OKEMOS PUBLIC SCHOOLS (“District”)

Comprehensive, Guaranteed Savings Energy Conservation Program

Request for Proposals

Submitted: February 19, 2025 by Trane U.S. Inc.

TRANE TECHNOLOGIES

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1. Cover Letter

Cover letters shall not exceed 2 pages. Please provide names and telephone numbers of persons authorized to provide any clarification required and a statement accepting the terms of the solicitation.

February 19th, 2025

Brian Lieber & Allison Duncan
OKEMOS PUBLIC SCHOOLS
4406 Okemos Road
Okemos, Michigan 48864

RE: RFP for Comprehensive, Guaranteed Savings Energy Conservation Program

Dear Brian, Allison and Selection Committee:

The Trane team appreciates the opportunity to present this proposal to OKEMOS PUBLIC SCHOOLS ("District") for a Guaranteed Energy Savings Performance Contract. You have taken an important step in providing your student community the best possible learning environment as well as initiating long-term sustainability for the District at large.

Our proposal demonstrates that Trane is the right partner to implement this important project. Our highly experienced local team with strong backing of a global $17-billion corporation is standing at the ready to support your bold initiative.

Names of People Authorized to Provide Clarification	Telephone Number
Ms. Gwen Pettit, Senior Project Account Executive	(313) 348-2205
Ms. Courtney Ballard, Senior Corporate Counsel	(980) 483-7492

Trane hereby **accepts** the terms of this solicitation.

Genuinely,

Gwen Pettit

Gwen Pettit
Senior Project Account Executive and Comprehensive Solutions Partner
(313) 348-2205
Gwen.Pettit@Trane.com

2. Executive Summary

Executive summary shall not exceed 2 pages. Responses shall include a summary overview of the Bidder's qualifications, approach, and other pertinent information. Additionally, please list the following:

- Listing of Base Bid based on the Owner's proposed scope of work, as well as any voluntary Alternate Bids
- Project Cost
- Potential Energy Savings for the Base Bid and any voluntary Alternate Bid, respectively
- Finance Term

During the past eight months, Trane has built a trusted partnership with OKEMOS PUBLIC SCHOOLS and invested in the community at large. We have worked in a transparent and collaborative way with your administration team and spent numerous hours analyzing utility data, walking buildings, and interviewing District employees. The result is a proposed Scope of Work and partnership that will be sustainable for years to come.

Summary Overview of Trane's Qualifications and Approach

- **Team:** Trane has over 700 professionals who reside in the Great Lakes Region, and 265 of whom are based in Michigan. We serve our customers from our four (4) locations across the state: Detroit, Flint, Lansing, and Grand Rapids, and serve OKEMOS PUBLIC SCHOOLS from our closest office in Lansing.
- OKEMOS PUBLIC SCHOOLS will be supported by our **Lansing** service team with backup from our branch in **Flint**. With hundreds of years of experience, ranging from journeymen to senior developers, technicians, and project managers, we have the ability to maintain and repair nearly every manufacturer's equipment in the industry.
- **Energy Conservation Measurement**: With the District's support, we have provided a scope of work that will lower your energy and operational cost, improve your indoor air quality, and improve your learning environment for the long-term. Our selected measures in **Section 5 – Project Scope** describe the building upgrades as well as the financial benefits of the improvements that will be measured and verified. These measures include:
  - Ensemble Energy Management System
  - Direct Digital Controls
  - Rooftop Units (8)
- **Schedule:** We expect to complete your project in fifteen (15) months, from the time we receive the green light to proceed until all energy-efficient upgrades are installed and commissioned.
- **Warranties:** Trane provides a standard one-year warranty on parts and labor. Specific equipment warranties are summarized, as well as how corrections will be made if faulty workmanship becomes an issue.
- **Training Programs:** We have presented specific and optional training for the District's consideration. We stand ready to help your operations' staff increase their technical abilities to maintain the new equipment in the most cost-effective manner. Trane confirms that the training — specific to the equipment to be installed as per this proposal — will be **at no cost to the District.**

Based on our team's preliminary analysis of the District's buildings, utility consumption profile, and site visits, we expect to deliver the following outcomes:

	Base Bid
Project Cost	$3,505,162
Potential Annual Energy Savings	$23,152
Finance Term	20 years

3. Background and Experience

A. Firm Profile

Firm name

Trane U.S. Inc.

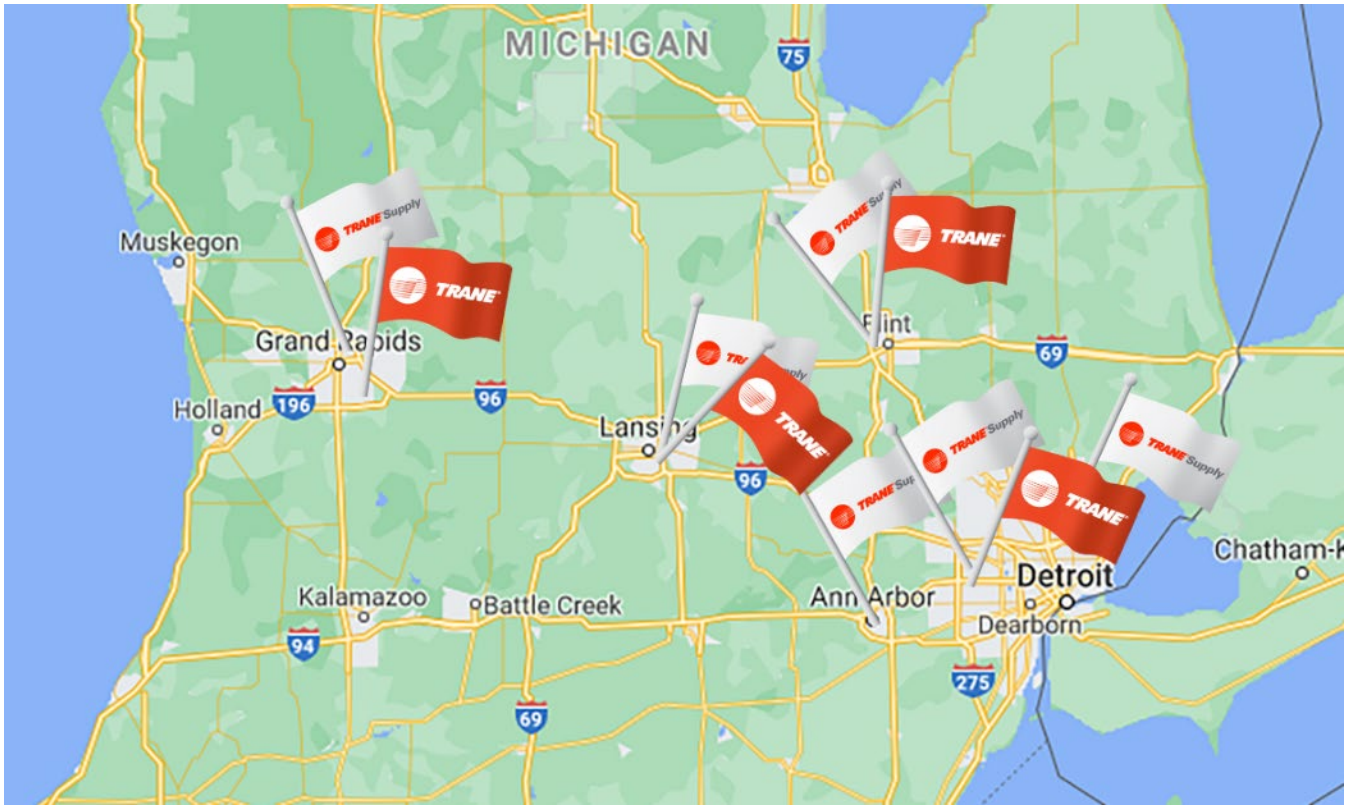
Federal Employer Identification Number

25-0900465

Corporate office address

Trane U.S. Inc. Headquarters
800-E Beaty Street, Davidson, NC 28036
Phone: (704) 655-4000

Local office address, distances from the District, number of employees based out of each location, and capabilities.



Lansing
3350 Pine Tree Road
Lansing, Michigan 48911
(844) 501-2590
6 miles from District

Flint
5335 Hill 23 Drive
Flint, Michigan 48507
(810) 767-7800
48 miles from District

Trane Great Lakes Region: 700 Professionals at Your Service

Local Presence

265 full-time employees in Michigan who live in the area

700 full-time employees in the Great Lakes Region

12,600 full-time employees in U.S.

Trane has 700 professionals who reside in the Great Lakes Region, 265 of whom are based in Michigan. We serve the state through offices in Detroit, Flint, Lansing, and Grand Rapids.

Trane has worked with Michigan building owners, facility managers, developers, architects, engineers, and contractors to provide sustainable, comprehensive building solutions for our customers.

The District will be supported by our Toledo service team who can promptly respond to any request backed by our branch in Detroit as well. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess decades of HVAC industry experience. **Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.**

Our local team also has the expertise to perform system upgrades and replacements, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane's local offices have dedicated professionals in each of the following areas:

- **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
- **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
- **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
- **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
- **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
- **Training:** Fully equipped training facilities for seminars and training on industry issues and technical information critical to your operation.

Names and titles of two (2) contact people within the firm: one for questions regarding this submission and one with responsibility for contract negotiations.

Ms. Gwen Pettit
Sr. Project Account Executive
(313) 348-2205
Gwen.Pettit@Trane.com

Ms. Courtney L. Ballard
Senior Corporate Counsel, Energy Services
(980) 483-7492
Courtney.Ballard@tranetechnologies.com

• Year firm was established and current financial condition.

Trane was founded in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Trane is a wholly owned subsidiary of Trane Technologies (NYSE: TT), a global climate innovator.

Trane Technologies is a $17.7B company public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

• Number of years the firm has provided energy efficiency services and general capabilities regarding these services.

Improving Energy Efficiency

Simply put, using less energy produces less carbon emissions. Trane is an HVAC equipment manufacturer, building automation and controls provider, and an energy services company. We know there are many ways to help improve any building's energy intensity and costs.

Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed over $3.6 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**.

Trane has been involved in energy performance contracting since 1995. Our accreditations and memberships include:

- DOE Qualified List of Energy Service Companies
- Accredited NAESCO ESP and ESCO.
- DOE IDIQ ESPC Energy Service Companies, Contract: DE-EE0008048
- U.S. General Services Administration (GSA) Federal Supply Schedule Multiple Award Schedule (MAS) contracts holder, Contract: 47QSWA20D002A. GSA Contract holder with $335M+ awards helping agencies meet their mission for more than 20 years.
- ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)
- ASHRAE: **Trane's Mick Schwedler, P.E., Fellow ASHRAE, LEED AP, was the 2021-2022 President of ASHRAE**
- ASME (American Society of Mechanical Engineers)
- AEE (Association of Energy Engineers)
- ASHE (American Society for Health Care Engineering)
- BOMA (Building Owners and Managers Association)
- IFMA (International Facility Management Association),
- **U.S. Green Building Council education provider**
- **U.S. Environmental Protection Agency's Climate Leaders program**

Lines of Business: Trane Services

Trane's Energy Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

Sustainability and Decarbonization

Sustainability and Decarbonization A proven approach that matches the power of our experts with your building data to develop a holistic solution that balances financial, operational, and regulatory variables to deliver the outcomes that matter most to your organization.

Trane can help you balance efficiency, electrification, and on-site power generation options and provide greater potential for: Increased property values, increased comfort, and productivity, enhanced environmental responsibility, regulatory compliance, cost reduction, and long-term financial stability. Our four pillars include:

- **Distributed Energy Resources (DERs) for Resilience** Develop a comprehensive strategy incorporating the optimal DERs to meet your requirements and goals.
- **Conservation & Optimization** Optimize and conserve power and water use should be one of the first considerations for any sustainability program. Our qualifications include:
  - NAESCO Accredited Energy Services Company (ESCO) since 2004
  - **Executed over $3.6 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**.

- Commercial/State & Local/K-12/Higher Education vertical markets
- Qualified DOE ESCO since 1999 and has **implemented Federal ESPCs** for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.

- Trane's Renewable Energy and Power Solutions team is highly skilled at designing and implementing renewable energy technologies that can protect your organization against fluctuating fossil fuel prices. These include solar photovoltaic, solar thermal, cogeneration systems, geothermal heat pumps, biomass, biogas, and wind power technologies. Representative projects include:

Solar PV	Solar HW Heating	Geothermal Heat Pumps
Flushing Public Schools Dighton-Rehoboth RSD Virginia DGS W. Chicago Park District	Knox County Gov't Florida Atlantic University University of Central MO Pinion USD	**Lansing Public Schools** **Monroe County CC** **Allendale Schools** **State of Michigan** **Lake Michigan College** Naval Air Station Oceana Charleston AFB
Biomass Heating Plants	**Cogeneration**	**Thermal Energy Storage**
University of Maine Univ. of Maine Machias Dighton-Rehoboth RSD	**State of Michigan** **Munson Hospital** Fort Knox	**State of Michigan Central Plant** **East Lansing Schools** **Saginaw St. Office Bldg.** **South Haven Schools** **GVSU**

- **Financing & Implementation** As a single-source partner, Trane can help you make sense of your financing and contracting options to determine the best way to achieve your infrastructure and carbon reduction initiatives. Trane's dedicated Financing Group has expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Offerings include:
  - **Energy Savings Performance Contracting (ESPC)** Fund facility upgrades and deferred maintenance needs—or achieve sustainability and decarbonization goals—using guaranteed energy savings.
  - An ESPC can combat capital budget constraints and accelerate facility improvements. Trane ESPCs are already delivering more than $1 billion in guaranteed savings to customers—including schools, hospitals, and government operations.

- Trane is accredited by the **National Association of Energy Services Companies (NAESCO) as an Energy Services Provider (ESP),** a **U.S. Department of Energy (DOE)-qualified Energy Services Company (ESCO)** and a **Canadian Federal Buildings Initiative qualified bidder.**
- **Monitoring & Validation** Baselining energy usage and greenhouse using a data-driven approach to confirm energy performance and efficiency so you can understand its impact on your bottom line and sustainability.
- **Cooperative Purchasing Programs** that maximize buying power. Many of our educational and government clients access our broad portfolio of energy-efficient heating, ventilating and air conditioning systems, building, contracting and energy services, parts support and advanced controls via our **OMNIA Partners** contract.

- **Infrastructure Renewal** System and facility infrastructure upgrades to address aging systems, deferred maintenance, and unreliable infrastructure so you can operational and occupant goals.
  - Intelligent tools to monitor, track, predict, and optimize building operations.
  - Software-driven energy load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices.

Operate, Maintain, and Repair

- **Connectivity and Cloud Services** Secure and scalable solutions via Trane's building optimization tools that reduce operating costs and improve comfort and efficiency.
  - **Trane® Autonomous Control powered by BrainBox AI®** Use the power of AI to optimize your system performance. Trane Autonomous Control works 2/47 to optimize your building to drive efficiency and carbon reduction without sacrificing comfort.
  - **Trane Connect** Cloud-based client portal offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance.
  - **Tracer Ensemble Building Management System** Web-based building management system eliminates the complexity of managing multiple building systems across multiple sites.
  - **Cybersecurity** BAS industry experts offering practical best practices for designing, installing, and maintaining secure BAS systems. Our best practices include isolation, secure access, and operation and maintenance. Download our Best Practice Guide **here.**
- **HVAC System Management**
  - **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
  - **Service Agreements** Customized service approach based on equipment needs and business priorities. Our goals are to extend system life, reduce wear that can drive up energy costs, and ensure proper refrigerant management and documentation.
  - **Start-Up Services** Ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.

- **Extended Warranty** Extended warranties available for purchase before the ship date of applicable equipment and in durations from two months to 25 years, depending on the types of equipment involved. We can help you decide on coverage and length of extended warranty based on your specific needs.
- **Predictive Services** Testing tools, analysis methods, machine learning, and collective knowledge to identify the smallest signs that are the earliest indications of bigger problems.
- **Rental Solutions** 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Provide HVAC service professionals with parts, supplies, and replacement equipment to help them serve their clients via a network of more than 360 locations throughout the United States and Canada.

Upgrade and Modernize

- **Building System Upgrades**
  - Maintain high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- **Upgrading Existing Equipment**
  - Upgrades to make HVAC systems operate more efficiently and environmentally friendly.
  - Evaluate retrofit vs replacement options and develop solutions to provide better return on investment.
  - Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
  - Provide service and support from conception to completion to select the ideal equipment and controls for buildings.
  - Can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. Trane makes recommendations on how to improve building air quality to meet industry guidelines. We can implement an IAQ program and provide ongoing monitoring.

  - Ultraviolent Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.
  - Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
  - Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

• Describe the firm's accreditation by the National Association of Energy Services Companies (NAESCO) and by the Department of Energy (DOE).

NAESCO

Trane first received NAESCO Accreditation in 2004 as an Energy Services Company. In 2020 Trane became one of only 14 **NAESCO Accredited Energy Service Providers**.

The ESP designation is defined as:

"The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

Becky Wacker, Director of Energy Services Sales, Trane Technologies, serves on **NAESCO's Board of Directors**.

Accredited companies demonstrate technical and managerial competence in designing and implementing energy-saving measures, on-site energy generation, and overall facility performance improvements. Accreditation provides assurance of a high-quality provider of energy service work.

Department of Energy

Trane has been a qualified DOE ESCO since 1999 and holds a 2023 Department of Energy (DOE) indefinite-delivery, indefinite-quantity (IDIQ) energy savings performance contract (ESPC).

Trane has managed ESPCs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. This benefits the project because Trane employs ESPC experts that deliver the most complex projects in the world. We share best practices and know how to comply with the most stringent requirements.

• Describe any relationships with manufacturers of equipment, including those manufactured by your firm or listed subcontractors. If your firm is a manufacturer, will the District have a choice in product/equipment selection?

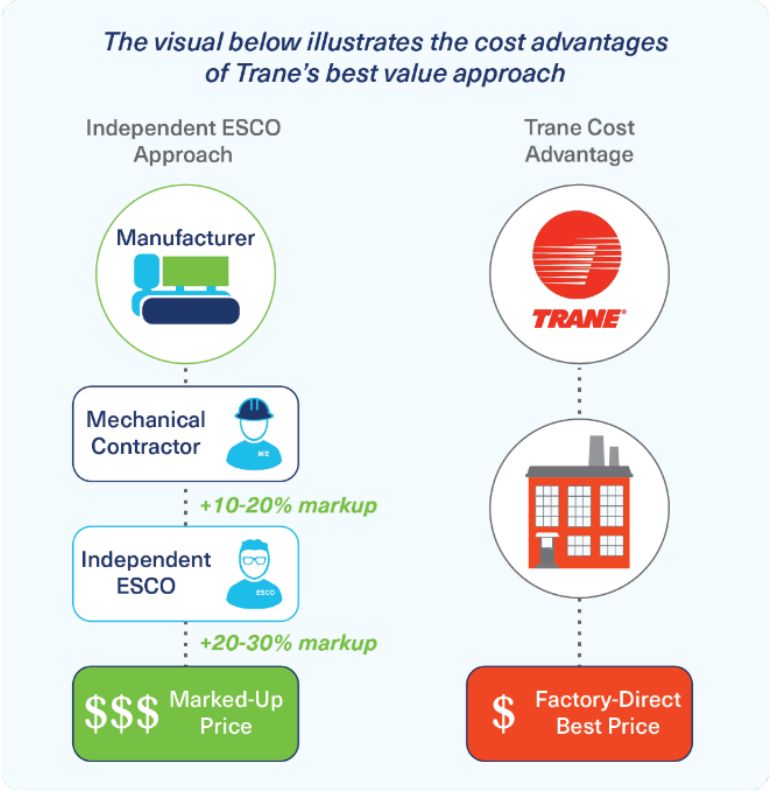
Trane, a subsidiary of Trane Technologies Inc. is a manufacturer of heating, ventilating, and air conditioning (HVAC) systems and building management systems and controls. All major parts and main components are made and assembled in the United States.

American-Made Products

Trane Technologies has 10 manufacturing plants in the United States for HVAC and controls systems, including a facility in Grand Rapids that customizes equipment. All certificates for shipments originating from the U.S. or Canada are processed and issued by the North America Global Trade team in partnership with Sandler & Travis Trade Advisory Services (STTAS).

Vendor-Neutral Manufacturer

Many energy efficiency projects involve the upgrade of heating, ventilating, and air conditioning (HVAC) systems, as well as new building automation systems for more precise control of energy consumption. Trane is a leading manufacturer of both comfort and controls systems. Therefore, we can deliver a significant price advantage over ESCOs that do not manufacture these essential systems. Their pricing includes equipment mark-ups that Trane can avoid.



Although we manufacture these systems, we never insist that they be installed as part of an energy services project. In fact, Trane has installed HVAC systems from these manufacturers, among others: Carrier, Lochinvar, Raypak, Hydrotherm, Energy Logic, Marley/Evapco, Pool Pac and Multistack. We have installed and commissioned controls systems produced by Johnson Controls, Siemens, Tridium Niagara, Automated Logic, Alerton and many others.

Competitive systems will be thoroughly evaluated and the products that offer the District the greatest value will be selected. **All products, equipment and subcontractors involved in this project will be approved by your team before any work commences**.

National Purchasing Power

Trane executes $6 billion of energy, heating, ventilation, air conditioning, and controls projects annually. As a result, we have a large base of contractors, vendors and suppliers offering Trane the best National Buying Power opportunities and National Purchasing Agreements with the largest discounts offered in the market – and these savings are passed along to our customers. These discounts are comparable to those provided to the U.S. Federal Government, which is the biggest volume procurer of Trane's products and services worldwide.

In addition, all non-Trane products and services will be specified to meet the performance contract's design standards. Trane will negotiate similar discounts, and those savings will also be passed along to the District.

These agreements allow Trane to buy these third-party products directly from the manufacturer, thus bypassing mark-ups by wholesalers and distributors. Trane's National Purchasing Agreements include hundreds of vendors and suppliers in the fields of non-Trane controls, non-Trane equipment, variable refrigerant flow systems, ground source heat pumps, lighting, water fixtures, IT servers, vending machine controls, roofing, windows, meters, natural gas conversion technology, etc. These National Purchasing Agreements also include extended warranties for both Trane and non-Trane products.

- Provide payment and performance bonding limits.

Bonding Capacity Letter

Trane can consider single projects up to $100 million within an aggregate limit of $300 million. Trane has the financial stability and bonding power to fully execute this project. A bonding reference letter is provided on the following page.

ZURICH

March 7, 2024

Re: Trane U.S. Inc. – Bonding Capacity

To Whom It May Concern:

Fidelity and Deposit Company of Maryland, a corporation under the laws of the State of Illinois, with an office and place of business located at 1299 Zurich Way, Schaumburg, IL 60196, represents Trane U.S. Inc. for its surety bonding needs. As of the date of this writing, Trane U.S. Inc. remains in good standing with Fidelity and Deposit Company of Maryland, which is affording continued surety credit for bonded obligations with single project sizes up to $100,000,000 within an aggregate bonded surety program of $300,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project but is offered as an indication of Fidelity and Deposit Company of Maryland's past experience and confidence in the firm. Fidelity and Deposit Company of Maryland reserves the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jessica Iannotta, Attorney-in-Fact
Fidelity and Deposit Company of Maryland
A+ (Superior) by A. M. Best Financial Size Category XV

• Provide evidence of insurance coverage in Exhibit F.

Please see our insurance certificate located in **Exhibit F** as requested.

• Provide your firm's annual report, audited financial statements, or equivalent for the most recent, complete year. *Web address accepted.

A copy of Trane Technologies' most recent Consolidated Statements of Earnings is provided below. The complete 2023 annual report, as well as previous reports, are available at **https://investors.tranetechnologies.com/financial-information/annual-reports-and-proxies/default.aspx**

Trane Technologies plc
Consolidated Statements of Earnings
In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2023	2022	2021
Net revenues			
Products	$ 11,975.4	$ 10,930.8	$ 9,498.8
Services	5,702.2	5,060.9	4,637.6
	17,677.6	15,991.7	14,136.4
Costs and expenses			
Cost of products sold	(8,414.2)	(7,935.2)	(6,843.1)
Cost of services sold	(3,406.2)	(3,091.7)	(2,823.7)
Selling and administrative expenses	(2,963.2)	(2,545.9)	(2,446.3)
Operating income	2,894.0	2,418.9	2,023.3
Interest expense	(234.5)	(223.5)	(233.7)
Other income/(expense), net	(92.2)	(23.3)	1.1
Earnings before income taxes	2,567.3	2,172.1	1,790.7
Provision for income taxes	(498.4)	(375.9)	(333.5)
Earnings from continuing operations	2,068.9	1,796.2	1,457.2
Discontinued operations, net of tax	(27.2)	(21.5)	(20.6)
Net earnings	2,041.7	1,774.7	1,436.6
Less: Net earnings from continuing operations attributable to noncontrolling interests	(17.8)	(18.2)	(13.2)
Net earnings attributable to Trane Technologies plc	$ 2,023.9	$ 1,756.5	$ 1,423.4
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	$ 2,051.1	$ 1,778.0	$ 1,444.0
Discontinued operations	(27.2)	(21.5)	(20.6)
Net earnings	$ 2,023.9	$ 1,756.5	$ 1,423.4
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	$ 8.97	$ 7.65	$ 6.05
Discontinued operations	(0.12)	(0.10)	(0.09)
Net earnings	$ 8.85	$ 7.55	$ 5.96
Diluted:			
Continuing operations	$ 8.89	$ 7.57	$ 5.96
Discontinued operations	(0.12)	(0.09)	(0.09)
Net earnings	$ 8.77	$ 7.48	$ 5.87

• Provide a complete list of all projects that in the last 10 years:
  - Have past or pending lawsuits or litigation regarding contract with a customer (list reasons); or
  - Have past "out of court" settlements regarding a contract (list reasons).
  - If any of the above does not apply, please acknowledge that it does not apply.

Trane is a large multi-billion-dollar company and, as such, becomes involved in claims and disputes that arise in the ordinary course of its business. Company-wide compiled data of this scope is not readily available, and this information cannot be accurately ascertained without extensive and burdensome research. However, no such dispute or litigation is likely or expected to adversely affect Trane's ability to perform hereunder.

