



1617 Hutton Drive
 Carrollton, Texas USA 75006
 Phone: 469.758.3000

Prepared For

Duncanville ISD

Attention

Joe Peterka

Site

Duncanville High School

Project

Section H HVAC Replacements- 42 Rooftop Packaged Units

Buy Board Contract

720-23

Account Executive

Colby White

Shipping

Freight Allowed and Prepaid

Terms

Net 30 Days-1% Discount Net 10

CRM Number

7743603

Scope Description of Services for High School Phase II:

1. Trane will furnish and install (F&I) Forty-Two (42) new Roof Top Units (RTU).
2. Trane will furnish and install (F&I) Eighteen (18) curb adapters as required for each individual equipment situation.
3. It is Trane's goal to hoist the HVAC equipment using a helicopter.
4. Trane will F&I the code required 120V housekeeping outlets.
5. Trane will reutilize existing condensate drain piping or F&I the required condensate drain piping where it does not exist today. It will be furnished as schedule 80 per Duncanville ISD request.
6. Trane will perform the following for Forty-Two (42) new RTU units.
 - a. Necessary disconnection and reconnection of the electrical
 - b. F&I new electrical disconnects
 - c. Remove and reinstall interlock wiring from the existing smoke detectors to the unit power. **Trane assumes the smoke detectors are functioning correctly. Verification or testing of smoke detectors operation after equipment replacement is responsibility of the Customer and is specifically excluded from this proposal.**
 - d. Haul off and dispose of old RTU units in accordance with established EPA guidelines.
7. After discussions with James Fluker of Century Fire Alarm, the smoke detectors are in the supply ductwork and therefore will not require removal and replacement.
8. Trane will perform the following tasks related to the project:
 - a. Receive shipment of equipment and curb adapters at the crane yard
 - b. Verify equipment is not damaged and that the quantity is correct
 - c. Provide crane, rigging and delivery new RTU's and curb adapter to the jobsite
 - d. Prep all equipment being replaced
 - e. Remove and set all RTU's with a Crane
 - f. Transition of all Electrical, Gas Lines, Condensate Lines, Ductwork for side discharge units to the new RTU's
 - g. Provide all necessary materials, hardware, and pipe stands
 - h. Provide new Fused Disconnects, Fuses and Surge Protection Devices for each new RTU being installed
 - i. Startup of new RTU's
 - j. Provide dumpster for all jobsite debris
 - k. Pull all necessary permits
 - l. Coordinate and schedule inspections

RTU EQUIPMENT LIST Section H: 42 RTU's:**Tag Data - 13TC (Qty: 2)**

Item	Tag(s)	Qty	Description	Model Number
A1	C1087 Curb Adapter	1	2-5 ton Pkgd. Cooling Rooftop Convert. R	5TCC4024*1
A2	A1029, Curb Adapter	1	2-5 ton Pkgd. Cooling Rooftop Convert. R	5TCC4030*1

Product Data - 13TC**All Units**

R-454B Pkg cooling 14 SEER
 208-230/1/60
 Single power entry kit (Field Installed)
 1-2" Filter frame (Field Installed)
 Hinged filter access door (Field Installed)
 0-100% Mod. economizer w.Bar. relief (Field Installed)
 Crankcase heater (Field Installed)
 Evaporator defrost control (Field Installed)
 Low ambient control kit (Field Installed)
 Lifting lug kit (Field Installed)
 1st Year Labor
 5 Year Parts Warranty
 10 Year Heat Exchanger Warranty

Item: A1 Qty: 1 Tag(s): C1087

2 Ton
 3.76/5.0kw (208/240/1) (Field Installed)

Item: A2 Qty: 1 Tag(s): A1029

2.5 Ton
 6.0/8.0 kw (208/240/1) (Field Installed)

Tag Data - 13YC (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
B1	A1001, Curb Adapter A1027, Curb Adapter	2	2-5 ton Pkgd. Gas/Elec. Rooftop Convert.	5YCC4024*160
B2	C1079, Curb Adapter	1	2-5 ton Pkgd. Gas/Elec. Rooftop Convert.	5YCC4030*170

