

Date of Issue: September 30, 2020

Department of General Services  
Energy and Resource Management Office  
401 North Street, Room 403 North Office, Harrisburg, PA 17120

**Bulletin Number 3**

on

**Project No. GESA 2020-1** – Request for Quotes for a Guaranteed Energy Savings Project at:  
Department of Corrections, SCI Fayette, La Belle, Pennsylvania

Quote Submission Deadline: Tuesday, October 13, 2020

Time of Opening: 2:00 PM

**REQUEST FOR INFORMATION**

1. Is there a dual fuel source requirement at the boiler plant? **Yes, a dual fuel capability is required for SCI Fayette. Natural gas is the primary fuel source; however, propane is used as a back up fuel source.**
2. Clarify how much of SCI Fayette (interior & exterior) lighting has already been converted to LED.

<b>Building / Area</b>	<b>Percentage converted to LED</b>
1 - Administration	0%
2 – Operations	0%
3 – Medical	0%
4 – Dietary	50%
5 – Maintenance	10%
6 – Correctional Industries	50% (high bay lights are 20%)
7 – Centralized Services	10%
8 – Education	10%
9 – Activities	10%
Housing Units A, B, C, D, E, F, G, H	65% of cell lights & ~65% of day room lights
Housing Units J and L	50% of cell lights & 100% of day room lights
Housing Unit K	10% of cell lights, 100% of restroom lights & 0% of day room lights
Warehouse	0%
Automotive Shop	0%
Utility Plant	0%
Perimeter Lights	25%
High Mast Lights	0%
Water Tower	0%

3. Does the Commonwealth intend to use this project to completely de-commission and de-couple from the Fayette Thermal plant? **Correct; the contract with Fayette Thermal expires in February 2022. At that point, DOC may elect not to renew, and therefore, this GESA project is needed to be in place to support steam generation.**
4. Please provide a breakdown of square footage, by building, at SCI Fayette.

<b>Building #/ Area</b>	<b>SqF. (per info on sprinkler designs)</b>
1 - Administration	24,472
2 – Operations	34,750
3 – Medical	22,249
4 – Dietary	42,330
5 – Maintenance	19,812
6 – Correctional Industries	56,424
7 – Centralized Services	14,780
8 – Education	32,872
9 – Activities	23,342
Housing Unit, K Block	17,223
Housing Units A, B, C, D, E, F, G, H	32,810 each for a total of 262,480
Housing Units J and L	29,732 each for a total of 59,464
Towers 1 and 2	144 each for a total of 288
Field Houses 1 and 2	653 each for a total of 1306
Hub Buildings, Zone 2 and 4	174 each for a total of 348
14 – Warehouse	28,323
15 – Auto / Grounds	5,249
16 – Sally Port	350
17 – Utility Plant	21,892

5. In the file "SCI Fayette\_All Utilities 2016-2019.xlsx" there is a column "Misc. Gas Qty (mcf)". What comprises this gas use (I.E. Kitchen, paint drying booth, etc.) and is it independent from Fayette Thermals use? **The gas that is used inside the facility is used by Correctional Industries for their ovens, paint lines, and wash rack. Dietary also uses gas for their griddles, stoves, fryers, steamers, and tilt skillets. Yes, this is independent from Fayette Thermal.**
6. During our site walk through maintenance personnel indicated that 14 of the cell block HVAC units are difficult to maintain. Can we get more detail on what units are causing problems and what the problems are? **The air conditioning units in the control rooms on the housing units. The condenser units are obsolete and use R-22 refrigerant, which is also practically obsolete.**
7. Can we get details of what makes up Service Contract costs? Please provide copies of old and current contracts, if available. **Copies of the old & current service contracts with Siemens and Trane are attached as Attachment A to this bulletin.**



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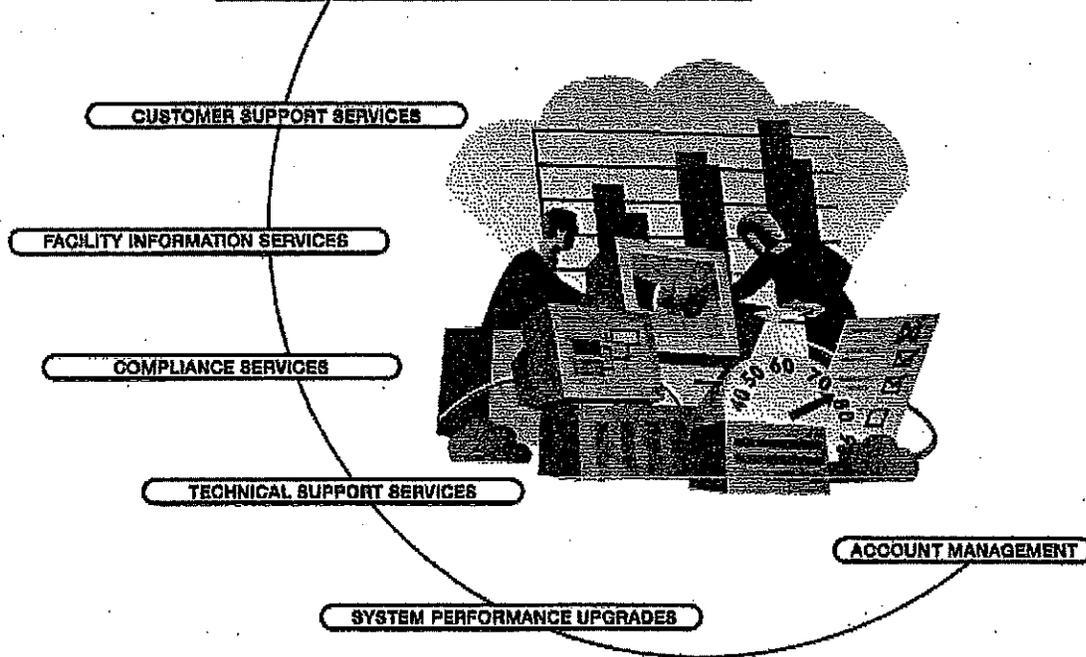
Rebecca Tomlinson, RFQ Coordinator  
Energy & Resource Management Office

Please acknowledge receipt of Bulletin by email response to Becky Tomlinson at:  
[retomlinso@pa.gov](mailto:retomlinso@pa.gov)

**ATTACHMENT A**  
**to**  
**BULLETIN 3**  
**for**  
**GESA 2020-1 SCI Fayette**

**State Correctional Institution at Fayette  
Siemens Industry, Inc.  
Technical Support Program Proposal**

**TECHNICAL SUPPORT PROGRAMS**



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## **Executive Summary**

Siemens Industry is pleased to present this proposal for a Technical Support Program to provide responsible and cost-effective on-going technical support of your buildings' systems and business goals.

A Technical Support Program from Siemens Industry provides the confidence of knowing that you are backed by a company dedicated to customer service with over 100 years of proven experience. Our commitment is to support you as our customer. As a total building solutions company, Siemens Industry is a company dedicated to meeting your immediate needs and growing with you over the long term.

Included is a part of this technical support program, will be the following functions:

- Software analysis and optimization
- Network analysis and optimization
- Field panel analysis and optimization
- Field panel updates
- Annual On-Site training
- VAV box DDC preventative maintenance
- Repair and replacement services labor and material
- Account management

As a part of this contract Siemens will be responsible for reviewing all cost expenditures associated with this contract annually. If it is determined that there are excess funds available under this contract, we will perform additional projects and include them under this technical support program to ensure the value of this contract is realized.

## **Proposed Solution**

The implementation plan for your Technical Support Program will include the following services to be provided on the equipment shown in the List of Maintained Equipment.

# **HVAC CONTROL SERVICES**

## ***Technical Support Services***

### **System Performance Services On-Line/On-Site**

**Operator Support.** We will provide 8 hour(s) of consultation per year to assist the operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Siemens.

**Insight® Graphics Backup.** We will backup the Insight graphics database 4 time(s) per year. In the event of hardware failure, we will reload the graphics database and system file from our current backup copy.

**Field Panel Database/System File Backup.** We will backup each field panel database and system file 4 time(s) per year. In the event of memory loss, we will reload the database from our current backup copy.