• Identify whether you qualify for a Michigan-based business preference as stated in MCL 380.1267.

Yes, Trane qualifies for a Michigan-based business preference as stated in MCL 380.1267.

B. Project Team and Support

Provide a list of the personnel to be used on this project, with their specific roles and qualifications.
• Include an organizational chart of the team members assigned to the project.
  - Resumes can be included in the appendix and should state education, experience, local branch address and other pertinent information. Project resumes are to be no more than one (1) page in length.

Project Team Roles and Qualifications

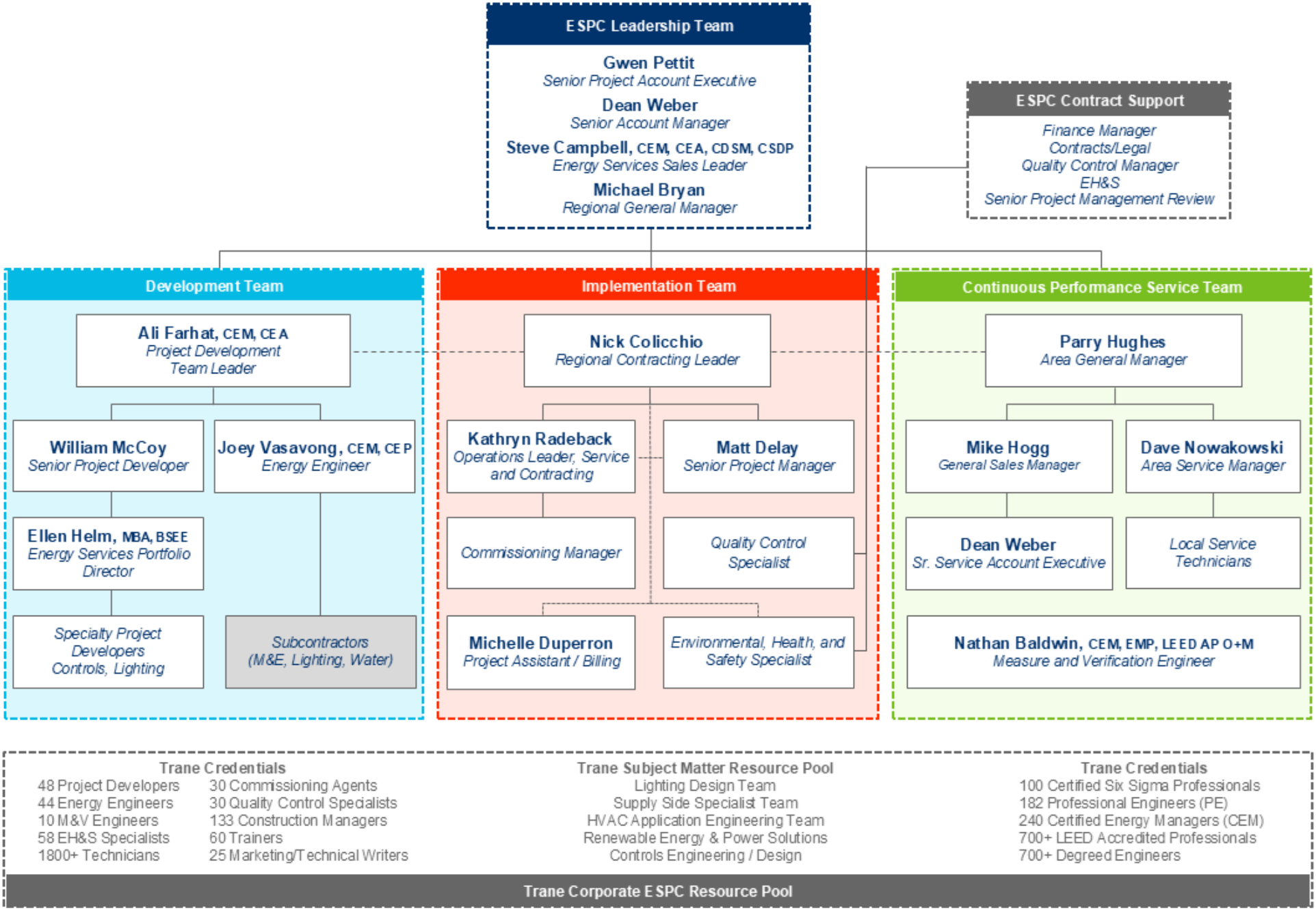
Name	Role	Location	Qualifications
Michael Bryan	Regional General Manager	Cleveland, OH	25 years' experience MBA, UNC Charlotte, Belk College of Business B.S. Aerospace Engineering, Military Studies, Penn State University
Stephen Campbell	Energy Services Sales Leader	Moon Township, PA	30 years' experience MBA, Robert Morris University B.S. Economics, University of Pittsburgh Certified Energy Manager Certified Energy Auditor Certified Demand Side Manager Certified Sustainable Development Professional
Gwen Pettit	Senior Project Account Executive	Detroit, MI	13 years' experience B.A. Education, University of Michigan Experience includes energy services, building automation controls, HVAC, fire, security, electrical, and mechanical services.
Dean Weber	Service Account Manager	Detroit, MI	21 years' experience B.S. in HVAC Engineering, Ferris State University Certified Energy Manager

Name	Role	Location	Qualifications
Ali Farhat	Project Development Team Leader	Detroit, MI	13 years' experience M.S. Mechanical Engineering, University of Toronto B.S. Mechanical Engineering, University of Toronto Certified Energy Manager Certified Energy Auditor
Joey Vasavong	Energy Engineer	Valley View, OH	11 years' experience B.S. Geographic Information Science and Cartography, University at Buffalo
William McCoy	Sr. Project Developer (PD)	Detroit, MI	21 years' experience United States Naval Nuclear Power School, S5G Nuclear Power Plant Operator Emphasis ASHRAE Region XII Technology Award Member ASHRAE Member ASME Electrical Journeyman HVAC-R Journeyman
Ellen Helm	Energy Services Portfolio Director	Crystal Lake, IL	16 years' experience B.S. Electrical Engineering, Valparaiso University MBA, University of Colorado at Denver
Nick Colicchio	Regional Contracting Operations Leader	Cincinnati, OH	22 years' experience B.S. Industrial Engineering, Virginia Tech Lean Six-Sigma Black Belt
Kathryn Radeback	Operations Leader, Service and Contracting	Flint, MI	23 years' experience A.A.S. Business, Mott Community College Business Administration Classes, Ferris State University
Matt Delay	Project Manager	Flint, MI	30 years' experience BS, HVAC Engineering Technologies, Ferris State University
Parry Hughes	Michigan Area General Manager	Detroit, MI	35 years' experience B.S. in Industrial Engineering, Iowa State University Certified Energy Manager (CEM) LEED Accredited Professional (AP)

Name	Role	Location	Qualifications
Dave Nowakowski	Service Operations Manager	Detroit, MI	27 years' experience Associate of Arts and Sciences - AAS, Heating, Air Conditioning, Ventilation and Refrigeration Maintenance Technology/Technician, Macomb Community College Mechanical (Heating/Cooling/Ventilating/ Refrigerating) Contractor, State of Michigan Michigan Mechanical Building Contractor
Nathan Baldwin	Measurement and Verification Engineer	Cleveland, OH	14 years' experience Master's in Renewable and Clean Energy, University of Dayton B.S. in Mechanical Engineering, Miami University Certified Energy Manager (CEM) Energy Management Professional (EMP) LEED AP O+M

Organizational Chart and Resumes

The Organizational Chart as well as Resumes are provided on the following pages.



Gwen Pettit

Senior Project Account Executive and Comprehensive Solutions Partner

Detroit, MI **313-348-2205** **gwen.pettit@trane.com**

EDUCATION AND TRAINING

- B.A. Education, University of Michigan

AREAS OF EXPERTISE

- Performance Contracting
- Energy Services & Solutions
- HVAC Systems
- Building Automation Controls
- Fire
- Security
- Electrical & Mechanical Services
- Federal & State Funding
- Funding Solutions
- Inflation Reductions Act
- STEM Education

PROJECT RESPONSIBILITIES

Gwen is the primary point of contact and client advocate. She communicates the strategic and financial goals of the client to the project team. She works with facility owners and managers to understand their unique challenges and develop customized solutions to address operational and financial needs. She identifies financing strategies, incentive opportunities, and manages contract development. She is responsible for ensuring that all project team members communicate effectively throughout all project phases.

EXPERIENCE

Trane | 6 years (2019–Present)

- Senior Project Account Executive

Siemens | 5 years (2014–2019)

- Building Automation Service Sales

Plymouth-Canton Community Schools | 3 years (2011–2014)

- Technology Education Teacher

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Monroe Intermediate Schools Monroe, MI In Construction $5.4M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Potterville Public Schools | Potterville, MI | ESPC | 2024 | $2.5M
- Morenci Area Schools | Morenci, MI | ESPC | 2023 | $1.8M
- Holt Public Schools | Holt, MI | ESPC | 2023 | $2.9M
- Crestwood Public Schools | Dearborn Heights, MI | ESPC | 2022 | $2.5M
- Alpena Public Schools | Alpena, MI | ESPC | 2022 | $7M
- Ypsilanti Community Schools | Ypsilanti, MI | ESPC | 2022 In Progress| $1.9M

Dean Weber, CEM

Senior Service Account Manager

Lansing, MI **810-217-6242** **dweber@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager

EDUCATION AND TRAINING

- B.S. in HVAC Engineering, Ferris State University

AREAS OF EXPERTISE

- HVAC Systems and Controls
- Building Automation
- Performance Contracting
- Large Turnkey projects
- HVAC Service Agreements

PROJECT RESPONSIBILITIES

Dean will manage all ongoing service and installation needs for the client. He will pull in resources to assist with any Trane Equipment-related questions or issues and will be the main point of contact for all service-related items. He will be responsible for setting up key progress meetings, reviewing reports with the client, and ensuring immediate needs are met.

EXPERIENCE

Trane | 21 years (2002–Present)

- Service Account Manager

REPRESENTATIVE PROJECTS

- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Potterville Public Schools | Potterville, MI | ESPC | In Construction | $2.5M
- Morenci Area Schools | Morenci, MI | ESPC | 2023 | $1.8M
- Holt Public Schools | Holt, MI | ESPC | In Construction | $2.9M
- Alpena Public Schools | Alpena, MI | ESPC | 2022 | $7M
- Flushing Community Schools | Flushing, MI | ESPC | 2021 | $2.9M
- Vassar Public Schools | Vassar, MI | ESPC | 2019 | $1.8M
- Ingham County | Mason, MI | ESPC | 2005 | $1.5M
- Linden School District | Linden, MI | HVAC Upgrade, Intelligent Services and Energy Management | $4M
- Okemos Schools | Okemos, MI | HVAC Upgrades, Intelligent Services and Energy Management | $5.2M
- Mason Public Schools | Mason, MI | Buildings and Indoor Air Quality | $680K
- State of MI | Lansing, MI | HVAC and BAS retrofit | $1.3M

Stephen Campbell CEM, CEA, CDSM, CSDP

Regional Energy Services Sales Leader

Moon Township, PA **412-529-0996** **steve.campbell@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager
- Certified Energy Auditor
- Certified Demand Side Manager
- Certified Sustainable Development Professional

EDUCATION AND TRAINING

- MBA, Robert Morris University
- B.S. Economics, University of Pittsburgh

AREAS OF EXPERTISE

- Performance Contracting
- Energy Auditing
- Building Automation
- Capacity Planning
- Project Management
- Strategic Planning
- Cross-functional Team Leadership

PROJECT RESPONSIBILITIES

Serves as Trane's leadership point of contact for the project. Responsible for Trane's Comprehensive Solutions team in Great Lakes which includes sales, engineering, development, and project performance disciplines. Manages the collaboration between Trane and the various entities to help ensure overall project success.

EXPERIENCE

Trane | 4 years (2021–Present)

- Regional Energy Services Sales Leader

Siemens | 24 years (1997–2021)

- Sales Team Leader

Compressed Air Specialist Company | 2 years (1995–1997)

- Sales Engineer

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- West Depford SD | West Depford, NJ | Non-Guarantee Energy Services | 2024 | $3M
- Central Dauphin SD | Harrisburg, PA | Non-Guarantee Energy Services | 2024 | $25M
- Central Dauphin SD | Harrisburg, PA | Non-Guarantee Energy Services | 2021 | $12.5M
- Gettysburg SD | Gettysburg, PA | Non-Guarantee Energy Services | 2023 | $32M
- Central Greene SD | Waynesburg, PA | ESPC | 2022 | $3.6M
- West Virginia University Phase 3B | Morgantown, WV | ESPC | 2019 | $9.2M
- West Virginia University Phase 3 | Morgantown, WV | ESPC | 2018 | $6.9M
- West Virginia University Phase 2 | Morgantown, WV | ESPC | 2016 | $12.5M
- West Virginia University, Phase 1 | Morgantown, WV | ESPC | 2015 | $7.7M

Michael Bryan, MBA

Regional General Manager, Great Lakes

Cleveland, OH **704-906-0924** **mike.bryan@trane.com**

CERTIFICATIONS, LICENSES

- Lean Six Sigma Black Belt

EDUCATION AND TRAINING

- B.S. Aerospace Engineering, Military Studies, Penn State University
- MBA, UNC Charlotte, Belk College of Business

AREAS OF EXPERTISE

- Strategic Business Planning
- Matrix Management
- Sales Management
- Process Improvement
- Quality Management

PROJECT RESPONSIBILITIES

Michael Bryan oversees the Comprehensive Solutions and Energy Turnkey business in the Great Lakes region.

He is accountable for marketing, sales, business development, and operations for Trane's energy services portfolio and commits broader resources to projects.

EXPERIENCE

Trane | 9 years (2015–Present)

- Regional General Manager – Great Lakes
- General Manager – North and Central Ohio
- Systems Sales Manager – New England

General Scanning Printer Technologies | 3 years (2012–2015)

- Vice President and General Manager
- Director of Operations

Trane (Ingersoll Rand) | 7 years (2005–2012)

- Region Director
- Plant Manager
- Program Manager, Operational Excellence

General Electric | 2 years (2003–2005)

- Supply Chain Black Belt

International Paper | 4 years (1999–2003)

- Manufacturing Manager

Ali Farhat, CEM, CEA

Project Development Team Leader

Detroit, MI **734-884-8459** **alifarhat@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager (CEM)
- Certified Energy Auditor (CEA)
- Association of Energy Engineers Member

EDUCATION AND TRAINING

- M.S. Mechanical Engineering, University of Toronto
- B.S. Mechanical Engineering, University of Toronto

AREAS OF EXPERTISE

- Performance Contracting
- Energy Auditing
- Energy Modeling
- Performance Contracting
- Project Development

PROJECT RESPONSIBILITIES

Ali leads the project design/development team. He leads and oversees the project team and manages the project activities including facility auditing, technical/engineering analysis, economic analysis, and design activities. He prepares and assembles a package of cost-effective ECMs that meet the project financial goals while improving building performance. He works with the Project Manager to prepare and review project costs.

EXPERIENCE

Trane | 13 years (2011–Present)

- Project Development Team Leader (2023-Present)
- Sr. Project Developer/Energy Engineer (2011-2023)

Association of Energy Engineers | 3 years (2022–Present)

- Certified Trainer for Certified Energy Auditor (CEA)
- Certified Trainer for Energy Management Professional (EMP101)

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Monroe Intermediate Schools Monroe, MI In Construction $5.4M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Morenci Area Schools | Morenci, MI | ESPC | 2023 | $1.8M
- Holt Public Schools | Holt, MI | ESPC | In Construction | $2.9M
- Crestwood Public Schools | Dearborn Heights, MI | ESPC | 2022 | $2.5M
- Alpena Public Schools | Alpena, MI | ESPC | 2022 | $7M
- Ypsilanti Comm. Schools | Ypsilanti, MI | ESPC | 2022 | $1.9M
- Flushing Comm. Schools | Flushing, MI | ESPC | 2021 | $2.9M
- Sturgis Public Schools | Sturgis, MI | ESPC | 2020 | $1.1M
- Vassar Public Schools | Vassar, MI | ESPC | 2019 | $1.8M

William McCoy

Senior Project Developer

Detroit, MI **734-338-5297** **william.mccoy@tranetechnologies.com**

CERTIFICATIONS, LICENSES

- HVAC-R & Electrical Journeyman
- ASHRAE Region XII Technology Award

EDUCATION AND TRAINING

- United States Naval Nuclear Power School, S5G Nuclear Power Plant Operator Emphasis
- Member, ASHRAE
- Member, ASME

AREAS OF EXPERTISE

- HVAC Equipment
- Building Automation
- Energy Management
- Energy Auditing
- Performance Contracting
- Life Cycle Cost Analysis
- Commissioning

PROJECT RESPONSIBILITIES

Bill leads the project design/development team. He leads and oversees the project team and manages the project activities including facility auditing, technical/engineering analysis, economic analysis, and design activities. He prepares and assembles a package of cost-effective ECMs that meet the project financial goals while improving building performance. He works with the Project Manager to prepare and review project costs.

EXPERIENCE

Trane | 3 years (2021–Present)

- Senior Project Developer

Siemens | 6 years (2015–2021)

- Various roles in Mechanical, Electrical and BMS Services

Albion College | 11 years (2004–2015)

- Director of Energy Management and Plant Maintenance

Brevard Community College | 6 years (1998–2004)

- Energy Manager / Facilities Plant Maintenance Supervisor

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Monroe Intermediate Schools Monroe, MI In Construction $5.4M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Potterville Public Schools | Potterville, MI | ESPC | In Construction | $2.5M
- Morenci Area Schools | Morenci, MI | ESPC | 2023 | $1.8M
- Holt Public Schools | Holt, MI | ESPC | In Construction | $2.9M

Joey Vasavong, CEM, CEP

Energy Engineer

Valley View, OH **216-385-1408** **joey.vasavong@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager
- Certified Energy Procurement Professional

EDUCATION AND TRAINING

- B.S. Geographic Information Science and Cartography, University at Buffalo

AREAS OF EXPERTISE

- Energy Efficiency
- Energy Savings
- Energy Audits
- Energy Performance Contracting
- Energy Calculations
- Renewable Energy Integration
- Utility Data Analysis
- Utility Rebates
- HVAC Systems and Controls
- Lighting

PROJECT RESPONSIBILITIES

Leads and conducts the energy and design engineering team and oversees the energy audits. Supports the Project Developer to prepare the concept (Preliminary Assessment) and design (Investment Grade Audit) proposals that present customized, cost-effective ECMs and IAQ improvements. During the development phase, conduct utility rate analysis, develops energy baselines, and calculates energy and operational savings. When applicable, provides technical support for local, state, or utility incentive applications, administration, and processing.

EXPERIENCE

Trane | 1 year (2024–Present)

- Energy Engineer

NRG Energy | 10 years (2013–2023)

- Senior Energy Analyst
- Pricing Analyst
- Junior Pricing Analyst

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Monroe Intermediate Schools Monroe, MI In Construction $5.4M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Trenton Public Schools | Trenton, MI | ESPC | Completed | $6.3M
- Cory-Rawson Local Schools | Rawson, OH | ESPC | In Construction | $2.1M

Ellen Helm, MBA

Energy Services Portfolio Director

Crystal Lake, IL **704-655-4000** **ellen.helm@tranetechnologies.com**

EDUCATION AND TRAINING

- B.S.E.E, Valparaiso University
- MBA, University of Colorado at Denver

AREAS OF EXPERTISE

- LED Lighting
- Solar
- Renewable Energy
- Technical Writing
- Contract Negotiation

PROJECT RESPONSIBILITIES

Ellen provides a holistic approach to procure, design, and implement energy solutions that maximize energy conservation and save money. She provides strategic and technical direction for Trane's Energy Services team and is responsible for negotiating national account agreements that focus on pricing and contract terms to ensure consistent, reliable, high quality and cost-effective solutions for customers throughout the United States.

EXPERIENCE

Trane | 3 years (2021–Present)

- Energy Services Portfolio Director
- Director of Lighting Strategy

Emerson | 7 years (2014–2021)

- Director of Product Marketing
- Lighting Manager, Appleton Group
- Sr. Product Manager, Product Manager

General Products Int'l | 6 years (2008–2014)

- Marketing Mgr., Electrical and LED Lighting Products

REPRESENTATIVE PROJECTS

- Holt Schools | Lansing, MI | ESPC | 2023 | $2.9M
- University of Wisconsin, Stout | Menomonie, WI | ESPC
- Augusta-Richmond County | Augusta, GA | ESPC | 2024 | 24.8M

Nick Colicchio

Regional Contracting Operations Leader

Cincinnati, OH **513-926-8468** **nick.colicchio@trane.com**

EDUCATION AND TRAINING

- B.S. Industrial Engineering, Virginia Tech
- Lean Six-Sigma Black Belt
- Gallup Strengths Coach

AREAS OF EXPERTISE

- People Leadership
- Communication
- Financial Management
- Lean and OPEX
- Team building

PROJECT RESPONSIBILITIES

Nick ensures Trane resources are in place to develop and implement the scope of work for this project. He provides high-level oversight to ensure Trane's team of engineers and subcontractors develop and implement a customized ESPC program. He manages the fulfillment staff and reviews progress to ensure the project timeline is being met.

EXPERIENCE

Trane | 5 months (May 2024 – Present)

- Regional Contracting Operations Leader — Great Lakes

Ingersoll Rand / Allegion | 22 years (2002 – 2024)

- Multi-site Plant Leader
- Plant Manager
- Operations Manager
- Regional Integration Leader
- Lean Six-Sigma Black Belt

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Monroe Intermediate Schools Monroe, MI In Construction $5.4M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Indiana University Health | IN | $41M
- St. Elizabeth's CoGen | Southern OH | $11M
- Dayton Convention Center | OH | $3M

Kathryn Radeback

General Operations Leader, Service and Contracting

Flint, MI **810-282-2864** **kradeback@trane.com**

EDUCATION AND TRAINING

- A.A.S. Business, Mott Community College
- Business Administration Classes, Ferris State University

AREAS OF EXPERTISE

- Contract Compliancy
- Project Management
- Service Agreements
- Service and Contracting system and sales
- Contracting Financials
- Service Financials

PROJECT RESPONSIBILITIES

Ensures Trane resources are in place to develop and implement the scope of work for this project. Responsible for the team that will execute all project engineering, installation, and commissioning. Reviews the project regularly with the Project Manager to ensure it is compliant with customer needs and expectations. Provides guidance, support, and ensures effective communication among team members. Optimize processes to ensure efficient project execution. Utilizes technical knowledge of HVAC systems, energy solutions, and building performance to provide expert guidance and solutions. Utilizes technical knowledge of HVAC systems, energy solutions, and building performance to provide expert guidance and solutions.

EXPERIENCE

Trane | 23 years (2002–Present)

- General Operations Leader, Service and Contracting-Great Lakes
- Various Roles in Service and Contracting

REPRESENTATIVE PROJECTS

- Central Michigan University | Mount Pleasant, MI | Chiller Plant (Absorber) / Controls / Energy Management | $1.9M
- Dow Chemical | Midland, MI | Various Energy Projects | $4.2M
- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Henry Ford Allegiance Health | Jackson, MI | $4.7M
- Ingham County | Mason, MI | ESPC | $1.5M
- Mason Public Schools | Mason, MI | Buildings and Indoor Air Quality | $680K
- Michigan History Center Library and Museum | Lansing, MI | $2M
- Michigan House of Representatives | Lansing, MI | $6.1M
- Okemos Schools | Okemos, MI | $5.2M
- Soaring Eagle Casino and Resort | Mount Pleasant, MI | $1.2M
- State of Michigan | Lansing, MI | HVAC and BAS Retrofit | $1.3M

Matt Delay

Project Manager

Flint/Lansing, MI **734-646-5564** **matthew.delay@tranetechnologies.com**

EDUCATION AND TRAINING

- B.S. in HVAC Engineering Technologies, Ferris State University

AREAS OF EXPERTISE

- Enterprise Level Energy Management and Building Automation
- Unit Level Controls and Control Strategy
- System Optimization and Retro-commissioning
- Wireless Control Networks
- Demand Response
- Electric, Water, and Gas Metering
- Building Commissioning

PROJECT RESPONSIBILITIES

Matt works with the customer and project team to identify and develop building/system/equipment controls and integration solutions. He prepares the scope of work and detailed cost estimates. He prepares the schematic controls layout and coordinates with controls engineers to meet technical requirements. He coordinates efforts with equipment suppliers to ensure compatibility with the existing control system.

EXPERIENCE

Trane | 4 years (2019–Present)

- Project Developer, Controls

Siemens | 7 years (1993–2019)

- Project Manager
- Project Engineer

REPRESENTATIVE PROJECTS

- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Oscoda Community Schools | Oscoda, MI | $2M
- Lakeville Community Schools | Otisville, MI | $1.9M

Michelle Duperron

Project Administrator

Flint, MI **810-282-2845** **michelle.duperron@trane.com**

EDUCATION AND TRAINING

- BS, Baker College
- MBA, Spring Arbor University

AREAS OF EXPERTISE

- Contract Compliancy
- Project Administration
- Contracting Financials

PROJECT RESPONSIBILITIES

Ensures Trane resources are in place to develop and implement the scope of work for this project. Responsible for managing the administrative aspects of the project, including documentation, billing and purchase orders. Reviews the project regularly with the Project Manager to ensure it is compliant with customer needs and expectations. Provides guidance, support, and ensures effective communication among team members. Optimize processes to ensure efficient project execution.

EXPERIENCE

Trane | 8 years (2017–Present)

- Contracting Project Administrator, Great Lakes

Franchise Office | 10 years (2007–Present)

- Accountant
- Human Resources

REPRESENTATIVE PROJECTS

- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Holt Public Schools | Holt, MI | ESPC | In Construction | $2.9M
- Vassar Public Schools | Vassar, MI | ESPC | 2019 | $1.8M
- Mason Public Schools | Mason, MI | Buildings and Indoor Air Quality | $680K
- Michigan History Center Library and Museum | Lansing, MI | $2M
- Michigan House of Representatives | Lansing, MI | $6.1M
- Okemos Schools | Okemos, MI | $5.2M
- State of Michigan | Lansing, MI | HVAC and BAS Retrofit | $1.3M

Parry Hughes, CEM, LEED AP

Area General Manager

Flint, MI **844-984-2307** **rphughes@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager
- LEED Accredited Professional

EDUCATION AND TRAINING

- B.S. in Industrial Engineering, Iowa State University

AREAS OF EXPERTISE

- Performance Contracting
- Executive Communications
- Sales Management and Strategy
- HVAC Systems and Controls
- Comprehensive Energy Solutions
- Financing

PROJECT RESPONSIBILITIES

Parry is responsible for the successful leadership and management of Trane's Michigan offices. He oversees the Sales and Operations for Contracting, Equipment and Service teams. He is also accountable for the articulation and implementation of both strategy and tactics for our Michigan operations.