Product Data - 13YC**All Units**

R-454B, pkg gas/elec 14 SEER
 208-230/1
 1-2" Filter frame (Field Installed)
 Hinged Filter Access Door (Field Installed)
 0-100% Mod. economizer w/bar. relief (Field Installed)
 Evaporator defrost control (Field Installed)
 Low ambient control (Field Installed)
 Lifting lug kit (Field Installed)
 10 yr heat exchanger warranty
 5 Year Parts Warranty
 1st yr Labor warranty whole unit

Item: B1 Qty: 2 Tag(s): A1001, A1027

2 Tons 14 SEER
 60,000 Btu/h

Item: B2 Qty: 1 Tag(s): C1079

2.5 Tons 14 SEER
 70,000 Btu/h

Tag Data - 3 - 25 Ton PKGD Precedent Unitary Rooftop (Qty: 37)

Item	Tag(s)	Qty	Description	Model Number
C1	A1005, A1034B, A1080A, A1080B, A1105, A1120A, A1120B, C1078A	8	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4S0M**F0A00001
C2	A1082A	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK072A4S0M**F0A00001
C3	A1018A	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK240A4S0M**F0A00001
C4	A1018B	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK180A4S0M**F0A00001
C5	A1034A	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK120A4S0M**F0A00001
C6	B1250C, Curb Adapter B1250B, Curb Adapter	2	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK150A4S0M**F0A00001
C7	A1056, Curb Adapter A1074, A1082B, A1109, Curb Adapter C1078B, Curb Adapter C1082	6	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK060A4S0M**F0A00001
C8	A1003, A1088	2	6- 25 Ton PKGD Precedent Unitary Rooftop	TSK036A4S0E**F0A00001
C9	A1002, A1095, A1098, Curb Adapter A1110, Curb Adapter C1085, A1058, Curb Adapter A1054	7	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK048A4S0M**F0A00001
C10	A1013, A1057, Curb Adapter A1097, Curb Adapter A1108, A1071, A1115, Curb Adapter A1060, Curb Adapter A1059, Curb Adapter	8	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK036A4S0M**F0A00001

Product Data - 3 - 25 Ton PKGD Precedent Unitary Rooftop**All Units**

Standard Efficiency
 R-454B Refrigerant
 460/60/3
 Symbio 700
 10 yr heat exchanger warranty
 5 Year Parts Warranty
 1st yr Labor warranty whole unit

Item: C1 Qty: 8 Tag(s): A1005, A1034B, A1080A, A1080B, A1105, A1120A, A1120B, C1078A

DX Cooling / Gas Heat
7.5 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C2 Qty: 1 Tag(s): A1082A

DX Cooling / Gas Heat
6 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C3 Qty: 1 Tag(s): A1018A

DX Cooling / Gas Heat
20 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C4 Qty: 1 Tag(s): A1018B

DX Cooling / Gas Heat
15 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C5 Qty: 1 Tag(s): A1034A

DX Cooling / Gas Heat
10 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C6 Qty: 2 Tag(s): B1250C, B1250B

DX Cooling / Gas Heat
12.5 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C7 Qty: 6 Tag(s): A1056, A1074, A1082B, A1109, C1078B, C1082

DX Cooling / Gas Heat
5 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C8 Qty: 2 Tag(s): A1003, A1088

DX Cooling
3 Ton
12 kW Electric Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C9 Qty: 7 Tag(s): A1002, A1095, A1098, A1110, C1085, A1058, A1054

DX Cooling / Gas Heat
4 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

Item: C10 Qty: 8 Tag(s): A1013, A1057, A1097, A1108, A1071, A1115, A1060, A1059

DX Cooling / Gas Heat
3 Ton
Medium Gas Heat
Economizer, Reference Enthalpy with Barometric Relief
Hinged Access Panels
Advanced Controls and BACnet BAS
10 yr heat exchanger warranty
5 Year Parts Warranty
1st yr Labor warranty whole unit