**VAV Box Control Diagnostics.** We will perform VAV Box diagnostics, analyze the results and make recommendations to optimize building control performance within the functional limits of your system.

**Network Analysis & Optimization.** Through Network Analysis & Optimization, we ensure reliable and optimized communication throughout your HVAC Control System's Building Level Network data trunks. You will have higher data network up-time, and when infrequent problems do occur, you will benefit from faster problem resolution. Using our Network Performance Diagnostic Technologies, our proactive calibration and tuning of the data network analyzes variables impacting network performance. These variables include node tables, token passes, turn speed, change of values over the network, unresolved points, and overall operation.

**Software Analysis & Optimization.** Software Analysis & Optimization ensures that HVAC Control System application programming changes made by your staff are correct, clear and consistent. We will address any programming errors, failed points, points in alarm, unresolved points, or points in operator priority. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. Using a combination of onsite visits and our Powerful Online Support Technologies (POST), we will perform this service 2 time(s) per year. We will furnish and install the necessary online service technology to enable us to remotely dial into your HVAC Control System, through a dedicated telephone line that will be provided by the facility.

### ***System Performance Updates***

**Firmware Updates.** With Firmware Updates, you will benefit from new features and enhancements that will improve building operations, while extending the life of your System 600 investment. We will provide you with firmware and documentation updates to your existing APOGEE field panels upon development. Onsite training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry's' commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are identified in the List of Maintained Equipment.

**Corrective Maintenance and Component Replacement; Labor and Material Costs Included.** We will repair or replace failed or worn components to minimize obsolescence and to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to prevent system failure. Repair and Replacement services are based on parts availability as many of the main field panels are retired and being phased out. If SCI Fayette elects to move forward with a phased Fast Forward migration program the main panels parts availability will be assured for the duration of the contract. Labor and material costs are included within the scope of this Technical Support Program. *Please note: Failures with existing retired field panels may required panel replacement as the repair due to parts availability.*

## **Account Management**

**Quality Assurance.** Through implementation of our Quality Assurance Best Practices, we ensure that our delivered services are of the highest quality. We will meet with you 4 times per year to evaluate system performance and your satisfaction with the quality of service that is being provided under your Technical Support Program. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

### **Owner Training**

**On-Site Customized Training.** We will provide a total of 8 hour(s) of customized operator training per year. Training courses and curriculum will be determined by both prison personnel and Siemens Industry the basis for these trainings will be operator experience as well as technical capability with the Building Automation System

### **Emergency Options for System Performance Services**

**Response Window-Monday through Sunday, 24 Hours per Day.** We will provide emergency service between scheduled preventive maintenance calls, Monday through Sunday, including holidays, 24 hours per day to minimize downtime. Emergencies will be determined by the Client and Siemens.

**On-Line Response Within 2 Hour(s).** We will respond via modem within 2 hour(s) to requests for corrective maintenance during the emergency response window specified. If remote diagnosis determines a site visit is required to complete troubleshooting procedures, we will be on-site within the response time selected below.

**On-Site Response Within 4 Hour(s).** We will be on-site to provide emergency service within 4 hour(s). Non-emergency calls, as determined by the Client and Siemens, will be incorporated into the next scheduled preventive maintenance visit.

### **Documentation and Quality Assurance**

**Documentation of All Service Provided.** We will document each on-line and on-site service call and furnish you with a copy showing time, date, and a brief description of activity. Work orders for on-site system preventive maintenance will list the inspection date, individual to report to, equipment identification, equipment location, work to be performed, and any special instructions.

## **Project Team**

An important benefit of our Technical Support Program derives from having Siemens Industry personnel familiar with your building systems. Our implementation team includes a Service Operations Manager, a Service Account Engineer, and a primary and secondary Service Specialist. This team provides thorough, reliable service and scheduling for support of your system. The Service Account Engineer, while unique in the industry, is a traditional commitment of resources from Siemens to deliver value and ensure your satisfaction.

The following building professionals will be dedicated to your Technical Support Program:

**Steve Campbell**, Sales Account Manager who is responsible to provide solutions for your building needs.

**Jeff Conner**, Service Account Engineer who is responsible for overseeing all aspects of our Technical Support Program. This includes ensuring the proper delivery and execution of our services.

**Alan Vezzi**, Service Operations Manager who is responsible for managing all aspects of the service department.

**Eric Kamus**, Primary Service Specialist who will be responsible for performing the ongoing service of your System.

**Robert Mazza**, will be your secondary service specialist. Jerry will be familiarized with your building systems to provide in-depth backup coverage.

**Vikki Spence**, Service Coordinator who will dispatch the proper service technician to your site. This includes scheduled visits and emergency calls. Additionally, he will be your first contact in our Service Response Center to handle your emergency calls.

**Siemens Industry, Inc.**

**Signature Page**

By and Between:

Siemens Industry, Inc.  
600 Bursca Drive, Suite 606  
Bridgeville, PA 15017

State Correctional Institute at Fayette  
50 Overlook Drive  
LaBelle, PA 15450-1050

Services shall be provided at State Correctional Institute at Fayette; LaBelle, PA,

Siemens shall provide the services as outlined in the attached proposal dated 5/20/2019 and the terms and conditions associated with the Siemens / Pennsylvania State Term Contract.

Duration: This agreement shall remain in effect for an original term of 1 Years beginning 7/1/19 and continue from year to year Cancellation can be obtained through 90 days advanced written notice.

Charges:

Payment Due on the First of Each Month

Year 2: \$105,012.00	July 1, 2019 through June 30, 2020	\$8,751.00 / month
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Prices quoted in this proposal are firm until July 31, 2019.

\*Please attach amended T&C's

Proposal accepted by:

Proposal submitted by:

Steve Campbell  
Siemens Industry, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved for Siemens by:

Vince Sestito  
General Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Terms and Conditions**

Terms and Conditions associated with this agreement will be per the state of Pennsylvania's State Term Contract

# List of Maintained Equipment



Siemens Industry, Inc.  
 Technical Support Program

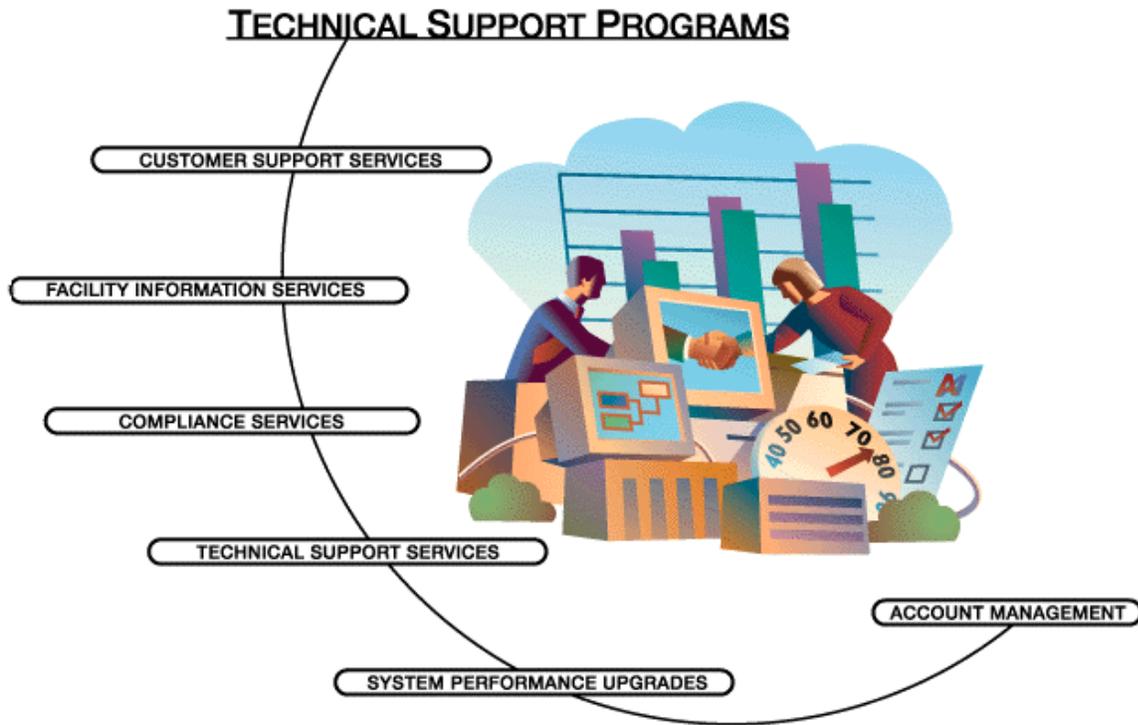
## List of Maintained Equipment, Software, Firmware and Control Loops