EXPERIENCE

Trane | 36 years (1987–Present)

- Vice President and General Manager – Great Lakes
- Vice President and General Manager of Sales
- Various Sales roles

REPRESENTATIVE PROJECTS

- Traverse City Area Schools Traverse City, MI ESPC In Construction $31.5M
- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- Essexville-Hampton Schools | Essexville, MI | ESPC | In Construction | $5.3M
- Potterville Public Schools | Potterville, MI | ESPC | In Construction | $2.5M
- Morenci Area Schools | Morenci, MI | ESPC | 2023 | $1.8M
- Holt Public Schools | Holt, MI | ESPC | In Construction | $2.9M
- Crestwood Public Schools | Dearborn Heights, MI | ESPC | 2022 | $2.5M
- Alpena Public Schools | Alpena, MI | ESPC | 2022 | $7M
- Ypsilanti Community Schools | Ypsilanti, MI | ESPC | 2022| $1.9M

David Nowakowski

Service Operations Manager

Livonia, MI 248-521-9215 david.nowakowski@trane.com

CERTIFICATIONS, LICENSES

- Michigan Mechanical Building Contractor — State of Michigan
- Mechanical Contractor (Heating / Cooling / Ventilation / Refrigeration) — State of Michigan

EDUCATION AND TRAINING

- A.A.S. in HVAC Maintenance Technology (Technician), Macomb Community College

AREAS OF EXPERTISE

- HVAC Service and Maintenance
- Service Based OEM Repairs and Upgrades
- Turnkey and Design-Build Projects

PROJECT RESPONSIBILITIES

David Nowakowski is responsible for ESPC project oversight ensuring that service obligations are met during the performance period. Overseas local Trane office resources and manages the performance period O&M services. Collaborate with the client to develop asset plans and build strategies for long-term equipment performance.

EXPERIENCE

Trane | 15 years (2008–Present)

- Service Operations Manager
- Area Service Manager
- Service Team Leader

Siemens | 3 years (2005–2008)

- HVAC Foreman

Johnson Controls | 5 years (2000–2005)

- Service Technician

Carrier Corporation | 5 years (1995–2000)

- Service Technician

REPRESENTATIVE PROJECTS

- Melvindale Northern Allen Park | Melvindale, MI | ESPC | In Construction | $5.5M
- Trenton Public Schools | Trenton, MI | ESPC | In Construction | $6.3M
- Dearborn Public Schools | Dearborn, MI | ESPC | In Construction | $11.6M
- St. Mary Hospital | Livonia, MI | Turnkey
- Greater Grace Temple | Detroit, MI | Turnkey
- Dept. of Veterans Affairs | Detroit, MI | Energy Conservation

Nathan Baldwin, CEM, EMP, LEED AP O+M

Measurement and Verification Engineer

Cleveland, OH **216-644-3579** **nathan.baldwin@trane.com**

CERTIFICATIONS, LICENSES

- Certified Energy Manager (CEM)
- Energy Management Professional (EMP)
- LEED AP O+M

EDUCATION AND TRAINING

- M.S. Renewable and Clean Energy, University of Dayton
- B.S. Mechanical Engineering, Miami University

AREAS OF EXPERTISE

- Performance Contracting
- Building Systems Commissioning
- Lighting Systems
- Building Controls
- Building Energy Modeling
- HVAC
- Measurement and Verification

PROJECT RESPONSIBILITIES

Nathan oversees the ECM M&V activities and reporting and works with Energy Engineers and local technicians to measure and collect performance data. He develops and executes the M&V plan in accordance with the contract. He coordinates with client to witness and verify the tests and measurements and is responsible for the timely and accurate submission of the M&V annual report. He works with Trane's local Intelligent Services Building Performance analytics team to help clients continuously improve the operational and energy efficiency of their buildings.

EXPERIENCE

Trane | 7 years (2017–Present)

- Program Manager
- Measurement and Verification Engineer
- Program Manager
- Energy Engineer

Siemens Building Technologies | 4 years (2013–2017)

- Energy Engineer
- Service Account Engineer

SEAM Group | 1 year (2013)

- Mechanical Engineer

URS Corporation | 1 year (2011–2012)

- Energy and Commissioning Engineer

United States Air Force | 4 years (2007–2011)

- Developmental Engineer

REPRESENTATIVE PROJECTS

- Caldwell County Schools | Lenoir, NC | ESPC | 2020 | $6.4M
- Perry County Schools | Linden, TN | ESPC | 2020 | $938K
- Perry County Schools | Linden, TN | ESPC | 2022 | $3.5M
- Stafford County Public Schools | Stafford, VA | ESPC | 2021 | $10.6M
- Sumter County Gov't | Sumter, SC | ESPC | 2018 | $4.9M

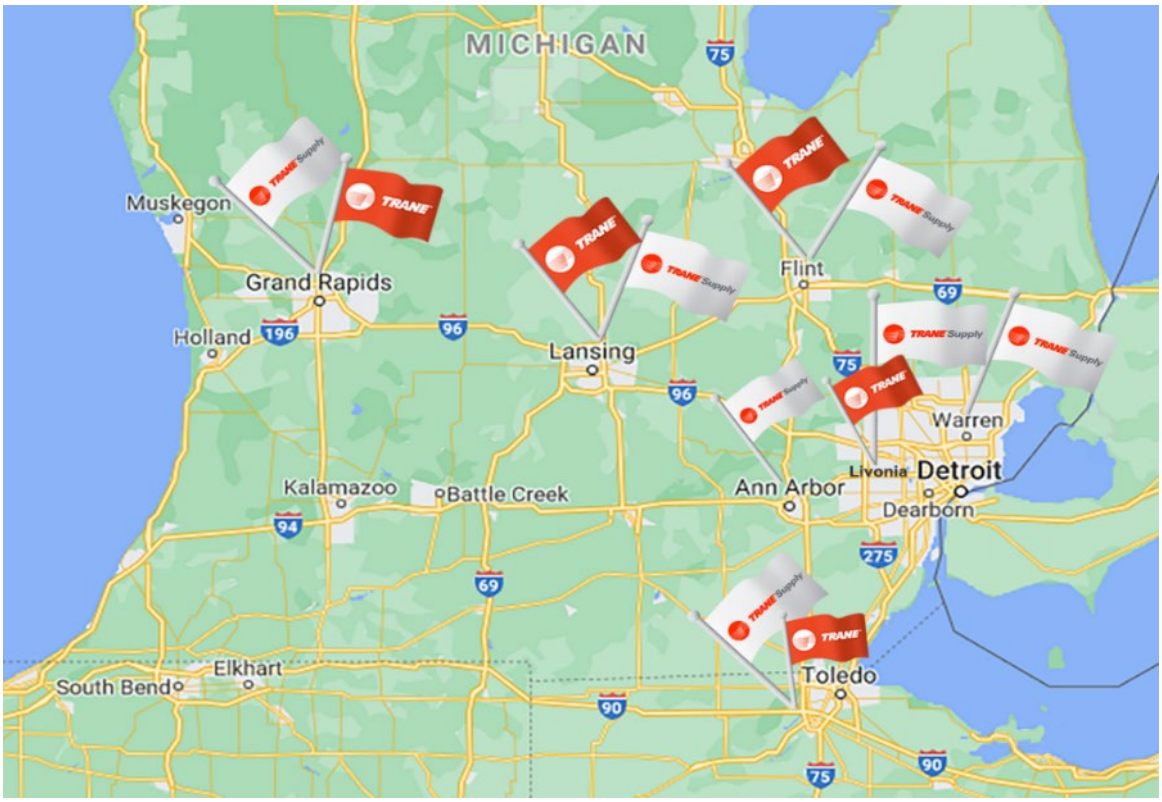
Project Supervisor

• Identify who will supervise the project.

Senior Project Manager **Matt Delay** will supervise this project and all necessary individuals in accordance with MCL 388.851, MCL 339.2011 et seq.

Service and Manufacture Parts Center Locations in Michigan

• Identify service and manufacture parts center locations in Michigan.



Trane has 4 Commercial sales offices and 6 Trane Supply stores in Michigan:

Commercial Sales Offices			
Detroit, MI 37001 Industrial Rd. Livonia, MI 48150	**Flint, MI** 5335 Hill 23 Drive Flint, MI 48507	**Lansing, MI** 3350 Pine Tree Rd. Lansing, MI 48911	**Grand Rapids, MI** 5005 Corporate Exchange Blvd, SE Grand Rapids, MI 49512

Trane Supply Stores		
Detroit, MI 33725 Schoolcraft Rd. Livonia, MI 48150	**Flint, MI** 2410 Austins Parkway Flint, MI 48507	**Lansing, MI** 3350 Pine Tree Road Lansing, MI 48911
Ann Arbor, MI 1947 S Industrial Highway Lansing, MI 48911	**Troy, MI** 251 Executive Dr. Troy, MI 48083	**Grand Rapids, MI** 1200 Monroe Ave. NW Grand Rapids, MI 49505

Project Support by Regional and Corporate Resources

• Explain how the respondent's project team is supported by regional or corporate resources.

The local office proposed for this project has the qualifications and hands-on relevant experience to deliver across all project phases. Trane's contracting and turnkey experience ensures accurate project costs, scheduling, and the highest standards for safety. The service and maintenance team ensures that the desired performance levels will be achieved and sustained. Through the innovative use of data trending and analytics, Trane will provide opportunities for continuous system improvement optimization.

Trane is an ESCO with vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. Our large pool of experts shown below are available to provide support to performance contracting projects across the United States. Trane's comprehensive expertise and experience will augment the knowledge and capabilities of the District's staff, fostering a relationship built on trust, accountability, and a shared vision.

Trane Technologies has 34,646 employees and 3,108 contractors worldwide. In the United States, Trane employs 11,151 salaried employees and 13,500 hourly employees. Trane experts include:

Trane Key Resources

- Project Developers (48)
- Energy Engineers (44)
- M&V Engineers (10)
- EH&S Specialists (58)
- Technicians (1800+)
- Commissioning Agents (30)
- Quality Control Specialists (30)
- Construction Managers (133)
- Trainers (60)
- Marketing/Technical Writers

* *Approximate resources available to support projects across each phase*

Trane Subject Matter Experts

- Lighting Design Team
- Utility Supply Side Specialists
- Renewable Energy & Power Systems Team
- Controls Engineering, Design & Intelligent Services
- HVAC Application Engineering

Outside Resources

- Engineering
- Design Consultants
- Subcontractors
- Vendors

Trane Credentials

- 100 Certified Six Sigma Professionals
- 182 Professional Engineers (PE)
- 240 Certified Energy Managers (CEM)
- 700+ LEED Accredited Professionals
- 700+ Degreed Engineers

C. References

The Respondent shall include five (5) references that indicate prior relevant work as the ESCO Prime Contractor in a Michigan school district completed in the last 2 years. References for projects where the responding firm was not the ESCO Prime Contractor are not acceptable.

Trane has a long history of serving Michigan school districts with HVAC and controls equipment, as well as servicing a wide variety of building equipment — many of them for decades. A list of Michigan school district customers is provided on the following page. We have also included the following references:

Potterville Public Schools

Holt Public Schools

Ypsilanti Community Schools

Crestwood Public Schools

Morenci Area Schools

Michigan School District Customers

- Allegan Public Schools
- Allendale Christian School
- Allendale Public Schools
- Alpena Public Schools
- Bangor Public Schools
- Battle Creek Public Schools
- Belding Area Schools
- Bellaire Public School District
- Benton Harbor Area Schools
- Berrien Springs Public Schools
- Byron Center Public Schools
- Cadillac Schools
- Caledonia Community Schools
- Calhoun Intermediate School District
- Cassopolis Public Schools
- Cedar Springs Public Schools
- Central Montcalm Public Schools
- Chippewa Hills Public Schools
- Climax Scotts School
- Coldwater Community Schools
- Comstock Park School
- Constantine Public Schools
- Coopersville Public School
- Crestwood Public Schools
- Dearborn Public Schools
- Dowagiac Union School
- East Jordan Public Schools
- East Lansing School District
- Essexville-Hampton Schools
- Fennville Public School
- Fruitport Community School
- Grand Haven Area Public School
- Grand Rapids Christian Schools
- Grand Rapids Public Schools
- Grandville Public Schools
- Gull Lake Schools
- Hamilton Community School
- Harper Creek Schools
- Hartford Schools
- Holland Public Schools
- Holt Public Schools
- Holt Public Schools
- Holton Public School
- Ionia Public Schools
- Jenison Public Schools
- Kalamazoo School District
- Kelloggsville Public School
- Kent Independent School District
- Kentwood Public Schools
- Lowell Area Schools
- Ludington Area School District
- Marshall Public Schools
- Mona Shores School District
- Montebella Community Schools
- Montague Public Schools
- Montcalm Area Intermediate School District
- Morenci Area Schools
- Muskegon Area Independent School District
- Orchard View Schools
- Ottawa Area Intermediate School
- Parchment School District
- Pennfield Schools
- Portage Public Schools
- Potterville Public Schools
- Rockford Public Schools
- Saugatuck Public Schools
- Shelby Public School
- South Haven Middle School
- Sparta Area Schools
- St Joseph Public School
- St Jude School
- St Paul Lutheran Church & School
- Sturgis Public Schools
- Three Rivers Community Schools
- Trenton Public Schools
- Tri County Schools
- Vassar Public Schools
- Vicksburg Community School
- West Ottawa Schools
- Wyoming Public Schools
- Ypsilanti Community Schools
- Zeeland Public Schools

Provide the owner's name, address, phone number, and contact person for each reference. Each reference shall describe the project cost and annual guaranteed savings, project beginning and ending dates, and scope of work.

Potterville Public Schools

Potterville, Michigan **Energy Savings Performance Contract**

PROJECT LOCATION
Potterville, Michigan

PROJECT DATES
Construction Period: August 2022 to August 2024

NUMBER OF BUILDINGS
2 buildings

TOTAL PROJECT COST
$2.5 million

GUARANTEED ANNUAL SAVINGS
$1,433,382 energy
$443,964 operational

ENERGY CONSERVATION MEASURES
- LED lighting and lighting controls upgrade
- Building automation: direct digital controls upgrades
- Building envelope
- Domestic hot water heater
- Water conservation
- Variable frequency drives (VFDs)
- Mechanical upgrades: boilers

CUSTOMER CONTACT
David Carlson
Director of Facilities
425 East Main Street
Potterville, MI 48876
(517) 755-7585
CarlsonD@ppsvikings.org

Holt Public Schools

Lansing, Michigan **Energy Savings Performance Contract**

PROJECT LOCATION
Lansing, Michigan

PROJECT DATES
Construction Period: September 2021 to October 2023

NUMBER OF BUILDINGS
6 buildings

TOTAL PROJECT COST
$2.9 million

GUARANTEED ANNUAL SAVINGS
$2,683,755 energy
$336,324 operational (est.)

ENERGY CONSERVATION MEASURES
- Lighting Improvements
- Water and Sewer Conservation
- Energy Management System/DDC Controls

CUSTOMER CONTACT
Dr. David Hornak, Superintendent
Holt Public Schools
5780 West Holt Road
Holt, MI 48842
(517) 525-3371
dhornak@hpsk12.net

Ypsilanti Community Schools: Phase 1 / Phase 2 in progress

Ypsilanti, Michigan **Energy Savings Performance Contract**

PROJECT LOCATION
Ypsilanti, Michigan

CONSTRUCTION PERIOD
Phase 1: April 2020 to December 2022
Phase 2: in progress

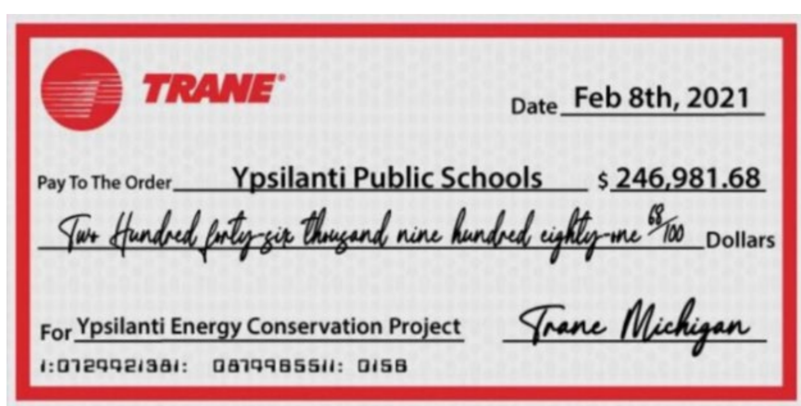
NUMBER OF BUILDINGS
12 buildings

TOTAL PROJECT COST
$1.9 million

GUARANTEED ANNUAL SAVINGS
$78,913 energy
First-year rebates: $246,981

CUSTOMER CONTACT
Alena Zachery-Ross, Superintendent
1885 Packard Road
Ypsilanti, MI 48197
(734) 221-1210
Aaron Rose, Director of Facilities
1885 Packard Road
Ypsilanti, MI 48197
(734) 846-8120
arose@ycschools.us

ENERGY CONSERVATION MEASURES
- HVAC upgrades
- Indoor air quality upgrades
- Energy management system
- BAS DDC upgrade
- HVAC equipment commissioning
- Water Conservation
- Variable frequency drives (VFDs)
- STEM Curriculum
- Training



Utility Rebate Check

Upgrades at Ypsilanti Community Schools Resolve Deferred Maintenance Challenges

CHALLENGE

Ypsilanti Community Schools, (YCS) which serves more than 3,500 students in metro Detroit, faced multiple deferred maintenance issues. Outdated and aging infrastructure in the district's 11 educational buildings was further challenging an already taxed budget and manpower.

Since the district's existing building automation system wasn't fully operational, the district's heating, ventilation and air conditioning (HVAC) technician had to undertake twice-daily, boiler-performance-confirmation visits, driving by each school building to confirm smokestack activity indicating an active boiler. The 200 hours this required didn't include any time spent re-starting and servicing a failed boiler.

Location: Detroit, Michigan

Industry: K-12

Products Used: Controls, Air Handling

Services Used: Energy Analysis & Monitoring

Topic: Sustainability, Energy Services

$80,000	Annual energy costs reduced
$246,000	One-time energy rebate
3,500	Students impacted
200	Maintenance hours saved

When a boiler couldn't be repaired quickly, leaders had to cancel school entirely until it was operational. With nearly three-quarters of the district's students receiving free and reduced meals, students who missed school also risked missed meals.

YCS wanted to partner with an experienced energy consulting company that could help identify inefficiencies in their operational budget and develop a long-term sustainability program. Unfortunately, the district lacked sufficient capital funding to complete building upgrades.

SOLUTION

Based on a strong local presence and a successful 15-year relationship with Trane, YCS turned to the building technology and energy solutions company to address its deferred maintenance challenges. Working with Trane also enabled the district to address funding issues with an energy service

performance contract which uses future energy savings to pay for building upgrades. This freed up available district funding for educational staffing, student programs and other student-centered needs.

To implement the first phase of the long-term sustainability project, Trane started with a building audit that allowed them to prioritize the most critical building needs. The team then updated building controls and added a Tracer® Ensemble® building management system (BMS). This enabled district-wide 24/7 remote access to every instructional building. Facilities staff now can monitor building performance in real time and proactively manage building performance.

The BMS increased the HVAC technicians' bandwidth and productivity by eliminating his twice-a-day smokestack activity-confirmation drive-byes. He is now free to focus on preventative maintenance necessary to keep the equipment in peak condition.

As part of the project, the team also updated existing HVAC systems with variable frequency drives (VFD's) for increased energy efficiency. Additionally, through low-flow devices, weather-seals, insulation, and various other energy conservation measures the district was able to significantly decrease its energy waste.

To support the district's strong commitment to STEM education, leaders are working with Trane to launch **Trane's BTU Crew™** energy education program in district classrooms in the upcoming school year. The program teaches students about energy use, leveraging district buildings as a virtual living learning laboratory.

RESULTS

> "We are so pleased with Trane's work on these updates...As a former teacher and principal, for me, priority number one is that we have a safe, healthy and comfortable learning environment."
>
> ~ Aaron Rose, Director of Facilities Management

District leaders now have an ongoing energy partner to whom they can turn and with support from Trane, the district continues to develop a sustainability plan. In collaboration with Trane, they have improved building comfort and other indoor environment quality (IEQ) aspects in district buildings. The improvements reduced annual energy costs by more than $80,000 a year while generating one-time energy rebates of more than $246,000.

The upgrades increased productivity for the district's HVAC technician, returning more than 200 hours previously required for boiler observation and maintenance Increased systems control helps staff anticipate and address any potential challenges before they become bigger issues. District leaders can count on a consistent predictable academic environment that allows them to focus on their educational mission.

"We are so pleased with Trane's work on these updates," said Aaron Rose, director of facilities management "Especially as a former teacher and principal, for me, priority number one is that we have a safe, healthy and comfortable learning environment. Improving student well-being and success is the number one goal for every decision and improvement made in the district."

Crestwood Public Schools

Dearborn Heights, Michigan **Energy Savings Performance Contract**

PROJECT LOCATION
Dearborn Heights, Michigan

PROJECT DATES
Construction Period: Oct 2021 to March 2023

NUMBER OF BUILDINGS
5 buildings

TOTAL PROJECT COST
$2.5 million

GUARANTEED ANNUAL SAVINGS
$2,511,270 energy
$879,802 operational

ENERGY CONSERVATION MEASURES

- BAS DDC Commissioning
- LED lighting
- Building envelope
- Water conservation
- Boiler plants
- Variable frequency drives (VFDs)
- HVAC upgrades
- STEM Education
- Training

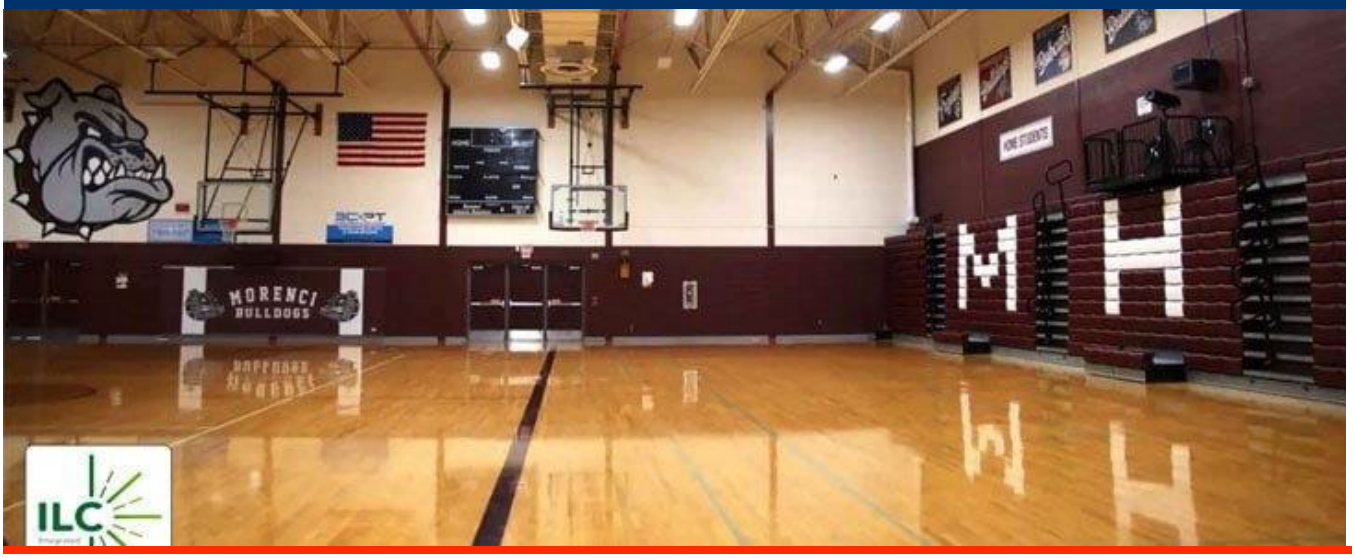
CUSTOMER CONTACT

Youssef Mosallam, Superintendent
27235 Joy Rd.
Dearborn Heights, MI 48127
(313) 278-0906
mosallamy@csdm.k12.mi.us

Penny Morgan, Chief Financial Office
27235 Joy Rd.
Dearborn Heights, MI 48127
(313) 278-0906
morganp@csdm.k12.mi.us

Morenci Area Schools

Morenci, Michigan **Energy Savings Performance Contract**



PROJECT LOCATION

Morenci, Michigan

PROJECT DATES

Construction Period: Oct 2021 to March 2023

NUMBER OF BUILDINGS

2 buildings

TOTAL PROJECT COST

$1.85 million

GUARANTEED ANNUAL SAVINGS

$1,340,097 energy
$1,009,796 operational

ENERGY CONSERVATION MEASURES

- Lighting and lighting controls upgrade
- Building automation: direct digital controls upgrades
- Building envelope
- Water conservation
- Variable frequency drives (VFDs)
- Mechanical upgrades: boilers, chillers
- Dynamic Air Cleaners

CUSTOMER CONTACT

Jennifer Ellis
Superintendent
788 East Coomer Street
Morenci, MI 49256
517-458-7501
Jennifer.Ellis@morencibulldogs.org

Provide a list of five (5) Michigan Service Agreement Customers. Include a contact name and telephone number.

