ensemble as required as part of this agreement.***

SYSTEM ANALYSIS AND REVIEW

System analysis and review identifies and corrects programming errors, failed points, points in alarm and points that have been overridden. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to ask questions or address systems concerns you may have.

Advantages:

- Improves system efficiency
- Assures compliance to specified conditions
- Reduces the risk of costly and disruptive system problems

Implementation:

- Regularly scheduled on-site visits by Trane technicians (Trane office detail agreed cadence and review scope)





SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
- For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



Graphics shown are representational only, review does not include upgrade.



OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
- Determine where a communication failure has occurred, and how to resolve it



Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



PRIORITY EMERGENCY RESPONSE



Emergency Service - All Requests

(630) 734-3200 (24/7/365)

Email:RC-CS@tranetechnologies.com

Steps:

- Please call or email our dispatching group at the above listed phone number or email. The dispatching group will forward your request to the appropriate dispatcher/ remote services support staff (7am-5pm M-F). The direct phone number to dispatching is (630) 734-6159 during normal business hours.
- Dispatching will contact service technician(s) and/or remote BAS support staff and begin remote BAS support (as required) and/or dispatch an on-site technician. The dispatcher (resource coordinator) will respond back with dates of on-site availability and provide communication back to the school's personnel who placed the request. Customer to provide authorization to proceed and/or PO for billable work. (During Normal Business Hours)

When Placing a Call:

- Please provide the model and serial number of the unit(s) in need of service (typically mechanical equipment). Trane can check/verify applicable warranty
- Please provide an explanation of the problem with your organization's contact person's phone number/email. Also provide level of urgency of repair as required.
- Please detail if the request seems to be related to a recent installation (Equipment /BAS) which maybe still under equipment/project warranty.
- After Hours service requests please call (630) 734-3200, you will receive a prompt for either Equipment or BAS. The afterhours Emergency Serve support staff will contact the appropriate technician who is on-call. The local on-call service technician will be conferenced into the phone call and/or call the customer back to determine the next steps. We recommend a cell phone call back number versus a land line phone number (if available)

Trane Rental Service (800) 755-5115 (24hour)

Trane Maintenance Agreement customers will also receive discounts for any of our available rental services/products. Trane has a fleet of support products located in Shorewood IL as well as national support if a need should arise.

- Trane has chillers, cooling towers, pumps, power/generators, package units, as well as portable AC units.
- Trane can assess your current level of preparedness.
- Trane can offer temporary/rental services for planned cooling events.

****Trane Rental Services is a cost above and beyond the coverage in this contract.**



PRIORITY EMERGENCY SERVICE

Priority Emergency Response

Trane Maintenance Agreement customers will receive PRIORITY EMERGENCY RESPONSE on service requests over non-maintenance agreement customers.

- Trane's 24-hour emergency service phone number is **(630) 734-3200**.
- Typical response time is less than two hours.
- Diagnostic and repair time will be billable at the prevailing discounted labor rates.





PRICING AND ACCEPTANCE

Effective Date

- *Start Date:* March 1st, 2023
- *End Date:* February 28, 2026

This agreement shall remain in effect from year to year thereafter, unless terminated by either party at least 30 days prior to the anniversary date.

Equipment Serviced

See equipment list page for a list of equipment included in this service agreement.

Agreement Pricing

Trane Chicago Service will furnish the services, as stipulated in the scope of coverage, for the following amount. Agreement pricing is subject to adjustment at anniversary date.

<u>Payment Plan</u>	<u>Pricing</u>	<u>Initial & Date</u>
• Year 1 Price :	\$76,508.00	_____
• Year 2 Price:	\$78,803.00	_____
• Year 3 Price:	\$81,167.00	_____

Respectfully Submitted,

Patrick Heneberry

Customer Acceptance

Name (Please Print): _____

Signature: _____

Title: _____

Date: _____

Purchase Order: _____

Approval - Trane Chicago

Josh Griesemer

District Service Sales Leader

Trane Chicago Service

**** This agreement is subject to the attached Terms and Conditions ****



TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Energy and Building Performance Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to



resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company.

Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)

Supersedes 1-26.130-7 (0720)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