Qty	Equipment	Manufacturer	R&R Coverage See Code Key
1	Apogee Server Software	Siemens	A
3	Apogee Work Station Software	Siemens	A
3	Printer	Siemens	A
1	Modem	Siemens	A
5	Trunk Isolator Extenders's	Siemens	A
11	Floor Level Network Controllers	Siemens	A
11	Modular Building Controllers	Siemens	A
130	Terminal Equipment Controllers (VAV)	Siemens	A
175	Terminal Equipment Controllers (various)	Siemens	A
6	Digital Point Units	Siemens	A
39	Mechanical Equipment Controllers	Siemens	A

### Repair & Replacement Coverage Code Key:

- A = Labor & Materials Included
- B = Labor Included & Materials Not Included
- C = Labor Not Included & Materials Included
- D = Labor Not Included & Materials Not Included

**State Correctional Institution at Fayette**  
**Siemens Industry, Inc.**  
**Digital Support Program Proposal**



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Included is a part of this technical support program, will be the following functions:

- Digital Service System Review
- Self Directed Two (2) Days per month
- Operator Support
- One Day Annual On-Site training
- Guaranteed On Line Response within 2 Hours
- Guaranteed On-Site Response within 4 Hours
- Account management

As a part of this contract Siemens will be responsible for reviewing all cost expenditures associated with this contract annually. If it is determined that there are excess funds available under this contract, we will perform additional projects and include them under this technical support program to ensure the value of this contract is realized.

## **Proposed Solution**

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# **HVAC CONTROL SERVICES**

## ***Technical Support Services***

### **System Performance Services On-Line/On-Site**

**Automation Health Reporting.** On a quarterly basis, Siemens will provide an Automation Health report to show a “snap shot” on the ‘health’ of the system. Results from the previous quarter will be tracked within this report to show progress. This process of collecting data and analyzing the data provides our operators with baseline for measurement of systems key components. Siemens will provide feedback within the report to recommend actions a method for continuous system improvement. The Automation Health is a report-based service which provides you with an assessment of your building automation system, including a panel summary for lifecycle planning, generated alarms, and a summary of failed devices and points. Siemens will utilize an onsite technician to address items identified through Siemens’ Automation Health reporting process during regularly scheduled maintenance visits. The intent of this service is to help ensure that the building automation system running your facility remains in peak operating conditions. Items to be addressed as a result of the Automation Health Report may include failed point resolution, alarm management, addressing temperatures and humidity chronically out of range, etc. This may be done in conjunction with Operator Coaching to help your staff address these issues in the future. Connectivity the responsibility of the client

**Digital Maintenance and System Reporting.** To optimize the sophisticated technology of your HVAC Control System and its impact on your facility’s business, it is critical to provide trained, personnel to assist in managing your system. A remote Siemens Building Performance Specialist who will work to assure that the building systems are operating at peak efficiency in support of your specific facility and organizational objectives will be provided as determined by your systems requirements. Siemens will analyze HVAC Control System data for your facility, identify problem areas, and suggest corrective actions to ensure that environmental conditions are as desired. Once the maintenance is completed, a written report of the findings and recommendations for environmental control strategies will be submitted during a scheduled meeting. Connectivity the responsibility of the client.

**System Performance Services On-Site Special Services.** This is a custom service program for SCI Fayette, which will provide 24 days of inspection visits from our specialists. They will assist in regular, inspections on all Siemens System 600 equipment. As determined by the Automation Health Report / Digital Maintenance Report and SCI Fayette Staff. After each inspection, a report will be issued to the client. The report will include recommendations on preventive and/or corrective maintenance, if any. Quotes will be provided for correcting work, programming, and parts replacements on request. Labor to be provided Monday – Friday during normal working hours of 7:00 am to 4:00 pm. Overtime work is subject to additional charge.

**Operator Support.** We will provide 8 hour(s) of consultation per year to assist the operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Siemens.

### *Account Management*

**Quality Assurance.** Through implementation of our Quality Assurance Best Practices, we ensure that our delivered services are of the highest quality. We will meet with you 4 times per year to evaluate system performance and your satisfaction with the quality of service that is being provided under your Technical Support Program. We also augment this program with periodic customer satisfaction telephone surveys of your key staff members.

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# Siemens Industry, Inc.

## Signature Page

By and Between:

Siemens Industry, Inc.  
600 Bursca Drive, Suite 606  
Bridgeville, PA 15017

State Correctional Institute at Fayette  
50 Overlook Drive  
LaBelle, PA 15450-1050

Services shall be provided at State Correctional Institute at Fayette; LaBelle, PA.

Siemens shall provide the services as outlined in the attached proposal dated 5/20/2019 and the terms and conditions associated with the Siemens / Pennsylvania State Term Contract.

Duration: This agreement shall remain in effect for an original term of 1 Years beginning 7/1/2020 and continue from year to year Cancellation can be obtained through 90 days advanced written notice.

Charges:

**Payment Due on the First of Each Month**

Year 1: \$ 69,360.00	July 1, 2020 through June 30, 2021	\$5,780.00 / month
Year 2: \$ 71,436.00	July 1, 2021 through June 30, 2022	\$5,953.00 / month
Year 3: \$ 73,572.00	July 1, 2022 through June 30, 2023	\$6,131.00 / month

Prices quoted in this proposal are firm until July 31, 2020.

\*Please attach amended T&C's

Proposal accepted by:

Proposal submitted by:

Steve Campbell  
Siemens Industry, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Approved for Siemens by:**

Vince Sestito  
General Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Terms and Conditions**

Terms and Conditions associated with this agreement will be per the state of Pennsylvania's State Term Contract

## List of Maintained Equipment



Siemens Industry, Inc.  
 Technical Support Program

### List of Maintained Equipment, Software, Firmware and Control Loops

Qty	Equipment	Manufacturer	R&R Coverage See Code Key
1	Apogee Server Software	Siemens	D
3	Apogee Work Station Software	Siemens	D
3	Printer	Siemens	D
1	Modem	Siemens	D
5	Trunk Isolator Extenders's	Siemens	D
11	Floor Level Network Controllers	Siemens	D
11	Modular Building Controllers	Siemens	D
130	Terminal Equipment Controllers (VAV)	Siemens	D
175	Terminal Equipment Controllers (various)	Siemens	D
6	Digital Point Units	Siemens	D
39	Mechanical Equipment Controllers	Siemens	D

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- B = Labor Included & Materials Not Included
- C = Labor Not Included & Materials Included
- D = Labor Not Included & Materials Not Included



**TRANE**

## HVAC SYSTEMS SELECT SERVICE AGREEMENT

### Trane Office

Trane U.S. Inc.  
400 Business Center Dr.  
Pittsburgh, PA 15205

### Trane Representative

Joe Burgunder  
Office: (412) 747-4549

### Proposal ID

2664722

### Service Contract Number

1854

### Contact Telephone Number for Service

(412) 747-4544

### Company Name

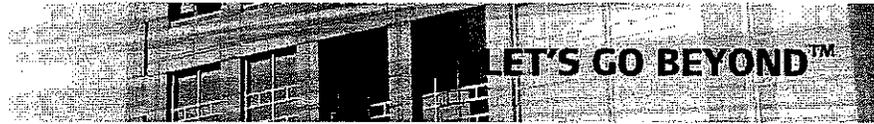
Department of Corrections SCI Fayette  
50 Overlook Dr  
LaBelle, PA 15450

### Site Address:

SCI Fayette  
50 Overlook Drive  
LaBelle, PA 15433

May 1, 2019

 Ingersoll Rand



## EXECUTIVE SUMMARY

This **Select Service Agreement** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). Taking service beyond the scope of a typical planned maintenance contract, this service agreement also includes parts and labor repair coverage.