Project 1: Mason Public Schools	
Project Size	3-year contract $23,444
Phone Number	517-243-0773
Contact	Kevin Doty
Project 2: Michigan State University	
Project Size	3-year contract $10,310
Phone Number	517-285-0365
Contact	Stacy Nurenberg
Project 3: Ford EDC 1 & 2	
Project Size	Annual contract $88,000
Phone Number	313-322-6517
Contact	Alvan Fontenot
Project 4: General Dynamics	
Project Size	3-year contract $19,000
Phone Number	586-707-7057
Contact	Tony Difatta
Project 5: AAA Headquarters Dearborn	
Project Size	3-year contract $24,000
Phone Number	313-336-4053
Contact	Bill Jahoda

D. Scope of Services

Energy Services Contracts – Complete the table below indicating the services offered by the Bidder, those provided by others, and those not provided.

Performance Contracting Services	Direct Provider	Third Party	Not Provided
Building Energy Audits	X		
Energy Engineering Design	X		
Construction Management	X		
HVAC System Maintenance Training & Service	X		
Energy Management Training & Services	X		
HVAC System Monitoring	X		
Emergency Services/Rentals	X		
Project Financing		X	
Student Educational Services	X		
Guarantee Measurement & Verification	X		

Proposed Equipment – Complete the table below indicating the equipment offerings provided by the Bidder. In each case, designate whether Bidder is a direct manufacturer, a distributor, and/or buys and re-sells energy efficient equipment.

Energy Efficient Equipment	Direct Manufacturer	Distributor	Buy/Resell
HVAC Equipment	X		
BAS Controls	X		

4. Technical Approach

A. Project Approach

Summarize how your firm will perform the scope of work outlined in this RFP, including both design and construction, and to what extent the owner is involved in these activities.

Because energy performance contracting projects have a high degree of complexity, we have developed a streamlined process that encourages customer collaboration at every stage – thereby avoiding surprises down the road. **Together, we will make decisions regarding all improvement measures**, how they will be financed, which products and systems will be implemented, and how the results will be measured and reported for the duration of the contract. The table below illustrates Trane's step-by-step approach to developing, implementing, and supporting a performance contracting program:

Performance Contracting Services

Preliminary Audit

The Preliminary Audit will give our engineers a good indication of the potential for facility improvements and the savings they are likely to generate. These will be subjected to greater scrutiny in the Investment Grade Audit phase.

Investment Grade Audit

Once a potential list of improvements is identified, a more detailed audit – called an Investment Grade Audit – will determine which measures best fit the project's financial payback criteria, and which ones should be postponed for future consideration.

Selection of Energy Conservation Measures (ECMs)

Our engineers have a wealth of experience designing and developing energy and water conservation measures, renewable energy and other technologies, IT infrastructure, fleet management and many others. Together, we will select the ECMs that meet your financial and operational criteria.

Project Financing

Trane works with strong lenders who understand performance contracting and can obtain the lowest interest rates and most advantageous loan terms. We can help customers secure grants, rebates, and other forms of alternative funding for major energy projects.

Installation of ECMs

You will approve all new equipment, systems, and subcontractors long before we mobilize our construction team. We are very experienced in making sure that our installation activities have minimal impact on your day-to-day operations.

Training Your Staff

As soon as the final improvement measures are selected, we begin working with your operations management team to structure a training program that will allow your staff to effectively operate the new equipment. We also offer skills enhancement training in other areas, if desired.

Performance Contracting Services

Commissioning of Systems and Equipment

Together, we will develop a commissioning plan that will ensure all new systems and equipment are performing as designed. Trane can utilize an in-house or a third-party commissioning agent.

Turnover to Owner

Once the commissioning process is completed to your satisfaction, Trane receives a signed certification of completion. Our team will then deliver Operations and Maintenance manuals for the new systems and equipment.

Measuring the Project's Results

After making a large investment in a wide range of facility improvements, you will want assurance that they are delivering the expected savings. Our measurement and verification (M&V) process is transparent and agreed upon during the ECM development phase.

Reporting the Actual Savings

Our engineers take periodic measurements of the equipment performance and issue quarterly reports, comparing the actual savings to the guaranteed amount. These figures are reconciled annually. Any excess savings are yours to keep. If actual savings fall short of the guarantee for that year, we will write a check for the difference or provide equivalent services or products.

Maintenance of Equipment

Regular maintenance must be provided on new equipment as long as the performance guarantee is in place. This service can be provided by your staff, by Trane or by a third-party firm. Trane offers one of the HVAC industry's largest and most experienced force of service technicians, who know how to optimize the performance of facility equipment from most manufacturers.

Additional Support

Our local offices are fully staffed to provide ongoing support for additional HVAC, building automation and control systems, as well as parts and other services that you identify. We are also able to provide a wide range of energy and operational consulting services.

B. Facility Audits and Project Development

Indicate your firm's approach to performing detailed facilities audits, identifying and designing facility improvement measures, and your process for recommending which measures should be included in the project.

The following pages summarize Trane's approach to the three key performance contracting phases. Each phase requires different skill sets. Without sacrificing streamlined communication or accountability, Trane brings subject matter expertise to each phase in order to efficiently achieve milestones, provide seamless transitions and delivery, and minimize impact on District operations.

Phase I: Development

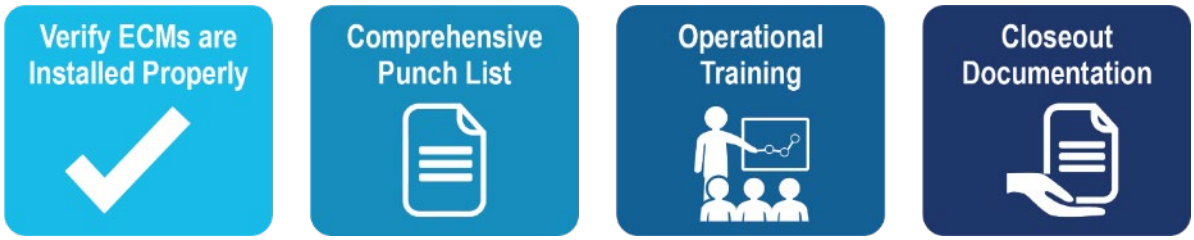
- **ECM Discovery** – Led by our Senior Project Account Executive, Gwen Pettit, Trane envisions energy services projects that significantly upgrade building systems to reduce utility bills and improve occupant comfort. Energy conservation measures (ECMs) are first explored in our Preliminary Audit of your facilities and developed further in the ECM Discovery phase. The final ECM scope will incorporate the following considerations:
- **Conceptual Design** – ECMs are then scrutinized to determine potential cost savings related to energy, water, and wastewater use, as well as overall building systems operations and maintenance. In addition to savings potential, the ECMs are assessed for their impact on comfort, environmental performance, operating efficiency, and costs associated with undertaking various savings measures.
- **Investment Grade Audit** – Once an agreement to proceed with the project is reached, a deeper dive takes us into the detailed audit phase of this proposal, where additional details are explored that allow for an in-depth analysis of potential upgrades. In this design effort, additional engineering is performed to ensure the best possible fit and solution application within the District's infrastructure. Team objectives during this step include validating and expanding the preliminary scope, further developing designs, and gathering detailed building and equipment information. We will then analyze this data and begin evaluating identified ECMs, potential new ECMs, and related scope of work.
- **Trade Scoping** – For work to be completed safely, on time and on budget, Trane works with local, qualified subcontractors. The Trane approach to subcontracting is highlighted by the development of a written subcontracting plan and rigorous qualification of subcontractors to ensure the highest quality craftsmanship and level of safety.
- **Cost Estimation** – With a refined set of ECMs, further engineering and energy modeling are performed, and firm prices for subcontractor scopes are completed. Trane will then finalize estimates to supply the District with accurate and dependable cost figures.

- **Financial Modeling** – Based on our proposed scope of work – including firm material, labor, and subcontract costs – we will build financial models around which the project guarantee will be constructed.

Phase II: Installation

- **Construction Management** –The Trane team selected for this project has performed many successful performance contracting projects for our clients. Our team's strengths include:
  - Deep technical knowledge of construction and property. We understand that District personnel will have to maintain the equipment and processes put in place. Trane will take a life-cycle approach to implementation of the selected ECMs.
  - Collaborative and consultative style that clients embrace.
  - We have a solid understanding of facility operations and the challenges of working in occupied buildings.
- **Project Management** – Our Project Manager, Remus Roman, is fully accountable for safety, project performance and customer satisfaction, and will be the District's primary point of contact during the construction phase of the project. This approach maximizes the efficient delivery of accurate information and minimizes potential confusion.
- **Subcontractors** – Trane has built a pool of trusted firms to work on various portions of the scope for this project. The use of local subcontractors stimulates the local economy, leverages a vast bank of knowledge of existing systems, and offers price advantages to the District. As a leading HVAC manufacturer, Trane sells to virtually every mechanical contractor in the state and throughout the nation. This gives us a significant advantage of other ESCOs because we know which contractors are the best at installation. This assures our clients that each Trane energy services project will include superior subcontractors in every discipline.
- **Safety Program Management** – All subcontractors will be required to submit and follow a written safety plan. Pre-construction meetings and walk-throughs will be conducted to ensure that all contractors understand site conditions, safety and security requirements, construction schedules and operational procedures. These will be captured in a pre-work Activity Hazard Analysis, which is used to guide the safe execution of work.
- **Ongoing Progress and Coordination Efforts** – During the implementation phase, Trane will conduct regular project meetings between our team and your staff. Each meeting will address past progress, current activities, and future activities – with the intent of defining concrete action items, responsible parties, and resolution due dates. More complex issues will result in a request for information (RFI) that will be logged, tracked, and reviewed weekly.

Phase III: Monitoring and Oversight of Operations



- **Verify ECMs are Installed Properly** – The goal of commissioning will be realized through start-up and functional performance testing of all newly installed equipment and systems, as well as current equipment and systems that are tied to the success of the project. Following the testing, Trane will create and submit to the District a commissioning and deficiency resolution report. Together, we will work through the resolution log until all deficiencies are satisfactorily resolved.
- **Comprehensive Punch List Control** – Trane practices a "rolling punch list." Deficiencies that are identified will be documented throughout the project, along with planned and actual resolution actions and dates. Both Trane and the District have the ability to add items to the punch list. Once each list item has been addressed, Trane will begin closing out the project.
- **Operational Training** – The majority of staff training on the new equipment will occur as major ECMs are completed. Trane will provide sufficient personnel training hours for District staff and subcontractors to ensure proper maintenance of the installed systems.
- **Closeout Documentation** – Trane will deliver to the District documentation illustrating that all contractual agreements have been fulfilled. Closeout documentation does not mean the end of a successful collaboration. Trane and its network of trusted resources will be there to continually support you with continued service – or additional ECMs and operational savings opportunities, as desired.

C. Project Management

Indicate your firm's approach to managing the installation phase. Describe the various responsibilities of your team members during construction, and how they will keep the owner's personnel informed of the project's progress.

Project Management & Responsibilities

The success of this project will hinge on the ability of the ESCO to develop a strong implementation plan that optimizes the use of personnel, ensures timely delivery of materials, and accommodates the day-to-day activities of each facility. Otherwise, the project may experience cost overruns, change orders, poor craftsmanship or an unsafe work environment – perhaps a combination of these undesirable factors.

The objective of Trane's project management approach for performance contracting is to ensure that project implementation and completion follows the contract documents to the full satisfaction of the owner. We have established the following processes to ensure a seamless transition from the green light to proceed through the commissioning of new equipment.

1. Management Tools

Trane's management approach starts with a well-defined project schedule. As resources perform the scheduled work, project status and progress are reviewed and compared to the actual plan and schedules are adjusted to achieve project milestones. The schedule is used to exchange project-specific information with the client and ensures mutual understanding of events, tasks, and milestones.

Trane utilizes proven project management tools to assist our teams with communication and scheduling. Trane project managers are trained on Procore, Microsoft Office, Oracle Primavera, and others needed to support project workflow. We will establish the suite of tools needed to implement a project during pre-planning and communicate our preference with the client prior to beginning project development. Our tools are all accessible without the need for additional license purchases on the part of our subcontractors or customer. Trane uses Microsoft Project to create a detailed construction schedule, beginning with a preliminary design meeting and concluding with turnover to the customer.

All milestone events are captured in a Gantt Chart, which helps the construction team assign resources, analyze workloads, track progress, and manage the budget.

Project Initiation through Development Schedule Management

The PM is responsible for developing and managing the schedule. Project schedules are prepared by phase, for both design development and installation. Trane develops a high-level milestone schedule using MS Project® during the development phase to manage the project team to meet the final project deadline. This schedule is developed, monitored, and updated by the development team to ensure the timely submission or reports and deliverables. This schedule includes the key project milestone activities from mobilization, engineering/design, equipment procurement, construction, commissioning, acceptance, and closeout. Each activity is further broken down by tasks and sub-tasks.

The PM collects data from the project team and subcontractor(s) to provide the estimates for each task and sub-task to develop the project implementation schedule. Past project experience may be used to estimate activity duration, based on similar projects. Data collected includes the sequence and linkage of tasks, the duration, and resources that are applied to the project schedule. The critical path that drives the earliest completion of the project, is also identified.

Construction Schedule Management

During the construction phase, the schedule developed during development is updated to reflect actual data, such as the actual start date. Additional activities and sub-tasks will be identified and incorporated based on client input. The PM continuously manages, assesses, and updates the project to depict the actual time-sequence flow of tasks, actual progress of work performed, and work that needs to be completed. The critical path is also carefully monitored and managed to ensure the project deadline is met. Weekly progress meetings are conducted with the onsite installation project team, including all subcontractors. Project schedules are updated weekly, with work completion estimate of project teams' tasks. Both cost and schedule are updated then aggregated to measure the overall project progress. If there are project timeline variances, the cause for slip is identified and a determination is made of its impact to the overall project fulfillment deadline.

Schedule forecasting is critical to the control and risk management. The outcome of this step identifies potential problems so we can take corrective or preventative measures. During continuously managing and tracking the project progress, the PM regularly updates the schedule. The updates of the actual tasks may result in changes to the projected schedule. The PM may also use the schedule to forecast best and worst-case scenarios which requires two duration estimates for each activity. This is created for each key activity or tasks that are most at risk for slippage.

2. Communication

The success of Trane's performance contracting operations can be attributed to the high importance placed on communication between our project management team, the customer's team, and the subcontractors who perform the installation. We are skilled at avoiding the common pitfalls of poor communication, which may result in scheduling conflicts or delays to resolve issues that arise. **A customer kickoff meeting** establishes the communication hierarchy between all entities. Weekly team meetings are held throughout the installation phase to continue the planning and coordination effort, and to inform all team members of the project status.

A focal point of these meetings is to closely coordinate the building's operations – and the needs of its occupants – with the construction activities. Trane's project manager and on-site superintendent will manage all installation subcontractors to ensure minimal interruption in day-to-day operations. Another critical area of coordination will be any necessary asbestos abatement by District personnel. If asbestos abatement is necessary for the installation of the proposed scope of work, the proposed project schedule will need to be revised.

3. Planning and Scheduling

The project schedule is broken down into small manageable and measurable components, called a **work breakdown structure**. Each individual activity is then sequentially arranged and connected to other dependent activities to establish the project's critical path. This monitors progress to ensure that the project remains on target. The project management team also acts as a liaison between your personnel and the on-site subcontractors. Any conflicts in scheduling that arise during the installation phase are easily resolved through effective communication.

4. Field Validation

After Trane has been given a Notice to Proceed, the preliminary findings outlined in our proposal will need to be **field verified for "constructability**," which means identifying obstacles that could cause errors, delays, or cost overruns. This field validation will be incorporated into our final construction design. A set of engineered stamped documents will be established for the project's scope of work. To provide full transparency, a third-party engineer will stamp the construction documents. The final documents will be reviewed with the District and then submitted for construction permits.

5. Mobilization

Upon completion of the construction documents, each component of the project will be organized into **sub-trade packages**. Each sub-trade package will be validated with our proposed design, schedule, and pricing structure. Sub-trade packages will be bid to local subcontractors, in most cases.

We will team with local subcontractors, architects, and engineers to develop our baseline pricing structure and anticipated scopes of work. This will minimize risk and any surprises after final engineering and design is completed. Upon the completion of the validation and engineering process, the sub-trades will be contracted and will begin to mobilize. **Material and equipment will be ordered and expedited** in conformance with the project schedule.

6. Implementation

The project schedule will be finalized and reviewed with your team prior to project implementation. Along with the **weekly customer team meetings** noted above, Trane holds weekly construction progress meetings with all subcontractors and major suppliers. This ensures that the construction progress remains in compliance with the project schedule and allows for close coordination of all trades.

Each subcontractor is required to maintain and submit daily logs documenting manpower, areas worked, tasks completed, and any safety issues or concerns. These are reviewed by the project manager

and site superintendent in order to **monitor manpower requirements** and to maintain accurate records for future reference. The site superintendent will closely coordinate the work of all trades involved in the project. He or she will also closely communicate and coordinate with the project manager. Our management team will ensure total project control and compliance with all contractual requirements.

Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane's safety department requires strict compliance with the company's safety policies and all OSHA requirements. Our parent company, Trane Technologies, enjoys an excellent Safety Experience Modification Rate (EMR) of 0.61, compared to the industry average of 1.00 – which means we have a better safety track record than most of our peers.

Sets of **as-built drawings** will be updated on a daily or weekly basis as required, according to progress made by each subcontractor. This enables the District to maintain an accurate record of the construction after the contracted work is complete. The as-built drawings are submitted at the end of the project with the equipment installation, as well as operations and maintenance (O&M) manuals of all installed components.

7. Commissioning

Upon the completion of construction, our team will **identify a list of deficiencies or incomplete components** in the scope of work. Each subcontractor is required to complete all outstanding items within a reasonable timeframe and within the project schedule. Each subcontractor also is required to submit final as-built drawings, which will be incorporated into a final record set of documents prepared by the project engineering and design team. These drawings are packaged with all other construction installation documentation, equipment O&M manuals, warranties, and any other documentation from the construction phase.

Trane can utilize an in-house or a third-party commissioning agent to perform functional testing and verify that all systems are working to specification. Whichever you choose, the results will be reported directly to your team, and Trane will be held accountable for the results.

8. Project Closeout

Project Closeout involves both a legal and a transitional component. All commissioning documents described above, as well as other contract documents, are turned over for a complete and accurate record of the performance contracting project's construction phase. Trane then receives a **signed certificate of completion** from the District, acknowledging that all project requirements to date have been achieved. The warranty start dates and terms for each newly installed piece of equipment or system are established and communicated. The project is then transitioned to Trane professionals who will provide any contractually required maintenance, measurement and verification (M&V) or other services.

9. Post Construction Support

The project is transitioned to Trane professionals who will provide and manage contractually required (or desired) maintenance, measurement and verification (M&V), or other services.

Trane also provides a wide range of offerings to support high performance buildings. Trane's post construction support services include:

- **Training** As mentioned in the Executive Summary, a detailed Training Plan and budget are provided in the IGA. Trane provides a summary description of the ECM training organized by major technical classification, recommends attendees, and allocates hours based on requirements. Training dates are typically established during the implementation period and before construction completion / acceptance. Training administered by Trane typically covers Operation, Troubleshooting, Maintenance, and Repair. Trane and its subcontractors / suppliers provide initial orientation / startup and classroom training for all new systems, Trane equipment, and non-Trane equipment installed. Our goal is to provide stakeholders with targeted and thorough training on the equipment, processes, and maintenance required for optimal performance. Classroom training can be provided at a Trane local office or at the customer site.
- **HVAC Systems Start Up, Service, Warranty, and Repair.** To help ensure that the new HVAC system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane Building Services provides comprehensive HVAC start-up, service, repair, and warranty service agreements. Support is delivered by Trane's locally based, factory-trained technicians that service both Trane and other manufacturer's systems.
- **Operations and Maintenance Support.** Trane eliminates confusion and complexity about who is responsible for maintenance and repairs. As a large global company, we have the leverage to keep costs down for replacement parts, whether our own and those of other manufacturers.
- **Monitoring, Data Review, and Adjustment.** Trane's Intelligent Services (IS) offering includes Energy Optics and Analyzer options that connect buildings to our energy engineering professionals who align facility data to operational improvements. Trane will analyze data and equipment behavior in the context of the overall system and identify opportunities for improvement. Trane's real-time energy monitoring provides robust energy baselining, ongoing analysis, intuitive visualization tools, centralized tracking and reporting, detailed analysis of alarms and issues, and remote resolution, if possible. The goal is to support your core mission and maximize building comfort and energy. Trane energy dashboards show utility usage in real time. Trane can also create a dashboard on a television in a building lobby to show what the energy usage of the building looks like. This would be tied directly into the Trane controls BAS system and cross referenced with utility meters that could be installed as part of the project.
- **Trane Rental Solutions** Trane has a full (turnkey) rental solutions group, which can provide emergency power generation and HVAC equipment, typically withing 24 hours of a situation arising. Our Rental Solutions group provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.

What is your firm's approach to ensuring safety during the installation phase? Summarize your firm's safety program and OSHA practices. State your firm's Experience Modification Rate (EMR) for the past three (3) years for your team, including subcontractors. Describe your firm's safety practices for working in Pre- K-12 school sites. Indicate your understanding of applicable codes and construction practices for this project.

Safety Approach

Trane's incident (OSHA) rates are consistently 67-86% below the industry average and safety planning is woven into Trane's Construction/Installation Approach. Each project team includes a dedicated Environmental, Health and Safety (EH&S) Specialist. This position is organizationally-independent and has the authority to stop work—or material in process—that does not meet quality installation and safety standards.

A site-specific safety plan is the best way to protect people and building occupants during a construction project. It also keeps unforeseen schedule delays to a minimum. Trane's assigned Project Manager works with the EH&S Specialist to draft, finalize, and submit a project-specific Safety Plan that supports the project's design intent and system performance requirements. This plan is outlined and written with the client to ensure that safety parameters align with their organization-specific requirements and guidelines.

The Safety Plan describes roles and responsibilities for project team members and details Trane's Integrated Safety Management System (ISMS) approach to prevent accidents. The ISMS places the emphasis online management responsibility for safety. A central premise is that work planning starts with a focus on the nature of the project performed and assessment of the hazards involved in each step required to complete the project. The ISMS also details Trane's Accident/Injury Investigation documentation and reporting process. Safety notification details are provided in the plan as well as who will be notified, how they will be notified, and how frequently they will be notified (most clients want to be notified within 24 hours of any injuries, accidents, property damage, etc.). Trane will publish a client-approved safety plan prior to mobilizing resources. The plan includes a mandatory orientation session for all on-site personnel.

During the Construction/Implementation Phase, the EH&S Specialist is involved in monthly review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist r works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

Trane pre-screens and qualifies subcontractors to fully vet their safety records and ratings, citation history for the last five years, OSHA logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane's EMR scores are provided below:

Trane's EMR scores for the past five years are provided below:

Effective Date	Experience Modification Factors
April 17, 2024 – April 17, 2025	0.75
April 17, 2023 – April 17, 2024	0.75
April 17, 2022 – April 17, 2023	0.61
April 17, 2021 – April 17, 2022	0.59
April 17, 2020 - April 17, 2021	0.60

Subcontractor Safety

Trane pre-screens and qualifies subcontractors to fully vet their safety records and ratings, citation history for the last five years, OSHA logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control, and training.

This in-depth subcontractor screening and selection process reduces the risk of safety issues and poor performance during the construction phase. Fortunately, Trane already has excellent relationships with numerous Michigan subcontractors who have passed our screening based on their safety records and have performed well on past projects.

Safety Training

Trane's employees and subcontractors have the proper safety training for the tasks they will perform and meet all local, state, and federal requirements. Failure of any site personnel to follow the site-specific safety plan will result in their immediate removal from the project. Below is a summary of the safety planning that Trane implements for each project:

Hazardous Material Exposure

For some facility upgrade projects, workers may be exposed to hazardous materials such as lead paint, mold, PCBs, and mercury. Before work begins, we obtain hazmat inventories/ assessments that have been completed. We also identify hazardous materials that may need to be disturbed during the work, and which are reasonably observable during our energy audit and other walk-throughs. Prior to the start of construction, any identified hazardous materials that would need to be disturbed during the work will be fully abated as agreed between Trane and the client. Documentation shall be submitted to Trane prior to work commencing.

Chemical Exposure

In addition to any chemicals currently in use at the facilities, it may be necessary to use chemicals during construction. Trane can provide the District with a Chemical Declaration form for chemicals proposed to be used during construction, along with a detailed safety plan, and a spill prevention and cleaning protocol.

Fall Protection

We will develop a site-specific fall protection work plan for all operations where workers are exposed to fall hazards greater than four feet. Trane requires that all site employees maintain 100% fall protection when exposed to a fall hazard. If work at 10 feet or above is required, a

written Site-Specific Fall Protection Plan will be submitted to the District for approval before project mobilization.

Electrical Work, Lockout/Tagout and Power Shutdowns

Trane prohibits work on live electrical systems, excluding troubleshooting or testing. For troubleshooting, testing, or exposure to live electrical systems within four feet of electrical hazards of 50v or more, Trane will follow NFPA-70E guidelines. This includes proper qualification, authorization, training and required personal protective equipment (PPE). Trane will gain approval from the facilities group before shutting down power. Trane and/or its subcontractors will follow OSHA lockout/tagout procedures when shutting down power. Isolated power sources will be installed with a lockout device and lock to prevent inadvertent startup.

Hot Work

Trane and its local subcontractors will comply with hot work permitting procedures for any welding, cutting, burning or spark-producing operation. Trane on-site supervision will track and monitor daily permits. Trane will follow fire prevention procedures while performing hot work, including the acquisition of a hot work permit (if required), and providing a fire watch for the duration of the work and for 30 minutes after completion.

Confined Spaces

Trane and each local contractor working in a confined space will review the construction plans, existing spaces, regulatory requirements, and classification of each space as either permit-required or an alternative space to develop a site-specific confined space procedure. Trane will list specific oversight and entry procedures in a written plan. Trane will develop a site-specific job hazard analysis (JHA) that covers the work in the confined space and the associated confined space procedures. The site-specific safety plan and JHAs must be approved by Trane and your organization before work begins.

Occupant Safety

Trane will escort off the project anyone who does not adhere to the No Smoking and No Substance Abuse policy. We will provide dust and physical protection to workers and building occupants as needed where work is being performed. Trane and/or its subcontractors will always seek to protect facility employees, pedestrians, third parties and property from injury or damage. Trane and/or its subcontractors will provide a means of safe and legal extraction of all noxious fumes generated – and provide barricades, warning signs, spotters, etc. as needed to block off any excavations, obstructions, overhead hazards, or other potentially hazardous areas to protect facility and construction personnel, equipment, and materials.