NOTES & CLARIFICATIONS:**Inclusions:**

1. Trane shall provide all necessary supervision, labor, insurances, material and ancillary equipment to ensure a complete installation for the system retrofits as described for this project.
2. Trane will take precautions due to the nature of the work activities being performed to protect adjacent surfaces, floors, walls, desks, etc.
3. All work sequences to be in compliance and coordination with facilities staff member, department heads and supervisors.
4. Trane will provide and maintain a schedule of the project throughout the duration of the work.
5. Trane shall provide operation and maintenance manuals to reflect the completed work at the conclusion of the work
6. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
7. Trane shall comply with applicable state and local building codes when performing the work on this project.
8. Trane will coordinate with those code authorities that have jurisdiction for permitting inspections and final acceptance.
9. Trane shall comply with OSHA regulations when performing work on the project.
10. Trane will conduct weekly progress meetings with the customer to facilitate communication and coordination of the work with the customer facilities staff.
11. Trane will maintain meeting minutes for these weekly meeting to ensure effective communication between all parties to the project.
12. Trane shall comply with manufacturer's guidelines when performing equipment installation.
13. Trane shall coordinate between the mechanical contractor and electrical contractor to ensure the correct electrical service to all electrically-powered mechanical equipment.
14. Trane will provide necessary hoisting as required for the scope of services.
15. Customer agrees to perform the removal of unnecessary stored materials from the mechanical & electrical rooms where work is to be performed, in advance of the work performed by Trane under this agreement.
16. Customer agrees to perform the removal and or relocation of furnishings from the offices, classrooms, labs or other occupied spaces where work is to be performed, in advance of the work to be performed by Trane's coordinated work schedule under this agreement, on an ongoing basis.
17. Trane to perform the removal of existing Building Automation System for the units being replaced as part of the separate controls project. Work is to be performed, in advance of the work to be performed by Trane's coordinated work schedule under this agreement, on an ongoing basis.
18. Trane to perform the reinstallation of the Building Automation System as part of the separate controls project on the new RTU's as necessary once the new equipment installation is complete and verified operational. All high and low voltage wiring, providing, installation or mounting of unit controls or field devices system startup, commissioning and checkout of BAS system as part of a separate Trane Controls Project.
19. BACNet interface cards are included on New RTU Equipment.
20. Customer agrees to the relocation or temporary reassignment of staff or classroom assignments to allow for certain mutually agreed work activities.
21. The customer facilities will maintain normal operating conditions and working hours during the course of the work.
22. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled or improved facilities during the remaining period of construction.
 - a. This implies a formal process of walking the enhanced, upgraded, remodeled or improved facilities. Identification of deficient items, jointly creating a punch list, Trane making the remedy of those punch list items prior to acceptance by the customer.
 - b. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
 - c. Trane commits to providing a detailed warranty matrix at the conclusion of the project to ensure that all parties are in agreement on the warranty dates for different work items within different buildings.
23. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.

24. Trane will ensure that obvious defects in the work or work that does not meet the standards of acceptable construction practice will be remedied prior to final acceptance of the project.
25. Trane will require all construction staff working on the customer premises to wear the proper personal protective equipment (PPE) including but not limited to hardhats, safety glasses, reflective safety vests with the company name, gloves, protective footwear, hearing protection, etc. as appropriate for the work being performed.
26. Because customer must maintain normal operations; parking, material staging and clean-up will be a constraint. Parking spaces and material staging areas will be identified for Trane contractor parking and parking permits will be issued to Trane for contractor parking.
27. Trane is responsible for daily clean-up and disposal of construction debris, packaging materials, pallets, personal trash or other trash. This construction activity generated trash will be placed in a dumpster provided by Trane.
28. No construction debris will be placed in Customer receptacles or containers.
29. Eating, consuming fluids, or smoking will only be allowed in areas designated by customer.
30. Contractor & Subcontractor employees will not be permitted to smoke, eat or consume fluids in the work zones.
31. Trane will require participation in a weekly safety meeting from all active subcontractors on the site for each week they are performing work on the site.
32. Does not include anything not specifically detailed within this proposal
33. Proposal does not include day to day work with Third Party Commissioning Agent
34. Control wiring will be run in plenum rated cable in concealed but accessible areas. EMT conduit will be used in exposed areas.
35. Customer to make provisions for a material laydown area close to the project site for contractor material staging. Fencing to protect this laydown area is the responsibility of Trane.