It is an effective service strategy: HVAC and BAS must work together to keep your building comfortable and energy efficient. And no one knows better than Trane how to maintain them as two interdependent. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are 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

#### 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.

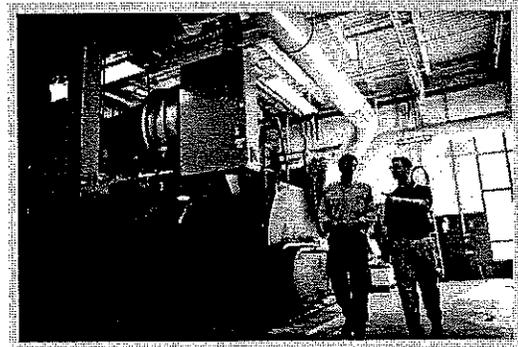
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### 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



### REPAIR COVERAGE FOR SELECTED BAS COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected aspects of the BAS. Costs for parts and labor (performed during normal business hours) are included within the coverage of the annual BAS maintenance contract. The scope of this coverage is specified later in this agreement.

#### Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal BAS performance

#### Implementation:

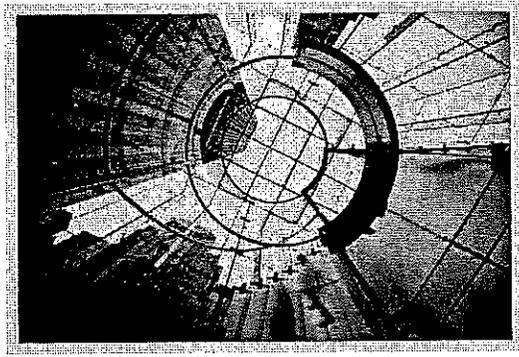
- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor



### SPECIFIED SYSTEM REPAIR COVERAGE

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.





## 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
- Periodic Refrigerant Usage Reports are generated according to your needs



## TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

### Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

## COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

### Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



### Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
  - Equipment planning for temporary air conditioning and portable auxiliary power units
  - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane



## SEQUENCE OF OPERATION VERIFICATION

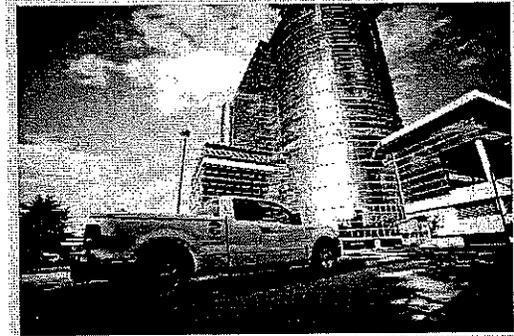
Sequence of Operation Verification assures the system is operating as intended. It helps manage the multiple system inputs and confirms set-up accuracy.

### Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

### Implementation:

- Discover unreleased manual overrides
- Correct scheduling discrepancies
- Evaluate appropriate set points



## SOFTWARE UPDATE AND TRAINING

Software Updates and training provide 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



### Clarification:

- Please note software update service is applicable for customers' existing hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.



## CONTROL LOOP TUNING

Operators sometimes adjust system settings to accommodate immediate comfort requirements. Control Loop Tuning makes sure the correct settings are in place during seasonal transitions.

### Advantages:

- Prepare for hotter or colder weather
- Assure continuous occupant comfort

### Implementation:

- Review for manual changes
- Restore optimal settings for the heating/cooling season
- Verify operation of mechanical loop components

### Scope of Services:

**Inspections:** As per Equipment Coverage and Services section.

**Preferential Service Agreement Rate:** This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies.

### Clarifications:

**Repair Labor:** Labor to repair or replace failed components are included as part of the scope of this agreement.

**Repair Parts and Material:** Parts, refrigerant, oil and other material to complete repairs are included as part of the scope of this agreement.

**Software Updates:** Software update service is applicable for customers' existing (at start of agreement) hardware and software only. Any changes made due to upgrades or failures will incur additional fees and will be invoiced accordingly.

**Note:** Repair parts and labor on the three (3) BAC Cooling Towers is not included.



## ENERGY SUPPLY AUDIT AND ENERGY PROCUREMENT

A no-obligation Supply Opportunity Assessment determines whether or not there is an opportunity to reduce energy expenditures and risk by transferring responsibilities for Energy Procurement to Energy Supply Services, a wholly-owned subsidiary of Trane. If Trane finds you could save by switching providers, access to Trane Energy Choice gives you expert electricity and natural gas supply contract negotiation at no direct additional cost.

### Advantages:

- Find out if you can reduce energy costs through negotiated pricing. Then...
  - Manage price volatility using a suite of publications, conference calls and webinars to inform energy-related decisions
  - Detect and eliminate costly utility and supplier billing errors
  - Use the Power Control Center to gain advantages in asset management, electricity generation dispatch and peak-load management
  - Verify that buildings are always on the best utility rates using the Utility Base Line Review
  - Gain the same advantages across all buildings by leveraging the global expertise of Trane

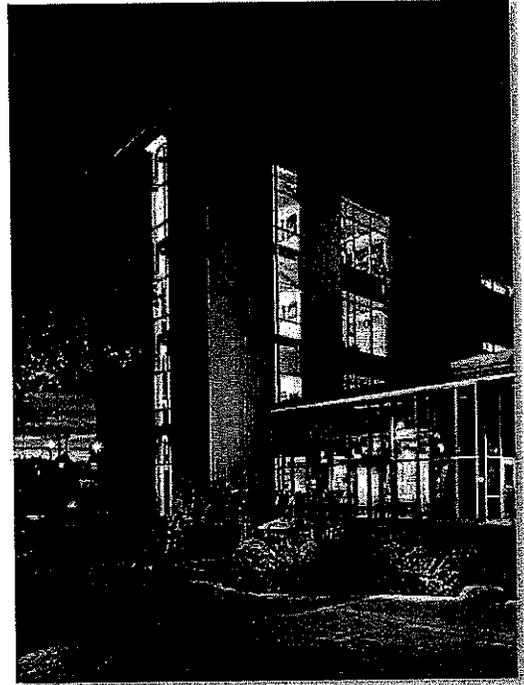
### Implementation:

#### *Energy Supply Audit*

- Review of negotiated utility contracts for compliance to industry standards and commercial reasonableness
- Comparison of third-party supply contract(s) for commercially reasonable terms and conditions
- Preliminary review of invoices for accuracy
- Historic electricity rate comparison for the available invoice period, identifying the availability and practicality of alternative supply options such as:
  - Actual tariff rate vs. alternative tariff options
  - Tariff supply option vs. third-party supply option (if available)
- Preliminary assessment of power factor improvements and voltage upgrade feasibility
- High-level sales tax review

#### *Energy Procurement for Electricity and Natural Gas (Trane Energy Choice)*

- (Requirements to get started) Gather client invoices for necessary account invoices
- Review of current contract (if applicable) for expiration date and notification provisions
- Identification of potential suppliers for pricing solicitation
- Proposal solicitation based on approved product, term and supplier list
- Supplier proposal evaluation and recommendations, including RFP summary and analysis and sample contract





## Energy Supply Audit & Energy Procurement

SCI Fayette has the option to receive the following no-cost review and services from *Trane Building Advantage* related to electricity and natural gas utility spend. In order to receive outlined services within the term of this Service agreement, **SCI Fayette** must provide 12-months of utility invoices and any current supply contract(s) for either or both commodities.

### **Energy Supply Audit**

- a) Review any negotiated utility contracts for compliance to industry standards and commercial reasonableness
- b) Review 3<sup>rd</sup> party supply contract(s) for commercially reasonable terms and conditions
- c) Review invoices to ensure accuracy
- d) Conduct a historic electricity rate comparison for the available invoice period, identifying availability and practicality of alternative supply options, such as:
  - 1. Actual tariff rate vs. alternative tariff options
  - 2. Tariff supply option vs. third party supply option (if available)
- e) Provide a preliminary assessment of power factor improvements and voltage upgrade feasibility
- f) Conduct a high level sales tax review

### **Energy Procurement – Electricity & Natural Gas**

In coordination with the Energy Supply Audit, the client will have the opportunity to access to *Trane Energy Choice* to leverage the energy procurement expertise of Fellon McCord, a wholly owned subsidiary of Trane. **SCI Fayette** will receive expert electricity and natural gas supply contract negotiation in available market areas at no direct additional cost. *Trane Energy Choice* services for electricity and/or natural gas will include the following deliverables upon receipt of a Letter of Exclusive Authorization from the customer.