Abrasion, Cutting and Blunt Trauma

All workers are provided with and required to wear personal protective equipment (safety glasses, hard hats, footwear, and high-visibility clothing) and other tools or equipment as appropriate for the type of work. Trane performs regular safety inspections to verify that all safety equipment is maintained, used and in proper working order.

Use of Cranes

Any crane lift will comply with Trane's Crane Policy and all applicable state and federal regulations. Trane and/or its subcontractors will ensure that the crane provider submits a lift plan for the operation, which must be approved by Trane and the District before mobilization.

Use of Forklifts

Any forklift use will comply with all Michigan and OSHA forklift policies, as well as our own. Specific forklift type and model will be listed in the Equipment Declaration Form and will be submitted to the District for approval prior to mobilization.

K-12 Safety

Safety at a school campus is extremely important to students and other building occupants. Trane has developed several measures to ensure maximum safety and minimum interference with day-to-day operations during the construction phase of a performance contracting project. These include:

- Employees are instructed to have no communication with any student and/or staff.
- All employees performing work on campus are fingerprinted (live scanned). As a certified ORI (or Originating Agency Identifier), Trane is authorized to perform fingerprinting services.
- Work areas are clearly marked and cordoned off as necessary.
- Work will be performed outside of school hours whenever possible.
- Our installers will adhere to all of Trane's and the District's safety directives.
- Provide a schedule of activities to the District and building occupants prior to commencing any work.
- Alert the District at once of any deviation from the schedule.
- Check in with the designated representative to learn of any special circumstances or projects at the beginning and end of each day.
- Hold weekly safety meetings and daily task planner to prevent possible harm to students or staff members during construction.

Which of the services outlined in this RFP are typically performed by your firm and which services are typically performed by subcontractors? Describe your process for managing the work of subcontractors.

Services Performed by Trane

Services	Trane
Investment Grade Audit	X
Engineering	X
Procurement	X
Construction Management	X
Measure & Verify Savings	X
DDC Controls Services	X

Services	Trane
HVAC Equipment Services	X
Mechanical / Electrical Services	X

Trane self-performs all necessary performance contracting services and passes along those costs savings to the District. Non-Trane ESCOs that do not offer the full range of required performance contracting services pass along additional costs to the District resulting from additional vendors' overhead and profit expenses that are calculated with the outsource / subcontractors' fees.

Trane's guarantee includes energy savings, guaranteed maximum price, indoor air quality, and no change orders. It is typical for ESCOs that outsource services to also transfer guaranteed results related to the services outsourced/subcontracted.

Subcontractor Qualification Process

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via Appruv (https://appruv.com). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane's Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages:** Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs**: Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.
- **Multiple Bidders:** Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

D. Measurement & Verification

Describe your firm's approach to proving that the energy savings associated with this project have been achieved, in accordance with MCL 380.1274a, including the monitoring, verification and reporting of results. Include reference to the IPMVP guarantee type being proposed for each energy conservation measure. Also include in this section, the costs proposed for guarantee measurement and verification services.

Approach to Proving Energy Savings Have Been Achieved

Upon the completion of construction, our team will identify a list of deficiencies or incomplete components in the scope of work. Each subcontractor is required to complete all outstanding items within a reasonable timeframe and within the project schedule. Each subcontractor also is required to submit final as-built drawings, which will be incorporated into a final record set of documents prepared by the project engineering and design team. These drawings are packaged with all other construction installation documentation, equipment O&M manuals, warranties, and any other documentation from the construction phase.

Commissioning

Trane will utilize an in-house commissioning agent to perform functional testing and verify that all systems are working to specification. The results will be reported directly to your team, and Trane will be held accountable for the results.

ECM Measurement

Trane will perform pre- and post-project measurements of the various ECMs, as applicable and as per the selected M&V option. These will occur in the presence of the customer or customer representative as witness. The data will be recorded and shared, and it will be part of the construction period M&V report.

Baseline Development and Adjustments

The baseline is defined by collecting all the data of the affected equipment, system, and facilities through measurement, inspection, and interviews. We use building modeling software to calculate the baseline energy consumption and energy cost.

The purpose for a baseline adjustment is to account for changes that affect energy consumption between the contracted baseline and reporting periods. Therefore, it is important to make the adjustments to the baseline to account for these changes. Our approach to routine adjustments (those factors that are expected to change such as weather) is to perform a regression using the baseline weather and utility data. Using this calculated mathematical model (multi-order polynomial equation), we would apply or use the actual weather data (during the performance) period, to adjust the energy use baseline to the actual weather condition. We would use this approach for ECMs that are weather dependent.

Reporting of Results and Potential Shortfalls

Option A IPMVP will be used to verify the savings associated with this project. A Trane Measurement & Verification Professional will monitor the performance of energy conservation measures at regular intervals and provide annual performance reports throughout each year of the energy savings guarantee. This ensures that any negative trends are identified and corrected so that actual savings match the guaranteed savings for a given year – or are higher than the guaranteed amount.

The difference between guaranteed and actual energy savings for each year of the guarantee period will be reconciled within 90 days following completion of the guarantee year. All savings generated by the project are for your District to keep, even if they exceed the contractual guarantee. In the unlikely event that actual savings for a given year are less than the guarantee for that year, Trane will issue a shortfall check, or upon agreement with the customer, will provide services and/or products equal to the payment required to cover the difference. It's that simple.

The District also has the option to quickly detect failures in your facilities with round-the-clock monitoring from the Trane Intelligent Services center, where our energy professionals provide support 24 hours a day, 365 days a year. In addition to already in place protections, Trane can analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls and the amount of time your staff spends on facility-related problems.

M&V Cost (Billed Annually)

Measurement and Verification services will be billed annually for the cost shown below for a total of **Five** (5) years.

Year	Cost
1	$6,600
2	$6,864
3	$7,139
4	$7,424
5	$7,721

The District may purchase additional years of M&V at any time during the 5th year for an additional cost.

E. Training

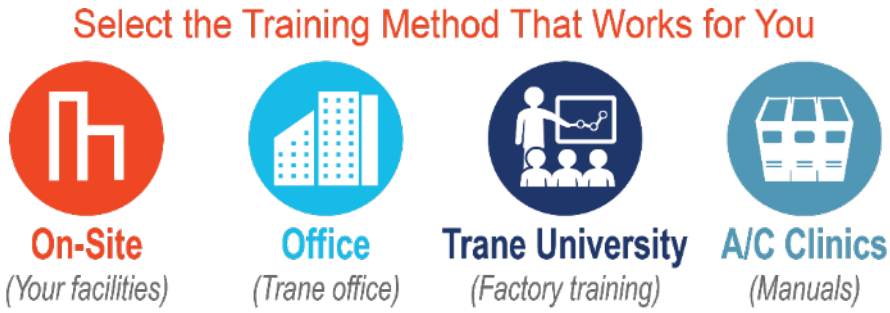
Address your firm's approach to training the district's personnel on the newly installed equipment. Identify hours and number of days (if applicable) as well as the location for the training. Confirm that such training will be at no cost to the District. Does your firm offer additional training services to enhance the skills of facility operations personnel? Identify local training center and their proximity to the District.

Training of On-Site Staff

New equipment will achieve a substantial part of the savings that you expect from a performance contract. Proper training of your staff on how best to operate that equipment will complete the picture. Furthermore, an investment in boosting the skills of your facility staff will reduce the need for third-party service technicians to keep your buildings at peak operating efficiency. Trane provides complete training resources to help you achieve these goals.

To begin with, we will assess the skills of the people who operate and maintain your buildings. This will involve interviews with facility managers and staff. Once we understand the current level of technical proficiency, we will recommend a training plan to upgrade their skills to maximize the energy savings promised by the new equipment. The selected training program will be mutually agreed upon by both of our organizations.

Trane offers a variety of training programs from which to choose. These can be conducted at your location, at our nearby Detroit Trane office in Livonia, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.



Our course instructors have strong HVAC and controls service backgrounds. Courses are designed by professional instructors in partnership with industry experts, applications engineers, product engineers, technical support engineers, and product development teams.

On-Site Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume systems
- Controls training on getting the best performance from your current digital or pneumatic building automation systems
- Energy conservation awareness strategies

Office Training

Trane can customize training for your employees at our local Detroit office in Livonia. This can be as simple as lunch-and-learn or one-day sessions geared to your areas of interest, or more extensive factory training from our national Trane University staff. We are certified by the International Association of Continuing Education and Training, allowing our trainers to award Continuing Education Credits to your employees where applicable.

Trane University™

Innovative and dynamic education and skill improvement, direct from Trane.

Our industry-leading training empowers clients to develop a high level of proficiency operating and optimizing their equipment, controls and building systems. Trane University integrates innovative teaching technologies for instructor-led, distance learning and online courses and webinars. We use interactive and hands-on experience as well as Trane-developed tools for load, system, energy, and economic analysis.

Experienced professional instructors have strong controls and HVAC service backgrounds and are familiar with Trane equipment. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible. Trane University professional education is offered through two tracks.

- **Building Systems and Controls training**, focusing on system design and optimization, is valuable for:
  - Facility owners and management
  - Engineers
- **Technical Service training**, focusing on operation, maintenance, and troubleshooting, was developed for:
  - HVAC service and maintenance technicians
  - Maintenance supervisors
  - Mechanical contractors

These courses are located at our factory training headquarters located in La Crosse, WI and St Paul, MN. Please visit the Trane University website for more information at: **http://www.trane.com/commercial/north-america/us/en/education-training/trane-University.html**

Air Conditioning Clinics

Trane has developed an HVAC training series called Air Conditioning Clinics to educate both a technical and non-technical audience with various fundamentals of heating, ventilating, and air conditioning. The clinics cover basic components such as refrigerant compressors and piping to complex system-level instruction on HVAC and controls systems. The training can be delivered through a nearby Trane office or through a self-guided workbook available online.

Staff Involvement

An important, but sometimes overlooked, aspect of a performance contract is the impact of building occupants on the project's overall success. Trane can help your students and staff understand the importance of energy conservation and how their day-to-day actions can contribute to the project's total savings. Through this type of education, we are working to change the culture, not just the building. The goal is to provide your students and staff with no cost or low-cost strategies that they can implement quickly, thereby increasing the program's overall savings.

Training Specifics

Trane confirms that the training — specific to the equipment to be installed as per this proposal — will be **at no cost to the District.** Hours and number of days will be determined by equipment selection. Trane will coordinate with the District upon award of contract. Location of training can be selected by the District.

Training Locations — Equipment

Trane has four branch locations in Michigan that can provide equipment training:

Detroit, MI
37001 Industrial Rd.
Livonia, MI 48150
(888) 791-0590
66 miles from District

Flint, MI
5335 Hill 23 Drive
Flint, MI 48507
(810) 767-7800
48 miles from District

Lansing, MI
3350 Pine Tree Rd.
Lansing, MI 48911
(888) 717-6323
6 miles from District

Grand Rapids, MI
5005 Corporate Exchange Blvd, SE
Grand Rapids, MI 49512
(888) 928-0085
68 miles from District

F. Support Services

Describe your firm's available support services to the owner after construction is complete.

Trane provides a wide range of offerings to support high performance buildings. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, Trane can provide the expertise to match your specific needs:

HVAC Systems Start Up, Service, and Repair

To help ensure that the new HVAC system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane Building Services provides comprehensive HVAC start-up, service, repair, and warranty service agreements.

Support is delivered by Trane's locally based, factory-trained technicians that service both Trane and other manufacturer's systems. **We have forty-seven (47) technicians in East Michigan and one hundred (100) total in the State. Trane's truck-based service personnel can promptly respond to any request.** Unlike some providers, these service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30+ years of HVAC industry experience.

Trane **start-up services** includes a "go over" to ensure a system operates reliably and at optimal levels. Trane looks at everything from air quality to air handlers, air cooled systems, chillers, and boilers to cooling towers, exhaust fans, and building automation system. We'll test, clean, and address any problems to ensure your system runs the way it should.

Trane offers HVAC unit **repair services** that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Connectivity and Cloud Services

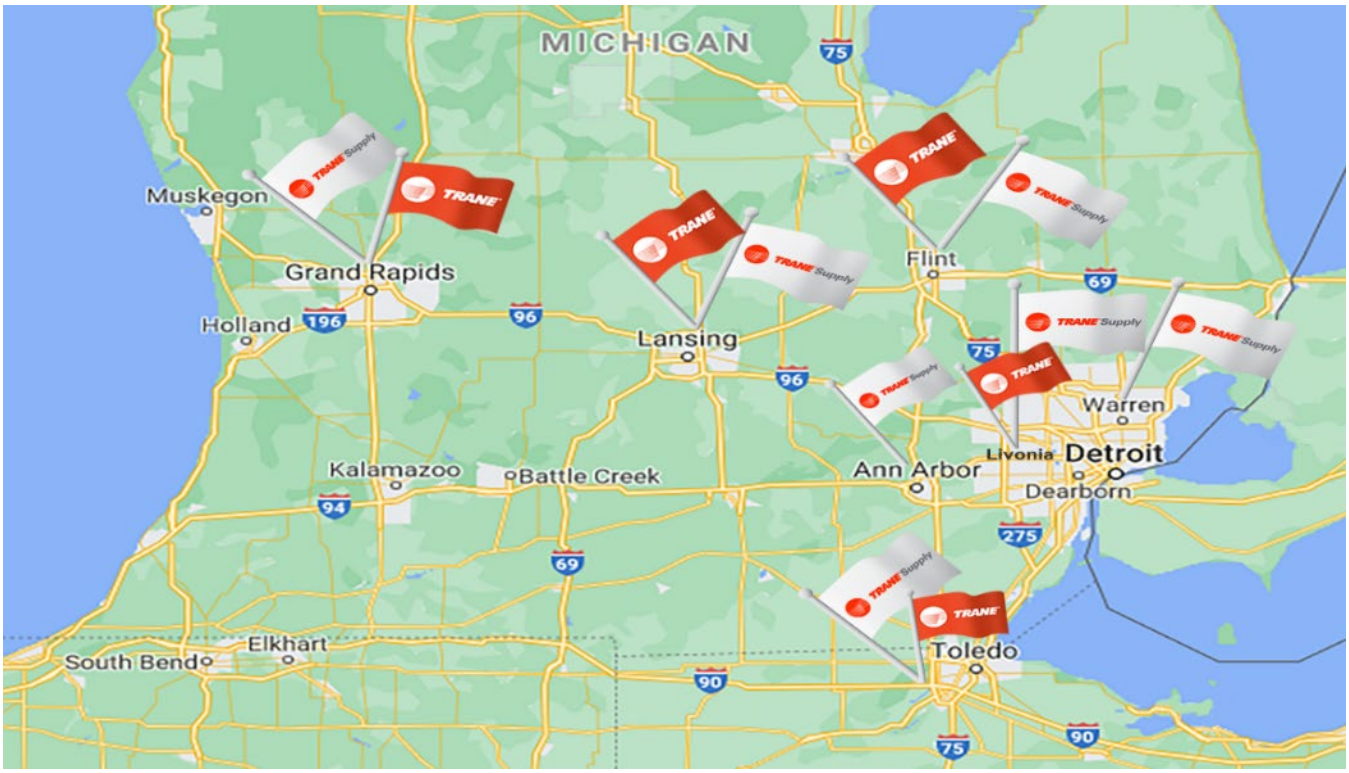
Trane provides secure and scalable solutions via Trane's building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based client portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane's Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.

Rental Solutions

Trane Rental Services provides **24/7/365** local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.

Parts and Supplies

Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their clients via a network of more than 360 locations throughout the United States and Canada. We have six (6) parts stores serving Michigan.



Trane has 4 Commercial sales offices and 6 Trane Supply stores in Michigan:

Commercial Sales Offices			
Detroit, MI 37001 Industrial Rd. Livonia, MI 48150	**Flint, MI** 5335 Hill 23 Drive Flint, MI 48507	**Lansing, MI** 3350 Pine Tree Rd. Lansing, MI 48911	**Grand Rapids, MI** 5005 Corporate Exchange Blvd, SE Grand Rapids, MI 49512

Trane Supply Stores		
Detroit, MI 33725 Schoolcraft Rd. Livonia, MI 48150	**Flint, MI** 2410 Austins Parkway Flint, MI 48507	**Lansing, MI** 3350 Pine Tree Road Lansing, MI 48911
Ann Arbor, MI 1947 S Industrial Highway Lansing, MI 48911	**Troy, MI** 251 Executive Dr. Troy, MI 48083	**Grand Rapids, MI** 1200 Monroe Ave. NW Grand Rapids, MI 49505

5. Project Scope

1. Provide a summary table listing all design build project projected outcomes. Refer to Exhibit A, "Potential Scope" for general categories of energy conservation measures to incorporate in your response. Your Base Bid shall be premised on the Potential Scope identified in Exhibit A. You may also propose Voluntary Alternates. The summary table shall include the following for each measure individually, including for your Base Bid and separately for any Voluntary Alternates.
   a. The cost of each measure, including all design, labor and material costs for the same
   b. Annual net energy savings
   c. Annual net operational savings
   d. Any applicable utility rebates
   e. Calculated simple payback

The project scope is summarized in the table on the next page. This scope of work represents a self-funded project with additional customer contribution over a 20-year term. We have included detailed descriptions of each item later in this section. Please refer to the cash flow in **Section 6** for financial details.

This section is confidential and proprietary information of Trane U.S. Inc.

1. Base Project Scope and Pricing

Building or Facility	ECM Description	Customer Cost	Annual Energy $ Saving	Annual Operation Savings	One-Time Utility Rebate (Est.)
Okemos HS	Gym AHU CHW	$69,036			
Okemos HS	DHW Pipe Insulation	$27,250	$2,522		
Okemos HS	Controls Retrofit	$777,411	$12,331	$3,500	$7,500
Okemos HS	VAV Retrofit	$859,892	$2,058		
Okemos HS	AHU Valves	$55,665			
Bennett Woods ES	VAV Retrofit	$186,221	$845	$73	
Bennett Woods ES	RTUs	$897,113	$3,514		
Bennett Woods ES	Controls Retrofit	$171,432	$1,229	$750	$5,000
Kinawa MS	Controls Retrofit	$200,925		$2,500	$3,500
Kinawa MS	LCAC, LCUV Valves	$71,961			
Kinawa MS	TAB	$13,973			
Edgewood ECC	Controls DDC	$38,356	$652	$389	
Edgewood ECC	Radiator Repair	$26,189			
Central Montessori	Controls Retrofit	$18,614			$1,500
DISTRICT	Controls SA	$91,122			
ALL	**ALL**	**$3,505,162**	**$23,152**	**$7,212**	**$17,500**

2. Proposed Energy Conservation Measures

2. Identify and describe all proposed energy conservation measures listed in the table above. Provide a detailed description of scope of the work to be performed for each outcome, including quantities, sizes, capacities, etc., as applicable. Also clearly indicate any related items or existing equipment that is to remain.

ECM Summary Table

ECM Description	Okemos High School	Bennett Woods ELE	Kinawa MS	Edgewood ECC	Central Montessori
RTU		X			
Controls Retrofit/Upgrade	X	X	X	X	
Controls Commissioning					X
VAV Retrofit	X	X			
AHU Valves	X				
Pipe Insulation	X				
LCAC, LCUV Valves			X		
TAB			X		

Clarifications and Exclusions

General clarifications and exclusions that apply to the following scope of work:

- Applicable permits, fees, and inspections are included.
- No identification, remediation or abatement of hazardous materials has been included in the scope.
- Existing electrical infrastructure is to be reused and deemed in good condition and up to current codes.
- All structures, mechanical, electrical and any other system that is not part of the retrofit is deemed in good operational condition and any work related to such systems is excluded.
- All work to be performed according to the below plan. To meet project timeline goals and planned project labor costs, OKEMOS PUBLIC SCHOOLS will be expected to work with Trane staff and its partners' staff to achieve the below worksite access for the duration of each ECM.
- Prevailing Wage not included

Bldg / ECM	Estimated Onsite Duration	Time of Day Access	Access Plan
OHS: Controls & VAV Retrofit	10 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2026
BES: Controls + VAV retrofit	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025

Bldg / ECM	Estimated Onsite Duration	Time of Day Access	Access Plan
OHS-DHW Pipe Insulation	1 week	Mon to Fri 1st Shift	Work to occur in Boiler Room and service disruptions are not expected.
OHS: AHU valve replacements	10 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion of work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities
OHS: Gym Cooling	21 days	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion of work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities
BES: RTUs	14 days	Mon to Fri 1st Shift	Work to occur during normal business hours / Building will need to be vacant during all crane lifts / School will need to ensure sufficient parking lot clearance for crane lifts / Other work to occur during normal hours.
KMS: HHW/CHW valve replacement	21 Days	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion of work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities
KMS: Controls	8 Weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
KMS: Test and Balance	2 Weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025

Bldg / ECM	Estimated Onsite Duration	Time of Day Access	Access Plan
ECC: Controls Retrofit	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
ECC: Radiator Covers	2 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
Montessori: Commissioning	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025

- Prevailing wages are NOT included for this project.
- Overall project management, including coordination with District personnel is included.
- Any part numbers or technical product information as part of this proposal is subject to change based on availability and site conditions at time of installation. Substituted parts will be of similar or better performance for their intended application and will be approved by a customer.
- Trane's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. See Article 5 of Appendix 1 in the attached sample contract for further detail.
- Unless otherwise stated, Trane Services do not include stamped engineering drawings or correction of current existing code deficiencies.

Summary for Mechanical Scope of Work

Okemos HS – VAV (40) and FPB (164) Reheat

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Isolate, drain, and disconnect piping from existing to accommodate work. Remove and dispose of unnecessary piping. Refill after conclusion of piping work and vent air.

- Owner is responsible for ceiling tile removal and reinstallation.
- Install Trane provided HHW reheat valves for 164 FPB and 39 VAV.
- Insulate all new or modified piping.
  - Insulation shall be 2" fiberglass with ASJ.
  - Elbows shall be PVC jacket.
- Asbestos abatement to be by owner.
- Refill and vent air from heating hot water system.
  - Include venting of downstream devices.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.

Okemos HS – FTR Control Valves (53)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Isolate, drain, and disconnect piping from existing to accommodate work. Remove and dispose of unnecessary piping. Refill after conclusion of piping work and vent air.
- Install Trane provided HHW Control Valves.
- Insulate all new or modified piping.
  - Insulation shall be 2" fiberglass with ASJ.
  - Elbows shall be PVC jacket.
- Asbestos abatement to be by owner.
- Refill and vent air from heating hot water system.
  - Include venting of downstream devices.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.

Okemos HS – CHW and HHW Valve Replacement

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Isolate, drain, and disconnect piping from existing to accommodate work. Remove and dispose of unnecessary piping. Refill after conclusion of piping work and vent air.
- Owner is responsible for ceiling tile removal and reinstallation.
- Install Trane provided CHW Control Valves.
  - One CHW valve for each of AHUs 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 18, 19 and 21
- Install Trane provided HHW Control Valves.

- One HHW valve for each of AHUs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 21

- AHU-16 - Provide and install necessary piping, specialties and isolation valves from existing CHW piping S/R at Mechanical room wall to two (2) CHW valves (already installed by others).
  - Provide thread-o-lets in each cooling coil S/R to accommodate installation of one analog and one electronic temperature sensor.
  - Provide and install one analog Trerice thermometer in each of (2) cooling coil S/R piping.
- Install Trane provided electronic sensors in each of (2) cooling coil S/R piping.

NOTICE: THE ADDITION OF AHU-16 TO THE COOLING LOOP WILL INCREASE THE COOLING LOAD ON THE EXISTING CHILLED WATER PLANT BY 1,570 MBH (130-TONS) AND 314 GPM AT DESIGN CONDITION. THIS ADDITIONAL COOLING LOAD IN CONJUNCTION WITH THE ALREADY CONNECTED COOLING LOAD MAY OVERWHELM BOTH THE CHILLED WATER PUMPS AND THE EXISTING DAIKEN CHILLER'S ABILITY TO COMPENSATE FOR THE LOAD AND MAY REQUIRE SHUTTING DOWN A COMBINATION OF AHU'S CONNECTED TO THE CHILLED WATER PLANT WHEN AHU-16 IS IN COOLING MODE.

- Insulate all new or modified piping.
  - Insulation shall be 2" fiberglass with ASJ.
  - Elbows shall be PVC jacket.
- Asbestos abatement to be by owner.
- Refill and vent air from heating hot water system.
  - Include venting of downstream devices.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.

Bennett Woods FPB HHW Reheat (51)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Isolate, drain, and disconnect piping from existing to accommodate work. Remove and dispose of unnecessary piping. Refill after conclusion of piping work and vent air.
- Owner is responsible for ceiling tile removal and reinstallation.
- Install Trane provided HHW reheat valves for 51 FPB.
- Insulate all new or modified piping.
  - Insulation shall be 2" fiberglass with ASJ.
  - Elbows shall be PVC jacket.
- Asbestos abatement to be by owner.
- Refill and vent air from heating hot water system.
  - Include venting of downstream devices.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.

Bennett Woods Rooftop Units RTUs (8)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Disconnect and preserve for reuse gas and/or water heating from each RTU.
  - HVAC-1, HVAC-2 HHW 3-way control valve.
  - HVAC-3, HVAC-4, HVAC-5, HVAC-6, HVAC-7, HVAC-8 gas heating.
- Trane will coordinate electrical disconnect/reconnect of each RTU.
- Dispose of all equipment and material in compliance with local and federal laws and codes.
- Recover refrigerant and remove oil in compliance with EPA guidelines.
- Receive (8) RTUs at crane yard, store in a safe and clean fashion and transport to site.
- Include all crane services, transport services from crane yard to site and rigging.
- Remove existing RTUs from existing roof curbs, being careful not to damage roof or roof curbs.
  - The intention is to reuse the existing roof curbs.
  - If new curbs are required, include the services of a licensed roofing contractor to re-flash and seal new curbs if deemed necessary at Trane's discretion.
- Trane will provide curbs and/or curb adaptors as necessary.
- Install new Trane RTUs on existing curbs and seal accordingly.
- Furnish and install all pipe and fittings required to reinstall gas services.
- Trane will coordinate electrical reconnect.
- Reconnect RTU to existing ductwork and seal as required.
  - Seal using SMACNA approved methods and materials.
- Trane PM and the School District will coordinate the removal of lock out/tag out locks and the re-energization of gas and electrical sources.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.
- Include all permitting and inspection fees.
- Trane will provide the services of a NEBBS qualified TAB Trane.