Exclusions & Clarifications:

1. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
2. Temporary heating, cooling or electrical power generation equipment or installation is excluded.
3. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Building Automation Systems, Ethernet cabling, IT networking or Wi-Fi systems, routers, or other systems not specifically part of this installation are excluded.
4. Replacement of floor covering is excluded.
5. Replacement of ceiling systems or ceiling materials outside of the area impacted by this agreement.
6. Trane excludes bringing existing non-compliant code issues up to current codes unless specifically related to the equipment or materials being installed under this agreement.
7. Fire/fire-smoke/control dampers and smoke detectors, including associated wiring, are not included unless otherwise detailed within proposal
8. Does not include anything not specifically detailed within this proposal
9. Proposal does not include day to day work with Third-Party Commissioning Agent
10. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
11. Trane excludes the integration and associated wiring of Fire / fire-smoke/ control dampers and smoke detectors unless specifically defined within this scope of services.
12. Trane excludes the integration of addressable fire alarm devices into an existing or new fire alarm control panel (FACP). Trane believes all necessary devices are already integrated into the FACP.
13. After discussions with James Fluker of Century Fire Alarm, the smoke detectors are apparently located in the supply ductwork and therefore will not require removal, replacement or re-integration into the FACP, therefore Trane is excluding the removal, replacement, or re-integration of these devices. Upon discovery of difference from this anticipated condition, DISD will be advised and the cost associated with this discovery will be funded from Owner's contingency.
14. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work. Trane is proposing to re-use existing devices.
15. Trane excludes the repair, replacement or rebuilding of customer equipment that is not identified in the equipment lists provided in this document.

16. Trane excludes the removal, remediation or handling of hazardous or contaminated soils, paints, coatings, adhesives or other materials as part of this program of work. If suspicious materials are discovered, they will be identified and presented to the customer representative for testing.
17. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
18. The cost to provide temporary cooling, heating or power for the execution of this work or during the execution of this work is excluded
19. Trane excludes any work related to existing BAS systems of any areas not associated with the above listed areas, devices, wiring, conduit or other appurtenances necessary for the system to function as part of this agreement.
20. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
21. There is no Guarantees for energy, operational, or other savings
22. Trane excludes a Bid Bond for the work.
23. Trane excludes the remediation design and/or construction for any structural modifications.
24. Trane excludes increases in commodity pricing that may impact the cost of the equipment or materials for the work. The current commodity pricing changes have been volatile, and we are unable to assess their future impact.
 - a. The proposal is valid 30 days from the date of the Proposal. Beyond 30 days additional commodity impact adjustments maybe required for the final proposal amount.
25. The following professional services are excluded from this package of work:
 - a. Arc Flash and Coordination Studies.
 - b. Accessibility assessment/review.
 - c. Equipment hookup plans.
 - d. Structural design.
 - e. Architectural design.
 - f. Civil Design.
 - g. IT/Telecom system design.
 - h. LEED certification/assessment.
 - i. Energy modeling and payback analysis.
26. Trane excludes the special filter frames. Customer to coordinate filters with Joe Fly Company.
27. Trane excludes new controls. Customer will select a 3rd party vendor for any new controls, which lies outside of this contract.
28. Participation in OCIOP or CCIP Insurance Programs
29. Davis Bacon Prevailing wages not included.

PRICE FOR HVAC REPLACEMENTS:

Buy Board Pre-arranged / Pre-approved Total Price:.....\$ 946,707.00
(Nine Hundred Forty-Six Thousand, Seven Hundred and Seven dollars)

Thank you for allowing us this opportunity. If you have any questions concerning the scope of work, the solutions we have offered or anything else, please call.

Sincerely,

Colby White
Account Executive

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions 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 commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work 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 Work rendered by Company to the date of cancellation.

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. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. 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.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for 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.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, 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 Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area 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 Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be 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 Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

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

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed 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 waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. 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 the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the 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 subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions 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, or its

right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

26. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

27. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

28. U.S. Government Work.

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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

29. 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.

30. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0325)
Supersedes 1-26.251-10(0225)