- a) Gather **SCI Fayette** invoices for necessary account information
- b) Review **SCI Fayette** current contract (if applicable) for expiration and notification provisions
- c) Identify potential suppliers for pricing solicitation
- d) Solicit proposals based on approved product, term and supplier list.
- e) Evaluate supply proposal responses and develop a recommendation with an RFP Summary and Analysis and a sample contract.



## HVAC EQUIPMENT COVERAGE

### SCI Fayette

The following "Covered Equipment" will be serviced at SCI Fayette:

Three (3) Trane Model ABTF050 Horizon Absorption Chillers  
S/N #L01F09327  
S/N #L01F09328  
S/N #L01F09329

One (1) Flo-Pak Model CWP-VS-OS-H  
S/N #01-2248

Pumping Package with:

Three (3) Model 411-4X5X11A Primary Pumps (20 HP)  
Three (3) Model 411-6X8X15 Condenser Pumps (60 HP)  
Three (3) Model 411-5X6X15 Secondary Pumps (75 HP)

Three (3) Model HWP-VS-OS-H Primary Pumps (60 HP)

One (1) Building Control Unit (BCU)

One (1) Programmable Control Module (PCM)

Four (4) Universal Programmable Control Modules (UPCM)

One (1) MP581 Control Module

Three (3) BAC Cooling Towers



## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment.

### I. EMERGENCY SERVICE

Trane Service is to provide emergency service, 24 hours per day, seven days per week as part of this agreement. Telephone numbers for business hours and after hours shall be furnished and updated as necessary. The phone number is (412) 747-4544.

### II. ANNUAL REVIEW OF BUILDINGS' SYSTEMS to be coordinated with Maintenance Director and staff.

### III. SEASONAL CHANGEOVER OF BUILDINGS' SYSTEMS to be coordinated with Maintenance Director and staff.

### IV. ANNUAL PREVENTIVE MAINTENANCE INSPECTION (Horizon Absorbers) to include:

1. Report in with the customer Representative
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.
4. Check salt content of the refrigerant water.
5. Flush vacuum pump with vacuum pump oil to remove moisture.
6. Inspect purge valves for leaks.
7. Inspect purge belt for wear.
8. Verify the ultimate vacuum of the pump.
9. Lubricate the pump motor bearings.
10. Verify the operation of the gas ballast.
11. Clean the condenser coil on the Purifier Purge.
12. Verify proper operation of the Purifier Purge.
13. Inspect control panel for cleanliness.
14. Inspect wiring and connections for tightness and signs of overheating and discoloration.
15. Test the refrigerant pump setpoint and low temperature cutout. Record setting.
16. Test crystal guard thermistor. Record setting.
17. Test high temperature safety device. Record setting.
18. Test high leaving water temperature thermistor. Record setting.
19. Inspect wiring and connections for tightness and signs of overheating and discoloration.
20. Check contactors for free and smooth operation.
21. Check condition of contacts for wear and pitting.
22. Meg pump motors and record readings.
23. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Note: Absorber and condenser tube cleaning is not included.

### V. SPRING START-UP INSPECTION (Horizon Absorbers) to include:

1. Verify full water systems, including the cooling tower, condenser and evaporator.
2. Verify clean cooling tower and strainers.
3. Start the chilled water and condenser water pumps.
4. Flush vacuum pump with vacuum pump oil to remove moisture.
5. Test all flow-proving devices in the condenser water and chilled water circuits.
6. Verify the flow rates through the condenser and evaporator.
7. Start the chiller.
8. Verify the operation of all timing devices.



9. Pull lithium bromide and refrigerant water sample for chemical analysis.
10. Check salt content of the refrigerant water.
11. Test for non-condensables and hydrogen gas.
12. Check the setpoint and sensitivity of the chilled water temperature control device. Verify the operation.
13. Log operating conditions when the system has stabilized.
14. Review operating procedures with operating personnel.
15. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**VI. RUN INSPECTION (Horizon Absorbers) to include:**

1. Check the general condition of the unit.
2. Log the chiller after the unit has stabilized.
3. Check the operation of the purge unit.
4. Check the operation of the control circuit.
5. Check the operation of the motors and starters.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**VII. THREE (3) INSPECTIONS (Flo-Pak Pumping Packages) to include:**

1. Check general condition of the unit.
2. Check operation of control circuit and interfaces.
3. Confirm proper operation between pumping station and heating/cooling equipment.
4. Verify proper operation of Variable Frequency Drives.
5. Calibrate Variable Frequency Drives.
6. Review electrical wiring and starter operation.
7. Inspect contactors for wear and pitting.
8. Review operating procedures with operating personnel.
9. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**VIII. ANNUAL PREVENTATIVE MAINTENANCE INSPECTIONS (Cooling Towers) to include:**

1. Report in with the Customer Representative.
  2. Record and report abnormal conditions, measurements taken, etc.
  3. Review customer logs with the customer for operational problems and trends.
- General Assembly
    - a) Structure
      1. Disassemble all screens and access panels for inspection.
      2. Inspect the conditions of the slats, if applicable.
      3. Inspect the condition of the tower fill.
      4. Inspect the condition of the support structure.
      5. Inspect the condition of the basins (upper and lower) and/or spray nozzles.
      6. Clean basins and strainer(s).
      7. Drain distributor box.
      8. Verify the condition and operation of the basin fill valve system.



**TRANE**



b) Mechanical

1. Inspect belts for wear, cracks, and glazing.
2. Verify correct belt tension. Adjust the tension as necessary. Replace as required.
3. Inspect sheaves and pulleys for wear, condition, and alignment.
4. Inspect fan shaft and bearings for condition.
5. Inspect fan assembly for condition, security, and clearances. (e.g. blade tip clearance).
6. balance main propeller fan and provide report.

• Lubrication System

- a) Lubricate motor bearings.
- b) Lubricate fan shaft bearings.

• Motor And Starter

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check the condition of the contacts for wear and pitting.
- d) Check the contactor(s) for free and smooth operation.
- e) Meg the motor(s) and record readings.
- f) Check disconnect terminal block for wear, tightness and signs of overheating and discoloration.
- g) Check the condition and operation of the basin heater contactor(s).

**IX. START-UP INSPECTION (Cooling Towers) to include:**

1. Verify the float level.
2. Verify the operation of the basin heaters
3. Verify the operation, setpoint, and sensitivity of the basin heater temperature control device.
4. Verify the balance of the return water through the distribution boxes.
5. Verify proper operation of the bypass valve(s), if applicable.
6. Operate fan and verify smooth operation.
7. Log operation after system has stabilized.
8. Review operating procedures with operating personnel.
9. Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

**X. MID-SEASON RUNNING INSPECTIONS (Cooling Towers) to include:**

1. Check the general operation of the tower.
2. Verify clean basins and strainers.
3. Verify proper water level in the basin.
4. Verify proper operation of the water level control device.
5. Verify smooth operation of the fan(s).
6. Verify proper operation of the bypass valve(s), if applicable.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



**XI. SEMI-ANNUAL INSPECTIONS (Tracer Summit System) to include:**

**System Review - Tracer Summit**

The Tracer Summit System review is a comprehensive review of the BAS (Building Automation System). It is designed to allow the technician to thoroughly analyze the system operation, generate written reports and recommendations and review with the owner operator.

The Trane BAS Technician will meet with the customer representative and review the system event log and establish corrective actions as appropriate based on the information in the event log. This will include review of all system alarms and help determine the source and reason for the alarm. The Technician will review the graphics for the facility and help identify areas of expansion or areas in need of enhancement. Together with the site representative, they will review the site reports. Recommendations will be made where appropriate to enhance the reports to help the operator top gather more history on the site. This can also be used to review and/or help develop an energy management strategy. By performing a complete System Review, the site personnel can review actual system performance versus the original system design.

**System Review - Chilled Water Systems**

In order to assure effective environmental conditioning while minimizing the cost to operate the equipment, Trane Technicians will review operating sequences and practices for the chiller plant. An initial survey of current equipment operating parameters will be conducted during the cooling season.