Kinawa Middle School – CHW (12) and HHW (16) Valves LCAC and LCUV

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Isolate, drain, and disconnect piping from existing to accommodate work. Remove and dispose of unnecessary piping. Refill after conclusion of piping work and vent air.
- Install Trane provided CHW and HHW Control Valves for LCAC Units.
  - One CHW and one HHW valve for each LCAC 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

- Install Trane provided HHW Control Valves for LCUV Units.
  - One HHW valve for each LCUV 5, 6, 7 and 8.
- Insulate all new or modified piping.
  - Insulation shall be 2" fiberglass with ASJ.
  - Elbows shall be PVC jacket.
- Asbestos abatement to be by owner.
- Refill and vent air from heating hot water system.
  - Include venting of downstream devices.
- Flush, and leak test all new piping. Remove and clean strainers.
  - Provide stop valves and bypasses as required to facilitate the cleaning and testing.

Summary for Sheet Metal Scope of Work

Okemos HS – Fan Powered Boxes (164)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Owner is responsible for ceiling tile removal and reinstallation.
- Open bottom of existing fan powered box (FPB) sheet metal enclosure to the extent necessary to facilitate removal of existing damper and actuator and install retrofit kit.
- Remove existing damper and actuator.
- Install Trane provided FPB retrofit kit.
- Reconnect to existing FPB supply air duct.
  - Seal airtight with duct mastic.
- Close and seal access opening airtight.
  - Use a combination of sheet metal screws and adhesive foil tape.
- Mastic as necessary for airtight seal.
- All adhesives and mastics are to be asbestos free.

Okemos HS – VAV Boxes (40)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Owner is responsible for ceiling tile removal and reinstallation.
- Open bottom of existing variable air volume box (VAV) sheet metal enclosure to the extent necessary to facilitate removal of existing damper and actuator and install retrofit kit.
- Remove existing damper and actuator.
- Install Trane provided VAV retrofit kit.

- Reconnect to existing VAV supply air duct.
  - Seal airtight with duct mastic.
- Close and seal access opening airtight.
  - Use a combination of sheet metal screws and adhesive foil tape.
- Mastic as necessary for airtight seal.
- All adhesives and mastics are to be asbestos free.

Bennett Woods – VAV Boxes (51)

- Trane is responsible for all necessary permitting.
- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Owner is responsible for ceiling tile removal and reinstallation.
- Open bottom of existing variable air volume box (VAV) sheet metal enclosure to the extent necessary to facilitate removal of existing damper and actuator and install retrofit kit.
- Remove existing damper and actuator.
- Install Trane provided VAV retrofit kit.
- Reconnect to existing VAV supply air duct.
  - Seal airtight with duct mastic.
- Close and seal access opening airtight.
  - Use a combination of sheet metal screws and adhesive foil tape.
- Mastic as necessary for airtight seal.
- All adhesives and mastics are to be asbestos free.

Summary for Test and Balance Scope of Work

Kinawa Middle School – LCAC (14) and LCUV (14)

- Provide pre-testing of LCAC and LCUV units waterside and airside and report as-found conditions.
  - Utilize existing equipment selection criteria located in existing equipment schedule provided by Trane to indicate as-found variance from as designed.
  - Provide report indicating if LCAC/LCUV fan and motor can be re-sheaved to achieve design airflow.
  - Provide re-sheaving sizes as necessary.
  - Indicate in the as-found report if cooling or heating coils exhibit unusually high static air pressure drops due to coil cleanliness.
- Provide pricing for retesting if this condition exists.
- After Trane has replaced the existing heating coil and cooling coil control valves, Provide post-testing of LCAC and LCUV units waterside.
  - Adjust balance valves to achieve original design waterflow.

- Indicate if balance valve adjustment is possible with existing balance valves.
- If balance valves must be replaced in order to achieve design flowrates.
- Provide pricing for retesting if this condition exists.

- Provide report of as-left conditions.

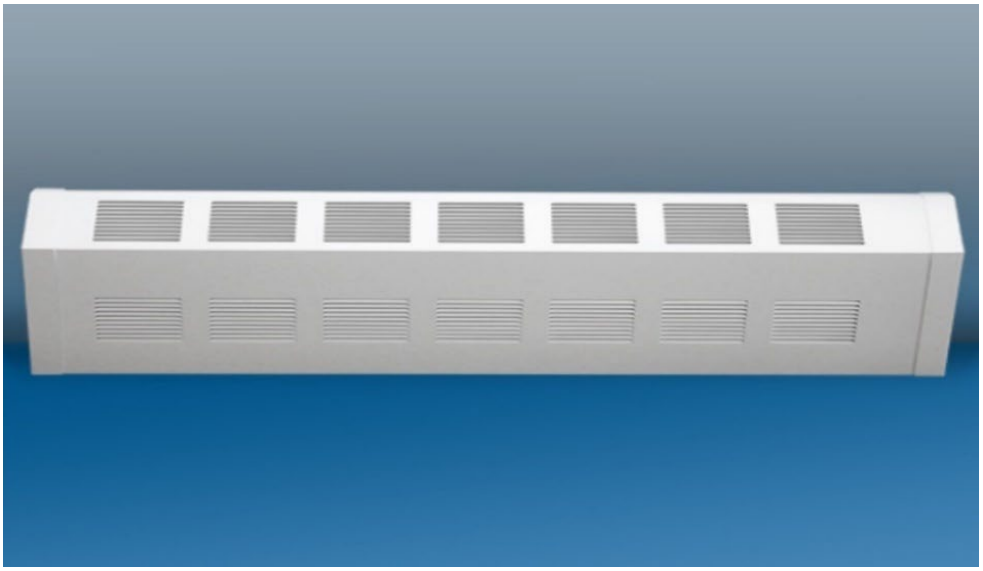
Bennett Woods – RTUs (8)

- Provide pre-testing of RTUs units waterside for HVAC-1 and HVAC-2 only and air side for all (8) RTUs and report as-found conditions.
  - Utilize existing equipment selection criteria located in existing equipment schedule provided by Trane to indicate as-found variance from as designed.
  - Provide report indicating if RTU fan and motor can be re-sheaved to achieve design airflow.
  - Provide re-sheaving sizes as necessary.
- After the Trane has replaced the existing RTUs, Provide post-testing of RTUs HVAC-1 and HVAC-2 waterside and air side of all (8) RTUs.
  - Adjust balance valves to achieve original design waterflow.
    - Indicate if balance valve adjustment is possible with existing balance valves.
    - If balance valves must be replaced in order to achieve design flowrates.
    - Provide pricing for retesting if this condition exists.
- Provide report of as-left conditions.

Summary for Edgewood FTR Covers Scope of Work (10)

- Remove existing fin tube radiation (FTR) covers.
- Provide and install (10) new FTR covers on existing ten-foot long FTR using existing cover brackets.

Proposed FTR cover



Summary for Electrical Scope of Work

Bennett Woods – RTU Electrical Disconnect and Reconnect

- Lock Out and Tag Out all sources of energy.
  - Locks and Tags will be double locked to include a Trane PM Lock.
- Disconnect and preserve for reuse electrical 208v/3 phase power from each RTU.
  - Take precautions not to damage roof penetrations and/or pitch pans.
- All RTUs will be delivered with factory mounted electrical disconnects.
- Electrical service entrances of replacement are expected to be in the same location as existing.
- Provide electrical conduit, junction boxes and wiring as required to re-terminate electrical power to new equipment.
  - All electrical components and the installation of each to meet the requirements of NEC and local codes
- Trane will coordinate the removal of locks and tags.
- Confirm proper rotation of all motors.
  - Re-terminate as required.
- Include all permitting and inspection fees.

Summary for Controls Scope of Work

High School

- Front End
  - Provide, mount and wire (2) Trane SC+ BACnet Building controllers
  - Map points, create standard color graphics and provide programming for HVAC controls.
  - System utilizes BACnet communication
  - Provide standard equipment graphics
- AHU's 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,17,18,19,21
  - Remove existing Trane PCM Controller
  - Provide, mount and wire new Trane BACnet controller and expansion module
  - Provide, mount and wire (3) new damper actuators (reuse wiring)
  - Provide, mount and wire new Supply/mixed/return air /room temperature sensors
  - Reuse all other end devices including space temperature
  - Provide new heating valves for installation by others
  - For AHU's 1,2,3,4,5,6,7,8,9,11,18,19,20,21 Provide new chilled water valve for installation by others
  - Wiring to new Trane Comm link is included
- AHU #16
  - Provide chilled water valve for installation by others
- Fan Powered VAV's Qty 164

- Units have New retrofit Kit installed
- Provide, mount and wire zone sensor and discharge air sensor
- Provide heating valve for installation by others
- Wiring to new Trane Comm link is included

- VAVs Qty 39
  - Units have New retrofit Kit installed
  - Provide, mount and wire zone sensor and discharge air sensor
  - Provide heating valve for installation by others
  - Wiring to new Trane Comm link is included
- Finned Tube QTY 60
  - Provide heating valve for installation by others
  - Wire to nearest Trane Controller
- Boilers QTY 6
  - Boilers to have Factory provided BACnet interface
  - Provide, mount and wire Trane BACnet controller with expansion module.
  - Reuse all end devices
  - Wiring to Trane Comm link is included
- Commissioning
  - Commissioning of hot water and chilled water plant is included

Bennett Woods

- Front End
  - Provide, mount and wire Trane SC+ BACnet Building controller
  - Map points, create standard color graphics and provide programming for HVAC controls.
  - System utilizes BACnet communication
  - Provide standard equipment graphics
- Fan Powered VAVs Qty 51
  - Units have New retrofit Kit installed
  - Provide, mount and wire zone sensor and discharge air sensor
  - Provide heating valve for installation by others
  - Wiring to new Trane Comm link is included
- Boilers QTY 2
  - Boilers to have Factory provided BACnet interface
  - Provide, mount and wire Trane BACnet controller with expansion module.
  - Reuse all end devices
  - Wiring to Trane Comm link is included

Kinawa Middle School

- Front End
  - Remove existing BCU Controller
  - Provide, mount and wire Trane SC+ BACnet Building controller with Bridge license
  - Map points, create standard color graphics and provide programming for HVAC controls.
  - System utilizes BACnet communication
  - Provide standard equipment graphics
- AHU's QTY 16
  - Reuse existing Trane PCM Controller
  - Provide, mount and wire (3) new damper actuators (reuse wiring)
  - Provide, mount and wire new Supply/mixed/return air /room temperature sensors
  - Reuse all other end devices including space temperature
  - Provide new heating and chilled water for installation by others
  - Wiring to new Trane Comm link is included
- Existing devices
  - Pull in all existing devices to new Front end

Edgewood

- Front End
  - Site has existing Trane SC+ BACnet Building controllers
  - Map points, create standard color graphics and provide programming for HVAC controls.
  - System utilizes BACnet communication
  - Provide standard equipment graphics
- AHU's QTY 2
  - Remove existing Pneumatic Controls
  - Provide, mount and wire new Trane BACnet controller and expansion module
  - Provide, mount and wire (3) new damper actuators (reuse wiring)
  - Provide, mount and wire new Supply/mixed/return air /room temperature sensors
  - Provie, mount and wire start/stop/status, low limit, return air humidity
  - Provide Chilled water valves for installation by others
  - Wiring to new Trane Comm link is included
- Kitchen MAU's/Exhaust
  - Provide, mount and wire Trane BACnet Controller
  - Provide, mount and wire Interlock wiring
  - Provide, mount and wire start/stop/status
  - Wiring to Trane Comm link is included
- Programming and verification of the above identified controls

- Project engineering and management
- Owner instruction for Trane controls
- 1-year parts and labor warranty
- All work to be performed during regular business hours Monday - Friday
- All Low voltage wiring to be in open plenum cable supported with j-hooks or bridle rings
- All low voltage wiring in mechanical rooms to be installed in EMT conduit where subject to physical damage
- All Smoke/Fire Dampers, detectors and their actuators, controls, and power to be provided by others

NOT INCLUDED:

- Any fire, smoke and security work
- Any Ethernet LAN cabling and associated IT infrastructure, VPN, etc.
- Any patching, painting, finishing
- VFDs: provision, installation and power wiring by others
- Commissioning
- Integration to other control systems
- High School Constant Volume units with Electric reheat

3. Project Scope Energy Performance Savings by ECM

3. Provide in table form, a detailed breakdown of the energy performance savings to be derived for each energy conservation measure, including the following:
   - Annual guaranteed electrical, natural gas, water, and/or other utility savings. Both usage savings and the calculated monetary value of those savings shall be listed.
   - Guaranteed energy savings and operating and maintenance costs savings resulting from each energy conservation measure and the project as a whole. Totals should match those listed in the summary table above.

On the following page, we are enclosing a detailed breakdown of the energy performance savings from each energy conservation measure.

Detailed Breakdown of Energy Performance Savings

Annual guaranteed electrical, natural gas, water, and/or other utility savings. Both usage savings and the calculated monetary value of those savings shall be listed.

ECM Description	Building or Facility	Annual Electricity (kWh) Savings	Annual Electricity ($) Savings	Annual Gas (therms) Savings	Annual Gas ($) Savings	Annual Operation ($) Savings	TOTAL Annual ($) Savings
AHU Valves	Okemos HS	–	–	–	–	–	–
Controls DDC	Edgewood ECC	–	–	1,576	$652	$389	$1,041
Controls Retrofit	Okemos HS	84,438	$7,684	5,198	$4,647	$3,500	$15,831
Controls Retrofit	Bennett Woods ES	–	–	1,576	$1,229	$750	$1,979
Controls Retrofit	Kinawa MS	-	-	-	-	$2,500	$2,500
Controls Retrofit	Central Montessori	-	-	–	–	–	-
Controls SA	DISTRICT	-	-	-	-	-	-
DHW Pipe Insulation	Okemos HS	–	–	2,822	$2,522	-	$2,522
Gym AHU CHW	Okemos HS	–	–	–	–	-	-
LCAC, LCUV Valves	Kinawa MS	–	–	–	–	–	–
Radiator Repair	Edgewood ECC	–	–	–	–	–	–
RTUs	Bennett Woods ES	22,815	$3,514	-	-	-	$3,514
TAB	Kinawa MS	–	–	–	–	–	–
VAV Retrofit	Okemos HS	4,074	$371	1,887	$1,687	–	$2,058
VAV Retrofit	Bennett Woods ES	709	$109	944	$736	$73	$918
ALL	**ALL**	**112,036**	**$11,677**	**14,003**	**$11,475**	**$7,212**	**$30,364**

Guaranteed energy savings and operating and maintenance costs savings resulting from each energy conservation measure and the project as a whole. Totals should match those listed in the summary table above.

Building or Facility	ECM Description	Customer Cost	Annual Energy Savings	Annual Operation Savings	One-Time Utility Rebate (Est.)
Okemos HS	Gym AHU CHW	$69,036			
Okemos HS	DHW Pipe Insulation	$27,250	$2,522		
Okemos HS	Controls Retrofit	$777,411	$12,331	$3,500	$7,500
Okemos HS	VAV Retrofit	$859,892	$2,058		
Okemos HS	AHU Valves	$55,665			
Bennett Woods ES	VAV Retrofit	$186,221	$845	$73	
Bennett Woods ES	RTUs	$897,113	$3,514		
Bennett Woods ES	Controls Retrofit	$171,432	$1,229	$750	$5,000
Kinawa MS	Controls Retrofit	$200,925		$2,500	$3,500
Kinawa MS	LCAC, LCUV Valves	$71,961			
Kinawa MS	TAB	$13,973			
Edgewood ECC	Controls DDC	$38,356	$652	$389	
Edgewood ECC	Radiator Repair	$26,189			
Central Montessori	Controls Retrofit	$18,614			$1,500
DISTRICT	Controls SA	$91,122			
ALL	**ALL**	**$3,505,162**	**$23,152**	**$7,212**	**$17,500**

4. Engineering Methodology and Calculations

4. Describe the engineering methodology and calculations used for each of the proposed energy savings measures. Also provide detailed calculations to substantiate any proposed operating and maintenance cost savings.

RTU Computation of Savings

The following written calculation is presented to describe the savings calculations regarding RTU Efficiency Upgrades. The savings calculations have been established and collaboratively agreed to by Okemos Public Schools and Trane. For the purposes of this Agreement, the data is mutually agreed upon and will not be measured, monitored or adjusted.

The savings for this measure are based on the improvement in efficiency between the pre- and post-retrofit RTU. The following equations were used to determine electricity savings.

Cooling Efficiency Savings (kWh)

$$kWh_{Savings} = \left(\frac{kBtu}{hr}\right) \times \left[\left(\frac{1}{SEER_{Existing}}\right) - \left(\frac{1}{SEER_{Retrofit}}\right)\right] \times EFLH$$

$$kW = \left(\frac{kBtu}{hr}\right) \times \left[\left(\frac{1}{EER_{Existing}}\right) - \left(\frac{1}{EER_{Retrofit}}\right)\right] / 1000 \times CF$$

Where:

$EER = Energy\ Efficiency\ Ratio\ (Max\ Load\ Efficiency)$

$EFLH = Exhisting\ Full\ Load\ Hours$

$CF = Summer\ Peak\ Coincidence\ Factor$

Controls Computation of Savings

Energy savings for this ECM comes from the following list of BAS upgrades. The key measured parameters for this ECM will be hot water temperature. The following tables provide the M&V sampling strategy and measurement methodology utilized in this ECM. Measurement will occur once pre- and post-install and verification will occur annually. Annual verification during the performance period will include continuous trends for two weeks of heating season data and two weeks of cooling season data. Trane reserves the right to incorporate more than two weeks of data in the analysis and to select any two-week period within each heating and cooling season.

M&V Period	Population	Measurement Type
Baseline	13 Boilers	One time BAS Trend Analysis
Post-Installation	13 Boilers	One-time BAS Trend Analysis

M&V Period	Population	Measurement Type
Performance	13 Boilers	Annual verification through BAS Trends

Post Retrofit Verification Method

Control Strategy	Measurement Methodology
Heating Hot Water Supply Temperature Reset	Continuous trend log for two weeks during heating months (winter) from BAS system showing supply water temperature setpoint and outdoor air temperature.

$$Savings = Boiler\ Load * HoursBIN * Reset\ Factor * Reset\ F * 1{,}000{,}000$$

Controls Parameter Table

Building	Day Type	Occupied Hours	Occupied Temps	Setback Hours	Setback Temps
High School	All Occupied Days	6 AM – 6 PM	70°F Htg | 74°F Clg	6 PM – 6 AM	60°F Htg | 85°F Clg
High School	Weekend	9 AM – 4 PM	70°F Htg | 74°F Clg	4 PM – 9 AM	60°F Htg | 85°F Clg
High School	Holiday	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
High School – Gym	All Occupied Days	6 AM – 10 PM	70°F Htg | 74°F Clg	10 PM – 6 AM	60°F Htg | 85°F Clg
High School	Scheduled Shutdown	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
Middle School	All Occupied Days	6 AM – 6 PM	70°F Htg | 74°F Clg	6 PM – 6 AM	60°F Htg | 85°F Clg
Middle School	Weekend	9 AM – 4 PM	70°F Htg | 74°F Clg	4 PM – 9 AM	60°F Htg | 85°F Clg
Middle School	Holiday	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
Middle School	Scheduled Shutdown	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
All ES	All Occupied Days	6 AM – 6 PM	70°F Htg | 74°F Clg	6 PM – 6 AM	60°F Htg | 85°F Clg
All ES	Weekend	9 AM – 2 PM	70°F Htg | 74°F Clg	2 PM – 9 AM	60°F Htg | 85°F Clg
All ES	Holiday	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
All ES	Scheduled Shutdown	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg

Building	Day Type	Occupied Hours	Occupied Temps	Setback Hours	Setback Temps
Montessori School	All Occupied Days	6 AM – 6 PM	70°F Htg | 74°F Clg	6 PM – 6 AM	60°F Htg | 85°F Clg
Montessori School	Weekend	9 AM – 2 PM	70°F Htg | 74°F Clg	2 PM – 9 AM	60°F Htg | 85°F Clg
Montessori School	Holiday	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg
Montessori School	Scheduled Shutdown	None – None	70°F Htg | 74°F Clg	None – None	60°F Htg | 85°F Clg

VAV Retrofit Calculations

Assumptions

- TIS Heating default is 73°F
- TIS Cooling default is 71°F
- 1 CFM/Sqft is typical design for VAV boxes
- Based off constant volume AHU, a majority of AHUs are VAV
- Does not account for holiday hours or impact of nighttime temperatures on savings
- Calculation limited to one zone, multiple zones must be calculated separately

$$\frac{BTU}{h} = \frac{ft3}{mim} * 0.075 \frac{lb}{ft3} * 60 \frac{min}{h} * 0.24 \frac{BTU}{lb\ x\ F} * Delta\ T$$

Pipe Insulation

Domestic hot water piping was observed to have long uninsulated lengths. Spreadsheet calculations were performed taking into account the length of pipe, diameter of pipe material type, difference in pipe and surrounding temperatures, and reduction in heat loss rate of the bare pipe compared to insulated pipe.

Bare Pipe Heating Use

$$q_{pipe} = \frac{2 * \pi * \Delta T}{\frac{1}{h * \left(D_{outer}/_2\right)}}$$

Where:
q_{pipe} = *heat loss per linear foot = Btu/h/lin.ft.*

$h = total\ convective\ heat\ transfer\ factor = h_{convection} + h_{radiation}$

$h_{convection} = 0.213 * \left(\frac{\Delta T}{D}\right)^{\left(\frac{1}{4}\right)}$ [ASHRAE 2005, Ch. 3, Eq. T10.16]

Insulated Pipe Heating Use

$$q_{pipe} = \frac{2 * \pi * \Delta T}{\frac{ln\left({}^{D_{outer}}/_{D_{inner}}\right)}{k} + \frac{1}{h * \left({}^{D_{outer}}/_{2}\right)}}$$

Where:

q_{pipe} = *heat loss per linear foot = Btu/h/lin.ft.*

Definitions

$\Delta T = T_{surface} - T_{air}$

$\Delta T = T_{surface} - T_{air}$

D = Outer diameter

$$h_{radiation} = \varepsilon * \sigma * {}^{\left(T_{surface}^4 - T_{air}^4\right)}/_{\left(T_{surface} - T_{air}\right)}$$

e = *emissivity of surface*

s = *Stefan-Boltzmann constant = 0.1714 x 10-8 Btu / (hr-ft^2-°R^4)*

$T_{surface}$ = *Temperature of surface*

T_{air} = *Average ambient air temperature*

5. Maintenance Program

5. If the Bidder proposes a maintenance program, provide detailed information regarding the annual costs, scope of services provided, and terms of contract.

System Analysis and Review

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

Control Loop Tuning

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

Sequence of Operation Verification

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

Trane Tracer SC Front End Database Backup

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

Software Service Pack Updates

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

Operator Coaching

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

6. Warranties

6. Provide a table identifying a summary of all warranties by equipment type, including manufacturer's warranty coverage and duration that may exceed the overall project warranty term.

Typical construction project warranties of one-year parts and labor generally apply to energy savings performance contracting projects; however, custom warranties are available if requested. Upon completion of each system installation and at substantial completion of each system installation, Trane will provide the District with a copy of all manufacturers' equipment warranty documents for parts and systems installed as part of this project.

Trane actively manages the warranty for the entire project from equipment (regardless of manufacturer) to all work self-performed or by our subcontractors. The District will have **one Trane number to call** for all warranty support. We do not encumber our clients with any warranty management responsibilities.

A Trane Extended Parts, Labor and Refrigerant Warranty can be included in the installation price of the project, shifting all maintenance and repair risk to Trane. As a manufacturer, we are able to offer this coverage for our equipment at a price that delivers tremendous value to the customer. Manufacturers of non-Trane equipment are often unwilling or unable to provide Trane or the customer with extended warranty coverage for the full term of this contract. However, we will explore these same extended warranty programs for all non-Trane equipment.

Below is a summary of all warranties by equipment type:

Equipment	Equipment Type	Service	Building	Manufacturer's Warranty	
				Coverage	Duration (years)
RTU	Compressors	Cooling	BES	Parts & Labor	1
	Compressors	Cooling	BES	Parts	5
	All other RTU components	Cooling	BES	Parts & Labor	1
Controls	Controllers & Wall Sensors	Temp. Controls for Bldg.	All	Parts & Labor	1
Controls	Actuators	Temp. Controls for Bldg.	All	Parts	2

Correction Warranty

Trane warrants to the District that materials and equipment furnished under the contract will be of good quality and new unless the contract documents require or permit otherwise.

The Contractor further warrants that the Work will conform to the requirements of the contract documents and will be free from defects, except for those inherent in the quality of the work the contract documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective.

Trane's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by Trane, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

7. Project Schedule

7. Provide a project schedule for implementation of the stated scope of work.

Contract Execution Date: March 10, 2025

Mobilization Date: April 7, 2025

Completion Date: July 7, 2026 (based on contract execution date of March 10, 2025)

Construction duration is expected to take 15 months.

Bldg / ECM	Estimated Onsite Duration	Time of Day Access	Access Plan
OHS: Controls & VAV Retrofit	10 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2026
BES: Controls + VAV retrofit	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
OHS-DHW Pipe Insulation	1 week	Mon to Fri 1st Shift	Work to occur in Boiler Room and service disruptions are not expected.
OHS: AHU valve replacements	10 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion of work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities

Bldg / ECM	Estimated Onsite Duration	Time of Day Access	Access Plan
OHS: Gym Cooling	21 days	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities
BES: RTUs	14 days	Mon to Fri 1st Shift	Work to occur during normal business hours / Building will need to be vacant during all crane lifts / School will need to ensure sufficient parking lot clearance for crane lifts / Other work to occur during normal hours.
KMS: HHW/CHW valve replacement	21 Days	Mon to Fri 1st Shift	Work to occur during normal business hours / A portion of work to be completed during summer months with some work being completed during the academic year / Staged install coordinated via Trane PM / Some interruptions of services are expected and will be coordinated with District Facilities
KMS: Controls	8 Weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
KMS: Test and Balance	2 Weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
ECC: Controls Retrofit	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
ECC: Radiator Covers	2 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025
Montessori: Commissioning	4 weeks	Mon to Fri 1st Shift	Work to occur during normal business hours / Major work to be completed during summer months 2025

6. Financial Analysis

Project Financing

> Discuss the respondent's demonstrated ability to provide or arrange project financing. If financing is arranged through a third party, explain to whom payments will be made.

Trane is a large, successful, financially stable company that can procure and provide various financing options for performance contracting projects. Based on our past performance experience and credit worthiness, Trane can attract all the major financial firms to competitively bid and provide the best financial rates. Our financial support process is transparent, seamless, timely, and cost-effective, with the most competitive interest rates available. We have highlighted different financing methods below.

Trane Programs

Anticipation Discount Program

The Trane **Anticipation Discount Program** can give you the opportunity to reduce the cost of equipment purchases by making payment prior to shipment. This method reduces program costs, enhance your credit standing, and gain immediate order approval. Trance can customize the program for different projects utilizing Trane HVAC supplies, which allows for variable payment amounts in addition to variable payment dates. The amount of the final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and sipping dates.

Cooperative Purchasing Programs

Trane's **Cooperative Purchasing Programs** maximize buying power. Many of our educational and government clients access our broad portfolio of energy-efficient heating, ventilating and air conditioning systems, building, contracting and energy services, parts support and advanced controls via our **OMNIA Partners** contract.

Reallocation of Internal Capital Improvement Budgets

Reallocation of internal capital improvement budgets involves adjusting or redirecting funds to improve or invest in infrastructure. These funds can be used to provide full project financing or as a buy-down to reduce the amount that needs to be funded via third-party financiers. Projects executed through this option secure savings for the life of the contract so the savings can be reinvested to pay for additional facility improvements. The client has proprietorship of the assets with no security interest.

Loans

Bank or Specialty Energy Savings Performance Contracting (ESPC) Lender

A loan from an existing creditor is often an efficient way to access funding and leverage additional funds on deposit to secure favorable rates. However, traditional lenders often require shorter terms, substantial down payments/collateral, pre-specified credit ratios, and strict covenants. Trane has established relationships with Specialty ESPC Lenders that are comfortable with performance contracting and longer-term loans. Trane's banking partners have invested billions of dollars in ESPCs

and renewable energy projects for tax-exempt client organizations. In this case, Trane has no interest or stake in the financing option chosen. The client makes payments directly to the selected lender and will own the assets at the end of the financing term. Trane's clients have financed projects through lenders including Bank of America, Bluepath Financial, Bostonia, DLL, Grant Capital, Hannon Armstrong, Metrus Energy, Truist, US Bank, and Wells Fargo.

Property Assessed Clean Energy (PACE) Loans

PACE loans are intended to promote the adoption of clean and energy-efficient and include improvements like solar panel installations, energy-efficient windows, insulation, and HVAC system upgrades. The loans are repaid through an assessment on the property's tax bill over an extended period, typically 10-25 years. The loan is attached to the property, so if the property is sold, the new owner assumes the remaining loan obligations. PACE loans often have lower interest rates compared to traditional financing options and the repayment is made through property tax assessments. PACE loan programs vary across jurisdictions and are available in areas where state legislation has authorized them, and local governments have implemented the program.

Bonds

The following bonds are available to certain qualifying entities, such as municipal utilities, cooperatives, and state, local, and tribal government bodies:

General Obligation Bond

A General Obligation (GO) bond is a type of municipal bond that is backed by the full faith and credit of the issuer and is not directly tied to a specific revenue source or project. Instead, the repayment is supported by the issuer's ability to levy taxes or collect revenues from various sources. A government entity can issue GO bonds to finance energy-related infrastructure or initiatives. Projects could include the construction or renovation of energy-efficient public buildings, the installation of renewable energy systems, or the development of municipal-owned energy to give the municipality greater control over decision-making, pricing, and energy sources. GO bonds typically offer lower interest rates based on the issuer's taxing authority and strong creditworthiness. Bonds tend to be issued for longer terms (up to 30 years or more), which allows more energy efficiency measures with longer paybacks to be installed. Generally, a voter referendum is required to issue this type of bond.

Revenue Bond

A Revenue bond includes terms such as interest rates, repayment schedules, and covenants that are typically determined based on issuer creditworthiness and specific project characteristics. The bond repayment is tied to the revenue generated by the energy project (i.e., guaranteed ESPC cost savings. Thus, it can be difficult to finance energy efficiency projects with this type of bond as compared to a renewable energy project that sells output and generates income. Revenue bonds may or may not require voter approval.

Tax Credit Bond

Qualified Energy Conservation Bonds (QECBs)

QECBs are issued up to a certain dollar value to finance energy conservation and efficiency projects. QECBs are direct-subsidy bonds, and the bondholder receives tax credits instead of interest payments on the bonds, which effectively reduces the borrowing cost for the issuer. Rebates are issued from the U.S. Treasury. QECBs are subject to certain rules and conditions and require compliance with specific requirements, such as meeting energy reduction targets and reporting on project progress.

Clean Renewable Energy Bonds (CREBs)

CREBs are issued to finance the development and installation of eligible renewable energy initiatives such as wind, biomass, geothermal, solar, municipal solid waste (including landfill gas and trash combustion facilities), small irrigation power, and hydropower. As with a QECB, the bondholder receives tax credits instead of interest payments on the bonds. The tax credits associated with CREBs are known as "Build America Bonds" or "Direct Pay Bonds." The tax credits can be claimed by the issuers of the bonds or can be sold to third parties, allowing the projects to access additional funding. The availability and terms of CREBs are subject to legislative changes and may vary from year to year.

Leases

Equipment Leases

Type A (Capital) and Type B (Operating) Leases

A **Type A Capital Lease** is common in performance contracting. With this method, the lessee is generally responsible for the maintenance, insurance, and other costs associated with the leased asset. Additionally, the lessee may have an option to purchase the asset at the end of the lease term at a pre-determined/bargain price. A **Type B Operating Lease** is typically treated as a rental agreement, where the lessee uses the asset for a predetermined period and the lease does not transfer ownership of the asset to the lessee during or at the end of the lease term. Under a Type B lease, the lessee does not recognize the leased asset or liability on their balance sheet. Instead, lease payments are recognized as operating expenses over the lease term.

Third-Party Ownership Models

Tax Exempt Lease Purchase (TELP) Agreement

A TELP, or municipal lease, is **the most popular option for financing performance contracting**[1] and is a standard form of financing for tax-exempt, public entities. With a TELP, a third-party financial institution provides the funds and pays the ESCO to implement the scope of the developed project. The Client makes monthly payments back to the bank over a contractual term (typically 5-20 years). The public entity will own the assets at the end of the financing term. This financing structure is beneficial to public entities because it generally offers the lowest interest rate available, and the interest rate is tax-exempt. TELPs have an easy approval process and provide quick access to lease funds. The public entity

[1] U.S. Department of Energy, Better Buildings, **ESPC Financing Options**

uses money that is already set aside in its' utility budget to pay for the energy upgrades. TELPs are not considered debt in most states.

Tax-Exempt Conditional Sales Agreement or Tax-Exempt Equipment Sales Agreement

A tax-exempt conditional sales agreement and a tax-exempt equipment sales agreement are two different types of contracts related to the purchase or financing of equipment that provide an alternative to a Tax-Exempt Lease Purchase Agreement.

- **Tax-Exempt Conditional Sales Agreement:** a contract used when a tax-exempt organization purchases equipment or goods and agrees to make payments over a specified period to the seller or lender. The seller retains ownership of the equipment until payoff. Since the tax-exempt organization is not required to pay taxes, the agreement often includes a provision that exempts the organization from paying sales tax on the purchase.
- **Tax-Exempt Equipment Sales Agreement:** a contract used when an equipment seller sells their goods to a tax-exempt organization. This agreement outlines the terms of the sale, including the price, payment schedule, delivery terms, warranties, and any other terms and conditions. The seller typically includes provisions that state they will not charge sales tax on the purchase since the buyer is tax-exempt.

Energy Service Agreement (ESA) / Managed Energy Services Agreement (MESA)

An ESA/MESA is a type of contractual agreement between an ESCO and typically a commercial or industrial entity. In this arrangement, the ESCO takes responsibility for managing and optimizing the client's energy-related systems and infrastructure. This is a credit-neutral/off-balance-sheet structure with zero upfront capital outlay. A third-party installs energy efficiency equipment and the client agrees to make contingent payments based on the energy savings or other contractual performance realized, rather than a fixed debt-service payment that is typical under an ESPC. The arrangement is structured as a service contract and often includes the supply, installation, operation, maintenance, and financing of energy-related equipment and systems, such as HVAC systems, lighting, renewable energy generation, and energy storage. Payments are made from operating funds and is always less than or equal to the corresponding reduction in operating costs.

Energy as a Service

An EaaS allows an organization to outsource their energy needs to a third-party service provider that handles energy procurement, management, and optimization. By working with an EaaS provider, organizations can transfer certain risks associated with energy procurement, market fluctuations, regulatory changes, and technology obsolescence to the service provider. Key aspects of an EaaS are:

- **Comprehensive Energy Solutions:** Includes energy procurement, demand response, energy efficiency upgrades, renewable energy installations, energy storage, and other customized energy solutions.
- **Outsourcing Energy Infrastructure:** Avoids the upfront costs and complexities associated with owning and maintaining energy infrastructure. The EaaS provider takes responsibility for designing, implementing, and operating energy systems.

- **Performance-Based Agreements:** Contracts are often structured as performance-based agreements. The service provider guarantees a certain level of energy savings, performance, or cost reduction, and the organization pays based on the achieved results.
- **Energy Monitoring and Optimization:** Employs a data-driven, advanced monitoring and analytics tools to continuously track energy consumption, identify inefficiencies, and optimize energy usage.

Power Purchase Agreement (PPA)

A PPA is a legally binding contract between a power producer and a buyer, typically an electricity purchaser like a utility, corporation, or government entity. The PPA establishes the terms and conditions under which the power producer will generate and supply electricity to the buyer over a specified period and allows them to lock in a low and consistent utility rate in exchange for hosting energy generating assets. PPAs provide a long-term revenue stream for power producers and allow electricity buyers to procure a predetermined amount of renewable energy and meet their sustainability and renewable energy targets.

Under a PPA, the power producer agrees to develop, construct, and operate a power generation facility, such as a solar farm, wind farm, or power plant. The buyer commits to purchasing all or a portion of the electricity generated by the facility at an agreed-upon price or rate. The PPA may also include provisions for factors such as the duration of the agreement, the delivery schedule, the terms for supply interruptions, and any penalties or incentives related to performance. The duration of a PPA can vary, ranging from several years to several decades, depending on the agreement between the parties and any regulatory or market factors. At the end of the PPA term, the power producer may choose to sell the facility, negotiate a new PPA with the same or a different buyer, or explore other options.

Tax Credits & Utility Rebates

There are often federal, state, and local grants and utility rebates that can be used to offset the cost of an energy efficiency project. Trane's detailed energy studies can form the foundation for these applications. Recent legislation has expanded long-standing corporate tax incentives for commercial and industrial building operators. Every incentive program varies by property, solutions applications, and location.

Our national incentive team keeps us up to date on any Federal, local, and industry funding availability. Trane continuously monitors and collaborates with federal agencies to develop new funding programs and promotes related funding opportunities.

Most federal funding programs flow to local building owners through state agencies (i.e. State Energy Programs, State Weatherization programs). Trane works together with local program implementers such as state energy offices to help our clients capture appropriate funding for their projects. Trane works with the world's leading accounting experts, grant writers, and law firms to navigate the nuanced guidelines of incentive programs so that our clients can capture and maximize grant, utility, and federal tax incentives for their energy efficiency, renewables, energy storage, and electrification projects.

Utility Rebates and Incentives

U.S. utilities award commercial and industrial facilities with over $4 billion worth of incentives for investments in building electrification, energy efficiency improvements, water conservation, load shifting, and renewable energy generation. While some rebates are straightforward with Day 1 benefit, others require more tailored monitoring and reporting after the project is finished.

Our expertise in manufacturing leading edge, high-efficiency building technologies and managing high-efficiency, decarbonized building operations enables our customers to qualify for the applicable utility incentives from project initiation to final refund.

Federal Tax Incentives

Recent legislation has expanded long-standing corporate tax incentives for commercial and industrial building operators. Every incentive program varies by property, solutions applications, and location. We work with the world's leading legal accounting and tax experts to help customers navigate the complex landscape of each program. Notable incentives include:

Section	Name	Applicability	Value
48 ITC	**Energy Property Investment Tax Credit**	Tax credit for investments in renewable energy projects; incl: solar, geothermal heat pumps, energy storage, thermal energy storage, and combined heat & power	Up to 70%
48E ITC	**Clean Electricity Investment Tax Credit**	Technology-neutral tax credit for investment in facilities that generate clean electricity; Replaces 48 ITC after 1/1/2025	Up to 70% of the qualified property investment costs
179D	**Energy Efficient Commercial Buildings Tax Deduction**	Tax deduction for improving commercial building energy efficiency > 25%, eligible improvements incl: interior lighting; HVAC & hot water; and building envelope.	Up to $5.65/sq. ft.
45 PTC	**Electricity Production Tax Credit**	Tax credit for facilities producing electricity from renewable sources, incl: wind, biomass, geothermal, solar, and more	Up to $2.75/kWh *addt'l bonus credits available
45Y PTC	**Clean Energy Production Tax Credit**	Technology-neutral tax credit for production facilities generating clean electricity for which the GHG emissions rate is zero	Up to $2.75/kWh *addt'l bonus credits available

Section	Name	Applicability	Value
48C	**Advanced Energy Project Credit**	Tax credit for investing in property that either: a) Produces/recycles advanced energy components (inc. solar modules, inverters and batteries) b) Re-quips industrial or manufacturing facilities w/ equipment designed to reduce GHG emissions by >20%	Up to 30%
48D ITC	**Advanced Manufacturing Investment Credit**	Tax credit for retrofit or new construction of semiconductor and/or related equipment domestic manufacturing facilities (incl. HVAC)	Up to 25% of qualifying investment
45X PTC	**Advanced Manufacturing Production Credit**	Tax credit for domestic production of eligible solar, wind and battery components	Varies by component

Cash Flow Analysis

For each project scope option, provide a comprehensive cash flow analysis. The following parameters are to be used:
a. Utility rate escalation: 4% annually.
b. Financing rate: 4.0%.
c. Financing shall not be over 20 years.
d. The initial term of the savings guarantee shall be 5 years. The District, at its sole discretion, shall determine the term of the guarantee (up to the financing term) during the contract stage of the RFP process.

On the following page, we are enclosing a comprehensive cash flow analysis for your review.

Cash Flow Okemos Public Schools PACT 2025

Revision Date: 02/16/25

Capital Cost				Adjustments
Total Project Cost	$ 3,505,162			$ -
Project Contribution	$ 3,505,162			$ -
Total	$ 0			$ -
Estimated Financing Cost/Legal	$ -			$ -
Total Financed	$ 0	Energy Loan		$ -

Other Costs			Adjustments
Measurement & Verification Cost	$ 6,600	/Yr	$ -

Savings			Adjustments
Annual Agreed Energy Savings	$ 23,152	/Yr	$ -
Annual Operational Savings	$ 7,212	/Yr	$ -
Utility Rebates (Estd.)	$ 17,500		$ -

Key Terms/Information			Adjustments
Guarantee Term	5	Years	$ -
Finance Term	20	Years	$ -
Interest Rate	0.00%	/Yr	$ -
Escalation Factor - Aggregate ECMs	4.00%	/Yr	$ -

		Principal & Other Cost			Savings				Cash Flow	
Fiscal Year	Contract Year	Principal & Interest	Meas. & Verification	Total Annual Cost	Guaranteed Energy Savings	Operational Savings	Utility Rebates	Total Annual Savings	Net Annual Cash Flow	Net Cumulative Cash Flow
	Constr.			$ -	$ 11,576	$ 3,606	$ -	$ 15,182	$ 15,182	$ 15,182
2025-04-07	1	$ (0)	$ (6,600)	$ (6,600)	$ 24,078	$ 7,500	$ 17,500	$ 49,078	$ 42,478	$ 57,660
2026-04-07	2	$ (0)	$ (6,864)	$ (6,864)	$ 25,041	$ 7,800		$ 32,842	$ 25,978	$ 83,638
2027-04-07	3	$ (0)	$ (7,139)	$ (7,139)	$ 26,043	$ 8,112		$ 34,155	$ 27,017	$ 110,654
2028-04-07	4	$ (0)	$ (7,424)	$ (7,424)	$ 27,084	$ 8,437		$ 35,521	$ 28,097	$ 138,752
2029-04-07	5	$ (0)	$ (7,721)	$ (7,721)	$ 28,168	$ 8,774		$ 36,942	$ 29,221	$ 167,973
2030-04-07	6	$ (0)		$ (0)	$ 29,295	$ 9,125		$ 38,420	$ 38,420	$ 206,393
2031-04-07	7	$ (0)		$ (0)	$ 30,466	$ 9,490		$ 39,957	$ 39,957	$ 246,349
2032-04-07	8	$ (0)		$ (0)	$ 31,685	$ 9,870		$ 41,555	$ 41,555	$ 287,904
2033-04-07	9	$ (0)		$ (0)	$ 32,952	$ 10,265		$ 43,217	$ 43,217	$ 331,122
2034-04-07	10	$ (0)		$ (0)	$ 34,270	$ 10,675		$ 44,946	$ 44,946	$ 376,067
2035-04-07	11	$ (0)		$ (0)	$ 35,641	$ 11,102		$ 46,744	$ 46,744	$ 422,811
2036-04-07	12	$ (0)		$ (0)	$ 37,067	$ 11,546		$ 48,613	$ 48,613	$ 471,425
2037-04-07	13	$ (0)		$ (0)	$ 38,550	$ 12,008		$ 50,558	$ 50,558	$ 521,983
2038-04-07	14	$ (0)		$ (0)	$ 40,092	$ 12,489		$ 52,580	$ 52,580	$ 574,563
2039-04-07	15	$ (0)		$ (0)	$ 41,695	$ 12,988		$ 54,684	$ 54,684	$ 629,246
2040-04-07	16	$ (0)		$ (0)	$ 43,363	$ 13,508		$ 56,871	$ 56,871	$ 686,117
2041-04-07	17	$ (0)		$ (0)	$ 45,098	$ 14,048		$ 59,146	$ 59,146	$ 745,263
2042-04-07	18	$ (0)		$ (0)	$ 46,902	$ 14,610		$ 61,512	$ 61,512	$ 806,774
2043-04-07	19	$ (0)		$ (0)	$ 48,778	$ 15,194		$ 63,972	$ 63,972	$ 870,746
2044-04-07	20	$ (0)		$ (0)	$ 50,729	$ 15,802		$ 66,531	$ 66,531	$ 937,277
		$ (0)	$ (35,748)	$ (35,748)	$ 728,572	$ 226,953	$ 17,500	$ 973,025	$ 937,277	$ 937,277

7. Student Engagement

The District recognizes that students need a variety of comprehensive support to achieve success in school and in life. Extended learning opportunities are critical strategies to leverage student success. Please describe any programs that the respondent has in place to help develop such skills, at no additional cost to the District.

Trane has many capabilities that differentiate us from our competition. We work with our education clients to strategically use everything that Trane has in our portfolio of services and help build the HVAC industry's workforce of the future.

U.S. Department of Education Commitment

Trane is the only Energy Service Company with a featured exemplary national commitment in support of the U.S. Department of Education's Supporting School Infrastructure and Sustainability program. Trane has committed $100M and 500,000 volunteer hours to uplift and engage students from underrepresented communities.

The National Coalition of Certification Centers (NC3)

Trane is also the only ESCO and **one of only 17 National Coalition of Certification Centers (NC3) Global Partners** . NC3 is a network of secondary and post-secondary educational institutions and corporations that embody passion for innovative Career Technical Education (CTE) models and produce a sustainable, highly skilled workforce.

NC3 industry, trade, and professional partners develop and implement standardized and comprehensive curriculums that provide job-ready skills and enhance qualifications to work in the HVAC/Energy Efficiency and other high-demand industries. Students learn via learning modules/exams and earn **certificates of completion**. Trane's NC3 courses provide critical, fundamental skills that complement other CTE programs. The result is flexible, stackable, and relevant credentials that appeal to employers of all types. Trane's offerings include:

NC3, working with companies like Trane, also delivers innovation, like the **NC3 National Signing Day**. This is where students, many of whom are in their last

year of high school, are recognized at their chosen Technical College, similar to how athletes sign letters of intent for Division I colleges.

The BTU Crew™

Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

Interactive and engaging

Customizable and adaptable

Available in Grade 4+ and Grade 8+ versions

Students learn the basics of energy consumption and savings and get involved in the real-world decisions that impact their school's energy use. Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to take action.

Energy 101: Students learn about energy, energy transformations and energy usage.

I Spy…Energy Efficiency: Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.

Careers: Students learn what different types of engineers do, specifically concerning energy usage.

Energy Audit: Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.

What's Our Energy Score: Students analyze the results of the energy audit.

Expand the BTU Crew™: Students present findings and write letters to a local legislator.

Trane has worked with many Districts and helped students build real-life skills in technical education and develop a passion for future STEM career paths. **Trane provides the BTU Crew program at no cost for the duration of the construction period.**

"Children at birth are natural scientists, engineers, and problem-solvers. Yet, research documents that by the time students reach fourth grade, a third of boys and girls have lost an interest in science. By eighth grade, almost 50 percent have lost interest or deemed it irrelevant to their education or future plans. At this point in the K-12 system, the STEM pipeline has narrowed to half. That means millions of students have tuned out or lack the confidence to believe they can do science."

Source: "STEM Education - It's Elementary," U.S. News & World Report, https://www.us-news.com/news/articles/2011/08/29/stem-education--its-elementary

Energy Awareness Light Switch Sticker Contests

For many of our school district performance contracting clients, Trane works with teachers and administrators to sponsor Light Switch Sticker design contests to keep energy conservation on everyone's minds. The winners receive iPads for their creativity.

Shown below are light switch design winners from **Maury County Schools in Tennessee:**

Trane Technologies' Technician Apprenticeship Program

In August 2023, the Trane Technologies' **Technician Apprenticeship Program (TAP)** received national registration from the U.S. Department of Labor, accrediting the program as a pathway for robust on-the-job training and quality, high-paying careers as Trane Commercial HVAC service technicians. Requiring no prior experience or training and designed for scale, the four-year, paid instruction program will attract and develop early talent to this growing, in-demand field.

The Trane Virtual Living Learning Lab (VL3)

The Trane Virtual Living Learning Lab (VL3) provides a pathway that blends critical STEM learning and technical skills. The VL3 creates a digital copy of your facility so students can study and gain real-world insight into energy and building systems. Students develop their data analytics and critical thinking skills and get exposure to a potential sustainability career path.

Virtual Living Learning Lab

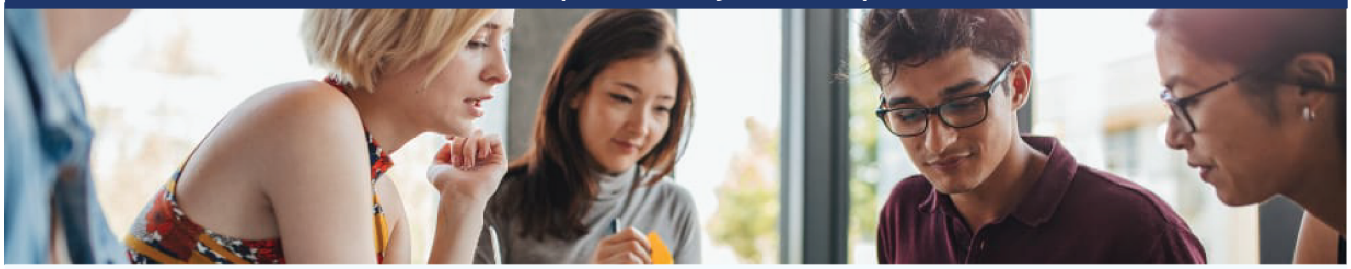
Ensure High-Level Technical Learning

- Greater educational return on your building investment
- Create an advanced learning environment without a heavy lift
- Focuses on:
  - BIMS, energy, water and solar
  - Data analytics
  - Open protocol / BACnet systems
  - Lighting & IoT systems

Independent Capstone Projects

Trane's Trane Capstone Project is a college level program designed for a project team of three to five students with engineering, construction, sustainability, electronics, and robotics skills. Acting as junior engineers, students analyze building performance and propose energy efficiency improvements using data from campus or community buildings. Just as Trane does in an energy performance contract, projects include both core and innovative technologies and financial considerations. The teams work with stakeholders to develop a scope of work. Students present their final designs as part of a formal presentation with the intent of having the project(s) implemented.

Trane Capstone Project Examples



University Chiller Plant

Engineering students worked with Trane engineers to conduct an energy and efficiency assessment for a Midwestern university's chiller plant. They reviewed electric utility bills and analyzed trend data. They used an energy model of the current chilled water plant to analyze the impact of potential energy conservation measures (ECMs) that could be undertaken to optimize energy and operational efficiency. Based on the results, which included financial payback information, they recommended ECMs to improve the plant.

High School Thermal Storage

Four university students analyzed data from a feeder high school in their local community. The students were tasked with uncovering how to reduce high energy costs generated by the water-cooled chiller. Students conducted a power-use evaluation of the building and analyzed electric utility bills. They recommended installation of a thermal storage unit, which stores ice for energy use when energy costs are highest. They proposed a location for the thermal storage units, figured out how to integrate piping, and analyzed how the system would be programmed and controlled.

Missouri Solar Plant

Three students assessed the pros, cons and environmental impacts of adding solar panels to two campus structures and solar batteries to a third facility at a Missouri university. They assessed how much the solutions would offset power consumption as well as carbon emissions and calculated the financial payback period for multiple options before ultimately recommending a solar system installation.

8. Additional Capabilities

Demonstrate any additional value your firm brings as a partner with the District. If these are services, they do not have to be priced and will not be considered part of the Base Bid price.