The customer will receive a fully trained Trane Technician that will perform the survey and report the performance of the Chiller(s), Cooling Tower(s), and associated pump(s), and how that performance relates to the sequence of operation originally established.

**Building Control Units (BCU) Evaluation**

The Building Controls Unit evaluation allows the Trane technician to check out all aspects of operation of the BCU. Volatile and non-volatile memory capacities will be checked. The wiring trunks of all communication devices listed on the riser diagram will be checked for any errors or communication problems. Transmit and receive activity will be checked to verify proper operation and processor idle time will be recorded.

By performing this service, the Technician will verify that the BCU LED indications are showing proper transmit/receive activity. The wiring trunks of all communication devices as listed on the riser diagrams will be checked for any error codes, and the communications will be verified on all devices. The Volatile and Non-Volatile memory will be checked and recorded, and confirmed that it is not less than 15%. The BCU processor idle time will be checked and recorded.

**Tracer Summit Workstation Evaluation**

The Tracer Summit Workstation evaluation is designed to allow the Trane technician to regularly backup the Tracer Summit database to hard drive and disk ensuring proper database management. Time of day scheduling, dates and time settings etc. will also be checked. The database sync between the BCU panel and Summit workstation will be checked for proper synchronization. The event log will be checked and reviewed with owner and non-critical information will be cleared out.



Since proper database management is a critical process, database backups need to be performed on a routine basis. By verifying the Time of Day Scheduling, clearing out the Event Log of unnecessary information, and performing the database backup to either a 3-1/2 disk or CD if applicable, it will help insure the integrity of the system data. The Technician will also check the database synchronization of the workstation against the site BCU panel. The Technician will check the monitor for clarity, focus and color resolution and clean the exterior surfaces of the monitor. The Technician will also cycle the power to the PC and verify proper system restart, check the system time and date and the hardware status

#### **Programmable Control Modules (PCM) Evaluation**

The programmable control module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level PCM controller. Input/output and communication status will be checked and critical control points associated with the specific controller will be reviewed. Abnormal operating conditions will be identified and corrective measures will be established as directed by the building owner.

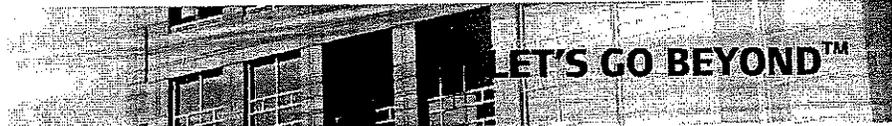
When a Trane Technician performs an analysis on the unit level PCM, the Tech will be able to review the input/output list for any abnormal operating conditions. This will help verify the equipment is being controlled at the appropriate value or control setpoint. The sequence of operation will be checked against original design and verification will be made of all temperature sensing devices that they are responding within acceptable limits. The communication status will be checked on all devices. A complete summary will be made with notations of any uncorrected deficiencies that were not addressed during the initial survey, and any corrective actions that may be necessary.

#### **Universal Programmable Control Modules (UPCM) Evaluation**

The universal programmable control module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level UPCM controller. Input/output and communication status will be checked and critical control points associated with the specific controller will be reviewed. Abnormal operating conditions will be identified and corrective measures will be established as directed by the building owner

When a Trane Technician performs an analysis on the unit level UPCM, the Tech will be able to review the input/output list for any abnormal operating conditions. This will help verify the equipment is being controlled at the appropriate value or control setpoint. The sequence of operation will be checked against original design and verification will be made of all temperature sensing devices that they are responding within acceptable limits. The communication status will be checked on all devices. A complete summary will be made with notations of any uncorrected deficiencies that were not addressed during the initial survey, and any corrective actions that may be necessary.

The Temperature Control Module and Terminal Unit Control Module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level controller. Communication status will be checked and critical control points associated with the specific.



## PRICING AND ACCEPTANCE

Department of Corrections  
 SCI Fayette  
 50 Overlook Drive  
 LaBelle, PA 15450

Site Address:  
 SCI Fayette  
 50 Overlook Drive  
 LaBelle, PA 15433

### Trane Service Agreement

This Service Agreement for Building Automation System and equipment consists of the pages beginning with the page entitled "HVAC Systems Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

	Year 1
Annual Due Date	July 1, 2019
Annual Payment	\$60,388.00
Quarterly Payment	\$15,097.00

- A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance. Invoice would be issued at start of contract and is due net 15 days from date of invoice. **Tax will be calculated based upon the pre-discounted price.** The discount for advance payment is not applicable to credit card transactions. Check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is **1 year, beginning July 1, 2019 and expiring June 30, 2020.** However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (412) 747-4544 or by direct mail addressed to: 400 Business Center Dr. Pittsburgh, PA 15205.

### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to



Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

Submitted by

Joe Burgunder  
Account Manager  
Trane

<b>CUSTOMER ACCEPTANCE</b>
Proposal Date: May 1, 2019
_____
Authorized Representative
_____
Printed Name
Title _____
Purchase Order _____
Acceptance Date _____



## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

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. **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 counter-offer 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 counter-offer 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.

3. **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 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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 Trane. 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.

**9. 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 Trane; 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 are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **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, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

**10. 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.

**11. 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 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 CONTAMINATES 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.**

**12. 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.

**13. 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.

**14. 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.

**15. 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)



**TRANE**



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.

**16. Remote Connectivity.** Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

**17. 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.

**18. 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.

**19. 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.

**20. 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 (0415)

Supersedes 1-26.130-7 (1114)



## 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.

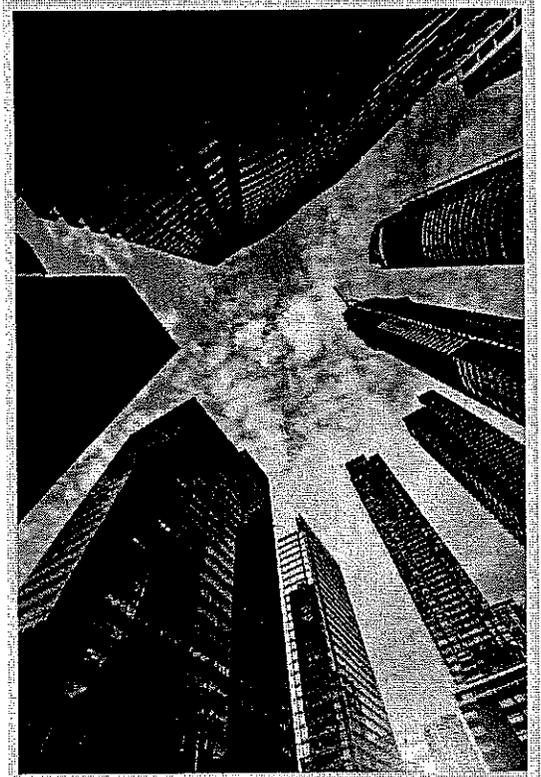
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

### 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



**TRANE**

## HVAC SYSTEMS SERVICE PROGRAM

**Trane Office**

Trane U.S. Inc.  
400 Business Center Dr.  
Pittsburgh, PA 15205

**Company Name**

Department of Corrections SCI Fayette  
50 Overlook Dr.  
LaBelle, PA 15450

**Trane Representative**

Joe Burgunder  
Office: (412) 747-4549

**Site Address:**

SCI Fayette  
50 Overlook Drive  
LaBelle, PA 15433

**Proposal ID**

2857851

**Service Program Number**

1854

**Contact Telephone Number for  
Service**

(412) 747-4544

May 26, 2020

**TRANE**  
TECHNOLOGIES



**TRANE**

**LET'S GO BEYOND™**

## EXECUTIVE SUMMARY

This **Service Program** provides an integrated approach to planned maintenance for your HVAC equipment and building automation system (BAS). Taking service beyond the scope of a typical planned maintenance contract.

It is an effective service strategy: HVAC and BAS must work together to keep your building comfortable and energy efficient. And no one knows better than Trane how to maintain them as two interdependent.

As an HVAC and systems service provider, Trane offers many advantages:

- Confidence that your HVAC equipment and BAS are 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

#### 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

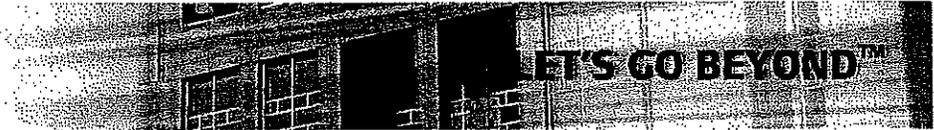
Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### 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.

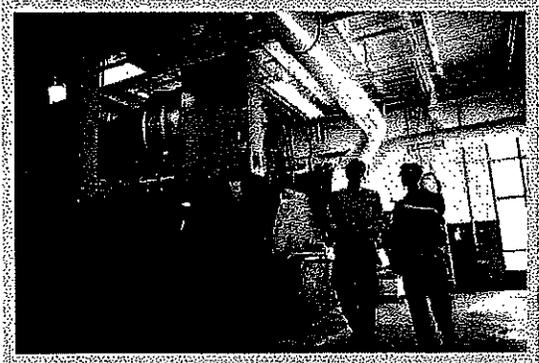
This service program with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service program:

#### 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, will be invoiced separately



## 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.

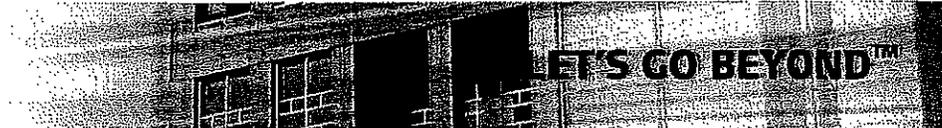
When a customer has *all* their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### 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
- Periodic Refrigerant Usage Reports are generated according to your needs



## TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

### Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

### Scope of Services:

**Inspections:** As per Equipment Coverage and Services section.

**Preferential Service Agreement Rate:** This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the specified contract rate applies.

### Clarifications:

**Repair Labor:** Labor to repair or replace failed components are NOT included as part of the scope of this agreement.

**Repair Parts and Material:** Parts, refrigerant, oil and other material to complete repairs are NOT included as part of the scope of this agreement.



## HVAC EQUIPMENT COVERAGE

The following "Covered Equipment" will be serviced at SCI Fayette:

**Three (3) Trane Model ABTF050 Horizon Absorption Chillers**

**S/N #L01F09327**

**S/N #L01F09328**

**S/N #L01F09329**

**One (1) Flo-Pak Model CWP-VS-OS-H  
S/N #01-2248**

**Pumping Package with:**

**Three (3) Model 411-4X5X11A Primary Pumps (20 HP)  
Three (3) Model 411-6X8X15 Condenser Pumps (60 HP)  
Three (3) Model 411-5X6X15 Secondary Pumps (75 HP)**

**Three (3) Model HWP-VS-OS-H Primary Pumps (60 HP)**

**One (1) Building Control Unit (BCU)**

**One (1) Programmable Control Module (PCM)**

**Four (4) Universal Programmable Control Modules (UPCM)**

**One (1) MP581 Control Module**



## SCOPE OF WORK

The following Customer Service Flows provide additional service description detail for Covered Equipment.

### I. EMERGENCY SERVICE

Trane Service is to provide emergency service, 24 hours per day, seven days per week as part of this agreement. Telephone numbers for business hours and after hours shall be furnished and updated as necessary. The phone number is (412) 747-4544.

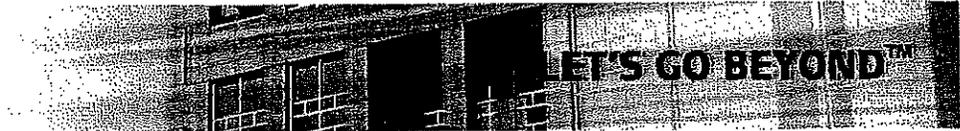
### II. ANNUAL REVIEW OF BUILDINGS' SYSTEMS to be coordinated with Maintenance Director and staff.

### III. SEASONAL CHANGEOVER OF BUILDINGS' SYSTEMS to be coordinated with Maintenance Director and staff.

### IV. ANNUAL PREVENTIVE MAINTENANCE INSPECTION (Absorbers) to include: (Estimated Hours 24)

1. Report in with the customer Representative
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.
4. Check salt content of the refrigerant water.
5. Flush vacuum pump with vacuum pump oil to remove moisture.
6. Inspect purge valves for leaks.
7. Inspect purge belt for wear.
8. Verify the ultimate vacuum of the pump.
9. Lubricate the pump motor bearings.
10. Verify the operation of the gas ballast.
11. Clean the condenser coil on the Purifier Purge.
12. Verify proper operation of the Purifier Purge.
13. Inspect control panel for cleanliness.
14. Inspect wiring and connections for tightness and signs of overheating and discoloration.
15. Test the refrigerant pump setpoint and low temperature cutout. Record setting.
16. Test crystal guard thermistor. Record setting.
17. Test high temperature safety device. Record setting.
18. Test high leaving water temperature thermistor. Record setting.
19. Inspect wiring and connections for tightness and signs of overheating and discoloration.
20. Check contactors for free and smooth operation.
21. Check condition of contacts for wear and pitting.
22. Meg pump motors and record readings.
23. Provide a written report of completed work, operating log and indicate any uncorrected deficiencies detected.

Note: Absorber and condenser tube cleaning is not included.



**V. SPRING START-UP INSPECTION (Absorbers) to include: (Estimated hours 24)**

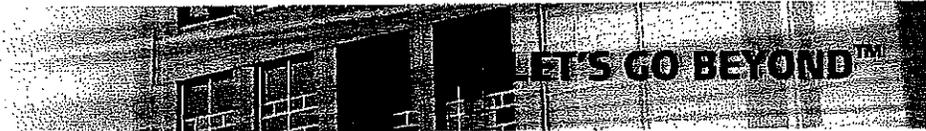
1. Verify full water systems, including the cooling tower, condenser and evaporator.
2. Verify clean cooling tower and strainers.
3. Start the chilled water and condenser water pumps.
4. Flush vacuum pump with vacuum pump oil to remove moisture.
5. Test all flow-proving devices in the condenser water and chilled water circuits.
6. Verify the flow rates through the condenser and evaporator.
7. Start the chiller.
8. Verify the operation of all timing devices.
9. Pull lithium bromide and refrigerant water sample for chemical analysis.
10. Check salt content of the refrigerant water.
11. Test for non-condensables and hydrogen gas.
12. Check the setpoint and sensitivity of the chilled water temperature control device. Verify the operation.
13. Log operating conditions when the system has stabilized.
14. Review operating procedures with operating personnel.
15. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**VI. RUN INSPECTION (Absorber) to include: (Estimated Hours 8)**

1. Check the general condition of the unit.
2. Log the chiller after the unit has stabilized.
3. Check the operation of the purge unit.
4. Check the operation of the control circuit.
5. Check the operation of the motors and starters.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**VII THREE (3) INSPECTIONS (Flo-Pak Pumping Package) to include: (Estimated Hours 24)**

1. Check general condition of the unit.
2. Check operation of control circuit and interfaces.
3. Confirm proper operation between pumping station and heating/cooling equipment.
4. Verify proper operation of Variable Frequency Drives.
5. Calibrate Variable Frequency Drives.
6. Review electrical wiring and starter operation.
7. Inspect contactors for wear and pitting.
8. Review operating procedures with operating personnel.
9. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.



**VIII. SEMI-ANNUAL INSPECTIONS (Tracer Summit System) to include: (Estimated Hours 16)**

**System Review - Tracer Summit**

The Tracer Summit System review is a comprehensive review of the BAS (Building Automation System). It is designed to allow the technician to thoroughly analyze the system operation, generate written reports and recommendations and review with the owner operator.

The Trane BAS Technician will meet with the customer representative and review the system event log and establish corrective actions as appropriate based on the information in the event log. This will include review of all system alarms and help determine the source and reason for the alarm. The Technician will review the graphics for the facility and help identify areas of expansion or areas in need of enhancement. Together with the site representative, they will review the site reports. Recommendations will be made where appropriate to enhance the reports to help the operator top gather more history on the site. This can also be used to review and/or help develop an energy management strategy. By performing a complete System Review, the site personnel can review actual system performance versus the original system design.

**System Review - Chilled Water Systems**

In order to assure effective environmental conditioning while minimizing the cost to operate the equipment, Trane Technicians will review operating sequences and practices for the chiller plant. An initial survey of current equipment operating parameters will be conducted during the cooling season.

The customer will receive a fully trained Trane Technician that will perform the survey and report the performance of the Chiller(s), Cooling Tower(s), and associated pump(s), and how that performance relates to the sequence of operation originally established.

**Building Control Units (BCU) Evaluation**

The Building Controls Unit evaluation allows the Trane technician to check out all aspects of operation of the BCU. Volatile and non-volatile memory capacities will be checked. The wiring trunks of all communication devices listed on the riser diagram will be checked for any errors or communication problems. Transmit and receive activity will be checked to verify proper operation and processor idle time will be recorded.

By performing this service, the Technician will verify that the BCU LED indications are showing proper transmit/receive activity. The wiring trunks of all communication devices as listed on the riser diagrams will be checked for any error codes, and the communications will be verified on all devices. The Volatile and Non-Volatile memory will be checked and recorded, and confirmed that it is not less than 15%. The BCU processor idle time will be checked and recorded.

**Tracer Summit Workstation Evaluation**

The Tracer Summit Workstation evaluation is designed to allow the Trane technician to regularly backup the Tracer Summit database to hard drive and disk ensuring proper database management. Time of day scheduling, dates and time settings etc. will also be checked. The database sync between the BCU panel and Summit workstation will be checked for proper synchronization. The event log will be checked and reviewed with owner and non-critical information will be cleared out.



Since proper database management is a critical process, database backups need to be performed on a routine basis. By verifying the Time of Day Scheduling, clearing out the Event Log of unnecessary information, and performing the database backup to either a 3-1/2 disk or CD if applicable, it will help insure the integrity of the system data. The Technician will also check the database synchronization of the workstation against the site BCU panel. The Technician will check the monitor for clarity, focus and color resolution and clean the exterior surfaces of the monitor. The Technician will also cycle the power to the PC and verify proper system restart, check the system time and date and the hardware status

**Programmable Control Modules (PCM) Evaluation**

The programmable control module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level PCM controller. Input/output and communication status will be checked and critical control points associated with the specific controller will be reviewed. Abnormal operating conditions will be identified and corrective measures will be established as directed by the building owner.

When a Trane Technician performs an analysis on the unit level PCM, the Tech will be able to review the input/output list for any abnormal operating conditions. This will help verify the equipment is being controlled at the appropriate value or control setpoint. The sequence of operation will be checked against original design and verification will be made of all temperature sensing devices that they are responding within acceptable limits. The communication status will be checked on all devices. A complete summary will be made with notations of any uncorrected deficiencies that were not addressed during the initial survey, and any corrective actions that may be necessary.

**Universal Programmable Control Modules (UPCM) Evaluation**

The universal programmable control module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level UPCM controller. Input/output and communication status will be checked and critical control points associated with the specific controller will be reviewed. Abnormal operating conditions will be identified and corrective measures will be established as directed by the building owner

When a Trane Technician performs an analysis on the unit level UPCM, the Tech will be able to review the input/output list for any abnormal operating conditions. This will help verify the equipment is being controlled at the appropriate value or control setpoint. The sequence of operation will be checked against original design and verification will be made of all temperature sensing devices that they are responding within acceptable limits. The communication status will be checked on all devices. A complete summary will be made with notations of any uncorrected deficiencies that were not addressed during the initial survey, and any corrective actions that may be necessary.

The Temperature Control Module and Terminal Unit Control Module evaluation is designed to allow the Trane technician to perform a comprehensive analysis of the unit level controller. Communication status will be checked and critical control points associated with the specific.



## PRICING

Department of Corrections  
SCI Fayette  
50 Overlook Drive  
LaBelle, PA 15450

Site Address:  
SCI Fayette  
50 Overlook Drive  
LaBelle, PA 15433

### Pricing

Hourly Rate:

#### CHILLERS

- Regular Time (M-F, 7:00am to 4:00pm) - \$140.00 per hour
- Overtime - \$210.00 per hour
- Holidays - \$280.00 per hour

#### BAS

- Regular Time (M-F, 7:00am to 4:00pm) - \$159.00 per hour
- Overtime - \$238.50 per hour
- Holidays - \$318.00 per hour

Estimate Material Price:

- \$5,500.00

**Note:** All work will be invoiced on a time and material basis as services are provided

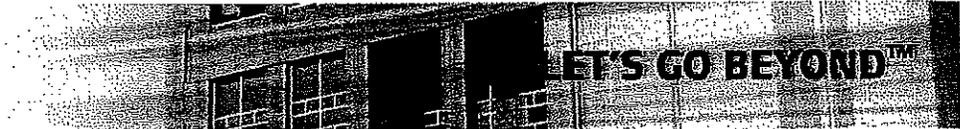
### Term

The Initial Term of this Service Agreement is **1 year, beginning July 1, 2020 and expiring June 30, 2021**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be either reached by telephone at (412) 747-4544 or by direct mail addressed to: 400 Business Center Dr. Pittsburgh, PA 15205.

Submitted by

Joe Burgunder  
Account Manager



**NOTE:** Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water 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, water damage, improper operation, unauthorized alteration of Covered 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 Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered 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 overhaul and refurbishing of the Covered 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. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) 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.



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## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

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 counter-offer 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 counter-offer 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 their 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



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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 Trane. 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 contemporaneous 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; and 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 Trane; 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 are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **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, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

**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 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 CONTAMINATES 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.

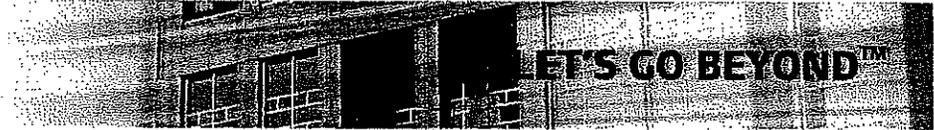
**13. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and 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.

**14. 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.

**15. 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, or the public enemy; flood; earthquake; lightning; 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.

**16. 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.

**17. 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.

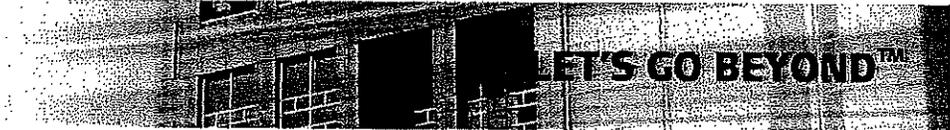
If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a 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.

**18. 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 80-1 through 80-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 80-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 80-250 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.

**19. 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; 52.222-36; 52.222-38; 52.222-39; 52.247-84. 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.

**20. 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 of 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.

1-28.130-7 (0919)  
Supersedes 1-28.130-7 (0415)



## 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.

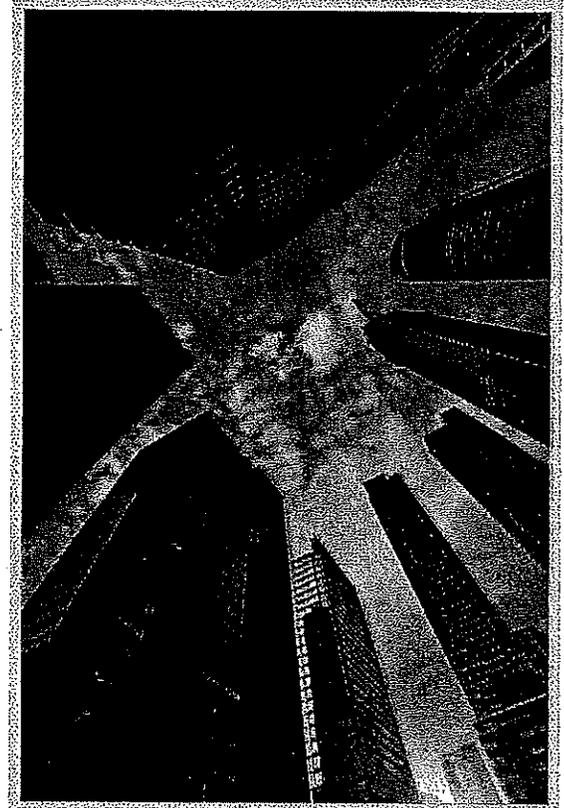
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

### 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