Marketing and Promotion

We Will Help You Spread the Good News

Taking into consideration your Strategic Plan to communicate to your community, Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts.
- News releases on key project milestones.
- Joint events and speaking engagements.
- Written or video case studies.
- Website or annual report feature.
- Customer awards and recognition.

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

If desired, Trane will collaborate with your marketing department to craft a public relations plan to help the Client receive positive recognition for your energy savings program. Here are a few examples of publicity that have resulted from similar projects:

Michigan K-12 Project Marketing

New lighting system at Holt Public Schools (wilx.com)

New lighting system at Holt Public Schools could cut costs by more than $3M

(Pexels.com)

By Brendan Vrabel

Published: Aug. 29, 2022 at 11:27 AM EDT

HOLT, Mich. (WILX) - A new lighting system for Holt Public Schools is expected to save millions on energy costs for the district.

About 10,000 LED lighting fixtures across several buildings at Holt Public Schools are a part of an infrastructure upgrade expected to help the district reduce its energy consumption by more than $3 million over the next 12 years.

The school district earned national recognition on Monday for its improved lighting systems recently installed in several buildings. They and energy service company Trane Technologies developed a system that helps cut the costs of energy, with a secondary goal of improving student performance by providing light that is easier on the eyes than old fashioned fluorescent lights.

They were announced the winners of the 2022 Integrated Lighting Campaign by the U.S. Department of Energy and the Pacific Northwest National Laboratory. The costs were covered by the energy bond that was approved in 2021 by the State Board of Education.

Holt Public Schools Superintendent Dr. David Hornak was among those who reacted to the news of the school districts recognition.

"This project helps us to save money by reducing our energy consumption and it provides an opportunity to create a personalized instructional environment for our students and teachers," said Dr. Hornak.

According to a press release from Holt Public Schools:

- "A centralized control capability to monitor the lighting activity and make adjustments to optimize functionality from a handheld device or a central location.
- An improved energy management system that allows motion sensors to control lighting for classrooms and hallways and permits automatic changes when schedule alterations occur without requiring regular programming.
- Enhanced security to provide centralized control of all lighting during emergency situations, the ability to dim parking lot lights when they are not in use as well as the capability for those lights to go on when a car or person enters the parking lot."

Holt Public Schools Lighting Award

The District was among the winners of the **2022 Integrated Lighting Campaign** recently announced by the **U.S. Department of Energy** and the **Pacific Northwest National Laboratory**. This distinction recognizes new advanced lighting systems that save energy and create a comfortable environment to live and work.

Holt Public Schools Project Sign

Crestwood School District Project Sign

Alpena Public Schools Project Sign

River Trails Elementary School, Mount Prospect, IL

Daily Herald
Suburban Chicago's Information Source

River Trails District 26 honored for sustainability efforts

Daily Herald report Updated 10/19/2021 10:15 AM

River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.

Prairie Trails School is on track to save more than $32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."

Williamson County Schools, TN

Presentation for Association of County Mayors[2] in Tennessee, *Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee*, Aug. 30, 2021, features quote about Williamson County project that Trane completed*

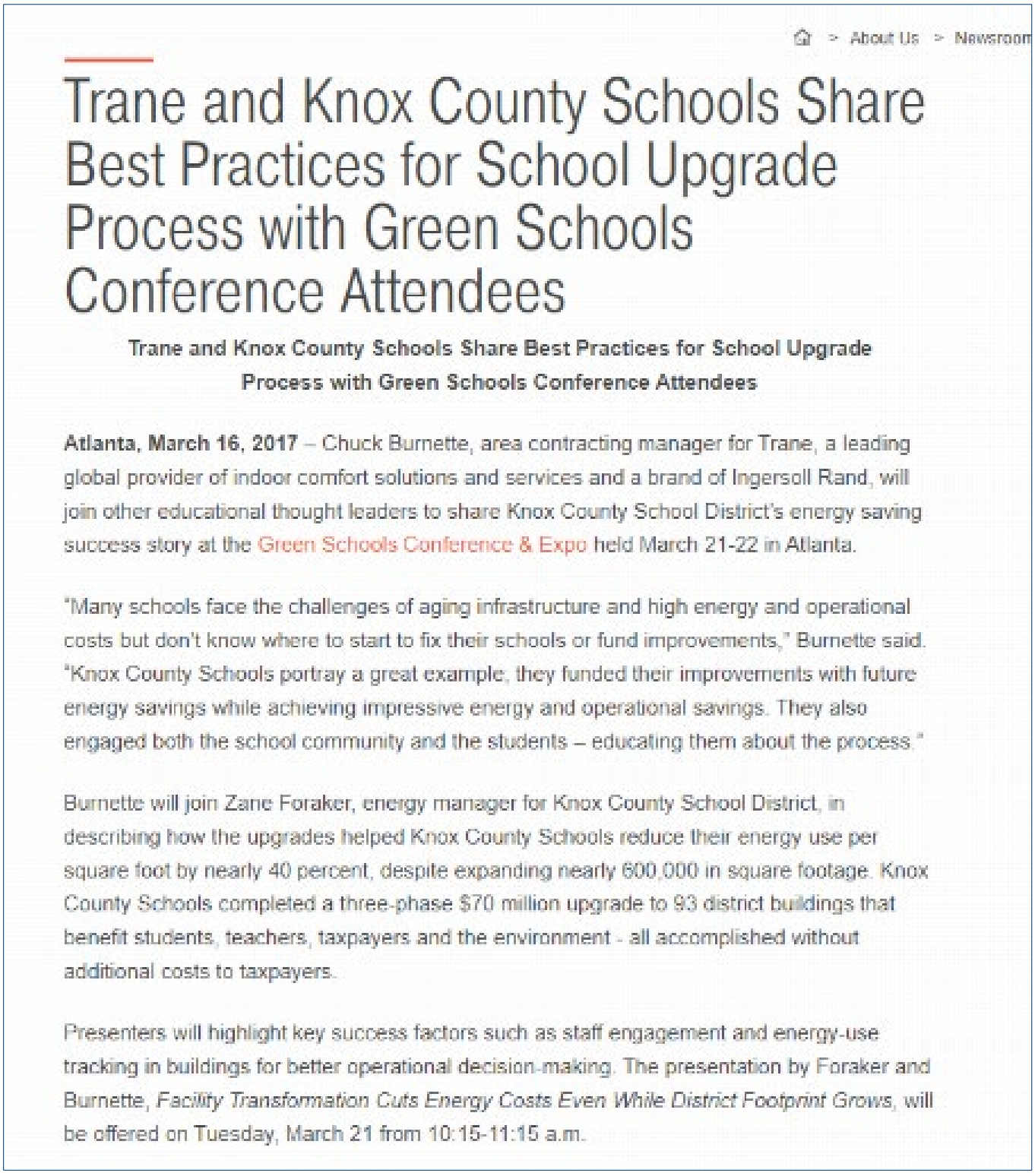
"Because of TRANE, we are paying less today for utilities than we were 5 years ago – and we've added five new schools."

~ Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, TN

[2] **https://tncounties.org/common/Uploaded%20files/TRANE.pdf**

Knox County Schools, TN

News release: **Trane and Knox County Schools Share Best Practices Upgrade Process with Green Schools Conference Attendees**, March 16, 2017



> About Us > Newsroom

Trane and Knox County Schools Share Best Practices for School Upgrade Process with Green Schools Conference Attendees

Trane and Knox County Schools Share Best Practices for School Upgrade Process with Green Schools Conference Attendees

Atlanta, March 16, 2017 – Chuck Burnette, area contracting manager for Trane, a leading global provider of indoor comfort solutions and services and a brand of Ingersoll Rand, will join other educational thought leaders to share Knox County School District's energy saving success story at the Green Schools Conference & Expo held March 21-22 in Atlanta.

"Many schools face the challenges of aging infrastructure and high energy and operational costs but don't know where to start to fix their schools or fund improvements," Burnette said. "Knox County Schools portray a great example; they funded their improvements with future energy savings while achieving impressive energy and operational savings. They also engaged both the school community and the students – educating them about the process."

Burnette will join Zane Foraker, energy manager for Knox County School District, in describing how the upgrades helped Knox County Schools reduce their energy use per square foot by nearly 40 percent, despite expanding nearly 600,000 in square footage. Knox County Schools completed a three-phase $70 million upgrade to 93 district buildings that benefit students, teachers, taxpayers and the environment - all accomplished without additional costs to taxpayers.

Presenters will highlight key success factors such as staff engagement and energy-use tracking in buildings for better operational decision-making. The presentation by Foraker and Burnette, *Facility Transformation Cuts Energy Costs Even While District Footprint Grows*, will be offered on Tuesday, March 21 from 10:15-11:15 a.m.

9. Assurances

- Include bid security in the form of a bid bond or certified check equal to 5% of the proposed contract amount as "Exhibit A". Include copies in each of the proposal copies. Omission may disqualify the bid. Bid securities will be returned to the successful Contractor after a Contract has been executed, and acceptance of required bonds and insurance is made. The bid security of Contractors not under consideration for award of the Contract will be returned by the Owner in a timely manner. The bid security of all Contractors may be retained until a Contract is awarded. The bid security obligee shall be the Owner and shall become its property in full in the event that the Contractor fails to timely negotiate the Contract in good faith, deliver the performance and payment bonds, and send the required certificates of insurance. The bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- Provide a table identifying a summary of all warranties and who is providing them.
- Summarize your firm's safety program and OSHA practices. Describe your firm's safety practices for working on K-12 school sites.
- Provide an assurance that the bidder has carefully examined the instructions and specifications contained in the RFP and will perform the work and services set forth in its sealed proposal for the price set forth in its sealed proposal. Complete and attach RFP "Exhibit B".
- Provide statement of Project management responsibility. Complete and attach RFP "Exhibit C".
- Provide a sworn and notarized affidavit that no familial relationship exists between the Contractor or any employee of the Contractor or any member of the Board of Education or Director of Facilities of the Owner. Complete and attach RFP "Exhibit D".
- Provide a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. Complete and attach RFP "Exhibit E".
- Provide evidence of insurance coverage. See Section V (Contract Terms and Conditions Section). Attach Certificate of Insurance as "Exhibit F"

Please see all required Exhibit forms on the following pages.

- Provide a table identifying a summary of all warranties and who is providing them.

Xxxxxxx

- Summarize your firm's safety program and OSHA practices. Describe your firm's safety practices for working on K-12 school sites.

Xxxxxxx

Exhibits

Exhibit A: Bid Bond

Exhibit B: Bidder Acknowledgment of RFP Requirements

Exhibit C: Bidder Acknowledgement/Statement of Acceptance of Program Management Responsibilities

Exhibit D: Affidavit of Bidder

Exhibit E: Affidavit of Compliance – Iran Economic Sanctions Act

Exhibit F: Certificate of Insurance

Exhibit A: Bid Bond

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 89130-SOM-2504

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Trane U.S. Inc.

5335 Hill 23 Dr.
Flint, MI 48507

SURETY:
(Name, legal status and principal place of business)
Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577
State of Inc: Delaware

OWNER:
(Name, legal status and address)
Okemos Public Schools
4406 Okemos Road
Okemos, MI 48864

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Comprehensive, Guaranteed Savings Energy Conservation Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of February , 2025

(Witness) Amber Markowiak

Trane U.S. Inc.
(Principal) (Seal)
(Title) Theodore L. Mutzner Sr. Contract Mgr.

(Witness) Annette Audinot

Endurance Assurance Corporation
(Surety) (Seal)
(Title) Jessica Iannotta, Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

2640

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **D-Ann Kleidosty, Kimberly Leonard, AnnMarie Keane, April D. Perez, Jessica Iannotta, Kelly O'Malley, Kristin S. Bender** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1994 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public / My Commission Expires 3/9/27

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

   and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 12th day of February 2025.

By: Daniel S. Lutz, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION
Balance Sheet - Statutory - Basis
December 31, 2023

Assets:		
Bonds	$	8,840,516,134
Preferred stocks		14,559,098
Common stocks		2,502,912,644
Cash, cash equivalents, and short-term investments		547,214,855
Other invested assets		367,228,494
Receivables for securities		12,539,247
Total cash and invested assets		12,284,970,472
Agents' balances or uncollected premiums		3,639,295,463
Reinsurance recoverable on loss and loss adjustment expense payments		866,922,861
Funds held by or deposited with reinsured companies		116,173,785
Investment income due and accrued		59,715,007
Current federal and foreign income tax recoverable and interest thereon		765,086
Net deferred tax asset		194,151,100
Receivables from parent, subsidiaries and affiliates		36,069,122
Other assets		240,998,501
Total admitted assets	$	17,439,061,397
Liabilities:		
Loss and loss adjustment expenses	$	6,724,893,327
Reinsurance payable on paid loss and loss adjustment expenses		823,698,569
Commissions payable, contingent commissions and other similar charges		(1,662,639)
Other expenses		28,177,519
Taxes, licenses and fees (excluding federal and foreign income taxes)		27,009,410
Unearned premiums		2,749,272,278
Advanced Premium		10,285,830
Ceded reinsurance premiums payable		1,277,805,256
Funds held by company under reinsurance treaties		75,781,757
Amounts withheld or retained by company for account of others		732,081,177
Remittances and items not allocated		248,815,866
Provision for reinsurance		58,958,628
Payable to parent, subsidiaries and affiliates		172,805,784
Payable for securities		50,301,420
Other liabilities		70,939,621
Total liabilities		13,049,163,803
Capital and surplus:		
Common capital stock		5,000,000
Surplus notes		200,000,000
Gross paid in and contributed surplus		3,480,137,280
Unassigned funds (surplus)		703,291,886
Aggregate write-ins for special surplus funds		1,468,428
Total capital and surplus		4,389,897,594
Total liabilities and capital and surplus	$	17,439,061,397

I, Hana Emela, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2023 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Hana Emela

Subscribed and sworn to before me this 5th day of March, 2024

Fiona McNamara

Fiona McNamara
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Rockland County
01MC6C3146
MY COMMISSION EXPIRES 07/14/2025

Exhibit B: Bidder Acknowledgment of RFP Requirements

Exhibit B
Bidder Acknowledgement of RFP Requirements

The undersigned declares that he/she has carefully examined the instructions and specifications contained in the RFP and will perform the work and services set forth in its sealed proposal for the price set forth in its sealed proposal.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Bidder MUST be specifically enumerated by the Bidder and be submitted as part of its proposal, together with an explanation as to the reason such terms and conditions of the RFP cannot be met by, or, in the Bidder's opinion, are not applicable to, the Bidder. The Bidder shall be required and expected to meet the specifications and requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Bidder's proposal and those exceptions or special considerations or conditions are expressly accepted by the District. All Pricing factors must be clearly indicated in the proposal forms provided as part of the Bidder's proposal.

Name of Company: Trane

Address: 37001 Industrial Road

City/State/Zip: Livonia, MI 48150

Phone/Fax: 734-452-2000 / 734-452-2020

Representative/Title: Area GM

Signature: [signature]

Date: 2/14/25

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Exhibit C: Bidder Acknowledgement

Exhibit C
Bidder Acknowledgement/Statement of Acceptance of Program Management Responsibilities

Provide 1) a statement of program management responsibility, which includes the supervision required for the project under MCL 388.851 and MCL 339.2011, and 2) a statement of responsibility for all code compliance:

(Insert #1 here) *#1. Trane's program management approach is to ensure that project implementation and completion follows the contract documents to the full satisfaction of the owner. Refer to section **3. Background and Experience** > **B. Project Team and Support** > **Project Supervisor** of our proposal. Trane's Senior Project Manager Matt Delay will supervise this project and all necessary individuals in accordance with MCL 388.851, MCL 339.2011 et seq.*

(Insert #2 here) *#2. Trane shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all laws and regulations.*

Name of Company: Trane

Address: 37001 Industrial Road

City/State/Zip: Livonia, MI 48150

Phone/Fax: 734-452-2000 / 734-452-2020

Representative/Title: Area GM

Signature: [signature]

Date: 2/19/25

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Exhibit D: Affidavit of Bidder

Exhibit D
Affidavit of Bidder

The undersigned, the owner or authorized officer of [Bidder Company Name] (the "Bidder"), pursuant to the familial disclosure requirement provided in the advertisement for Request for Proposals for Energy Conservation Measures, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of Okemos Public Schools and any member of the Board of Education of the District or the Facility Director of the District.

List any Familial Relationships:

1.
2.
3.
4.
5.

BIDDER: Trane

By: R. Parry Hughes III
Its:

STATE OF MICHIGAN)
)ss.
COUNTY OF)

This instrument was acknowledged before me on the 19th day of February, 2025 by Vanessa Dowdell.

Vanessa Dowdell, Notary Public
Oakland County, Michigan
My Commission Expires: March 28, 2030
Acting in the County of: Wayne

Vanessa Dowdell
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 28, 2030
Acting in the County of Wayne

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Exhibit E: Affidavit of Compliance

Exhibit E
Affidavit of Compliance – Iran Economic Sanctions Act

I am the Area (title) GM of Trane (bidder)_____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of services related to energy improvements and Okemos Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of $250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

BIDDER: Trane

By: R. Parry Hughes III

Its: R. Parry Hughes III

STATE OF MICHIGAN)
)ss.
COUNTY OF)

This instrument was acknowledged before me on the 19th day of February, 2025, by Vanessa Dowdell.

Vanessa Dowdell, Notary Public
Oakland County, Michigan
My Commission Expires: March 28, 2030
Acting in the County of: Wayne

Vanessa Dowdell
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 28, 2030
Acting in the County of Wayne

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Exhibit F: Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Michaela Grasshoff, ARM
MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Trane U.S. Inc. dba Trane 800E Beaty Street Davidson, NC 28036 United States	COMPANY A: Old Republic Insurance Company	24147
	COMPANY B: Travelers Indemnity Co of America	25666
	COMPANY C: Travelers Property Casualty Co of Amer	25674

COVERAGES **CERTIFICATE NUMBER:** 760746 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MWZY 317456-24	4/17/2024	4/17/2025	EACH OCCURRENCE	$10,000,000.00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000.00
	X TIME ELEMENT POLLUTION LIABILITY						MED EXP (Any one person)	$10,000.00
	X CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY	$10,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000.00
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$10,000,000.00
	OTHER:						policy aggregate	$20,000,000.00
A	AUTOMOBILE LIABILITY			MWTB 317455-24	4/17/2024	4/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$10,000,000.00
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	PHYSICAL DAMAGE/SELF INS.			APD - Self Insured				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION $							$
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8M35413A-24-51-K (All states) UB-9L048059-24-51-D (MN) UB-8M370386-24-51-R (Retro) TWXJ-UB-7434L45A-24 (OH)	4/17/2024 4/17/2024 4/17/2024 4/17/2024	4/17/2025 4/17/2025 4/17/2025 4/17/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$3,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$3,000,000.00
							E.L. DISEASE - POLICY LIMIT	$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER

Evidence of Insurance
.
.. .
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh USA, Inc.
BY: Michaela Grasshoff, ARM

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Requested By:Marsh
TraneTechnologies

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 800E Beaty Street Davidson, NC 28036 United States
	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

Evidence of Insurance is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Evidence of Insurance are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Job Description: For Purposes of RFP Submission and General Evidence of Insurance

For questions regarding this certificate of insurance contact: Marsh TraneTechnologies Email: Trane.Certificates@marsh.com Phone:

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or

2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

a. The coverage and/or limits of this policy; or

b. The coverage and/or limits required by said contract or agreement.

GL 017 003 0423 Page 1 of 1

MWZY 317456 24 Trane Technologies Company LLC 04/17/24 - 04/17/25

Appendix 1: Sample Contract Documents

PACT
PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

PACT™ Agreement

between

OKEMOS PUBLIC SCHOOLS

and

Trane U.S. Inc.

Dated as of select the date...

Trane Contract No.

TRANE®

This PACT™ Agreement (hereinafter the "Agreement") is made and entered into as of ***select the date...*** ***(select the date),*** by and between Trane U.S. Inc. (hereinafter "Trane") and OKEMOS PUBLIC SCHOOLS District (hereinafter "Customer") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises, to guarantee a specified minimum level of energy savings, measurement and verification, and, where applicable, furnish specified performance period services.

RECITALS

1. Customer issued a certain Request for Proposal (the "RFP") on February 6, 2025.
2. Customer requested proposals for a comprehensive, performance-based energy conservation program.
3. Trane submitted its response to the RFP by February 20, 2025 by 4:00 p.m., which included summaries, excerpts, and abstracts (the "Proposal") to demonstrate operations and consumption data and calculations and projections regarding savings.

ARTICLE 1 — THE SERVICES AND COMPENSATION

Section 1.01. Articles and Exhibits. This Agreement consists of Articles 1 through 8, the following Exhibits, the Proposal, and the RFP, which are attached hereto and incorporated herein by this reference:

Exhibit A: Payment Schedule
Exhibit B: Scope of Services
Exhibit B.1: Certificate of Substantial Completion and Acceptance
Exhibit B.2: Certificate of Final Completion and Acceptance
Exhibit C: Description of the Premises
Exhibit D: Notice to Proceed
Exhibit E: Energy Savings Guarantee and Operational Savings
Exhibit F: Hazardous Materials
Exhibit G: Performance Period Services
Exhibit H: ESCO Certificate

If there is a conflict or ambiguity between or among this Agreement, the RFP, the Proposal or any other document incorporated therein, the priority of interpretation shall be as follows:

1. This Agreement
2. The Exhibits incorporated herein
3. The Proposal
4. The RFP

Section 1.02. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services as described in Exhibit B, Customer shall pay or cause to be paid to Trane, pursuant to Section 1.05, the sum of _____***Dollars ($X,XXX,XXX),*** which Contract Price includes all applicable sales, consumer, use and similar taxes (excluding income taxes) for the Services required to be paid by Trane and legally enacted as of the date of this Agreement. The Contract Price does not include the cost to Customer of performance period services (the "Performance Period Services Price") to be furnished by Trane pursuant to Exhibit G.

Section 1.03. Services and Performance Period Services**.**

(a) **Services.** Trane shall commence performance of the services outlined in Exhibit B (the "Services") within thirty (30) days following the later of receipt by Trane of a Notice to Proceed issued, or deemed issued, pursuant to Section 1.04 (the "Services Start Date"). Trane shall use commercially reasonable efforts to substantially complete performance of the Services (hereinafter "Substantial Completion") at the premises identified in Exhibit C (the "Premises") within *395* days from the Services Start Date. Trane's obligation hereunder is limited to performing the Services as defined herein Subject to the provisions of the next paragraph of this Section 1.03(a), excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s), except (i) existing laws or codes or (ii) to the extent specifically set forth in Exhibit B.

Trane shall do all acts and provide all things necessary to perform and complete the Project properly, in a good and workmanlike manner, and in compliance with all laws and regulations. Trane represents that it is familiar with, and agrees to comply with, in each case, to the extent applicable to the Services, the applicable provisions of Michigan statutory and regulatory requirements regarding the construction and remodeling of school buildings and energy conservation improvements, including, but not limited to, the Michigan Building Code, the Revised School Code, Act 451, Michigan Public

Acts, 1976, as amended (MCL § 380.1, *et seq.*), the Construction of School Buildings Act, Act 306, Michigan Public Acts, 1937, as amended (MCL § 388.851, *et seq.*), Section 2011 of the Michigan Occupation Code Act (Act 299, Public Acts of Michigan, 1980), Section 1263 of the Revised School Code, and Section 1274a of the Revised School Code.

(b) **Performance Period Services.** During the Term hereof, Trane shall furnish, and Customer shall pay for, the performance period services (the "Performance Period Services") as and when described on Exhibit G.

Section 1.04. Notice to Proceed; Financing.

☐ If this box is checked, Customer will not finance with third parties any portion of the Contract Price. Accordingly, upon execution of this Agreement by Trane, Customer's execution of this Agreement shall constitute the Notice to Proceed to Trane.

☐ If this box is checked, Customer intends to finance all or a portion of the Contract Price. Accordingly, Trane shall not be required to perform, any of the Services until and unless Customer has closed on its financing (the "Financing Closing"). Customer shall provide Trane, upon request, copies of the fully executed contract documents for financing of the Contract Price and, if applicable, evidence of funding of any escrow account required under the financing documents. Customer will achieve Financing Closing on or before ***select the date... (select the date)***, or such later date as may be agreed to in writing by Trane. Within five (5) calendar days of the Financing Closing, Customer shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit D hereto) to Trane. In the event Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date as may be agreed to in writing by Trane, Trane may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Termination of this Agreement by Trane in accordance with this Section 1.04 shall be deemed termination pursuant to Section 3.05. In addition, notwithstanding such termination, Customer shall be obligated to immediately compensate Trane for the amount set forth in any Letter of Commitment, project development agreement, or comparable agreement between Customer and Trane.

Section 1.05. Services Payment Terms. Customer shall pay or cause to be paid to Trane for the Services as follows:

Initial Payment: Upon execution hereof, **twenty-five percent (25**%) of the Contract Price (for engineering, drafting, mobilization, and other costs) shall be due; and

Monthly Payments and Final Payment: Trane will invoice for the Contract Price on a monthly basis for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period. Trane anticipates that construction progress will be billed in accordance with the schedule set forth in Exhibit A.

Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within thirty (30) calendar days of its date shall be past due. All amounts outstanding thirty (30) calendar days beyond the due date shall bear interest retroactive to the due date at the rate of five percent (5%) per annum (MCL 438.31). Customer shall pay all reasonable costs (including attorneys' fees) incurred by Trane in collecting amounts due from Customer.

Section 1.06. Notices and Changes of Address. All notices required or permitted hereunder shall be in writing and shall be deemed given (i) when delivered in person, (ii) the next business day after deposit with a commercial overnight delivery service for next day delivery, or (iii) upon receipt if sent by United States mail, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the recipient party at the addresses as follows (or such other address a party may designate by written notice from time to time):

If to Trane:
Trane U.S. Inc.
4833 White Bear Parkway
St. Paul, Minnesota 55110
Attention: Comprehensive Solutions Leader

If to Customer:
OKEMOS PUBLIC SCHOOLS
4406 Okemos Road
Okemos, Michigan 48864
Attention: Contracts Manager

With a copy to:
Trane U.S. Inc.
800-B Beaty St.
Davidson, NC 28036
Email: OfficeoftheGeneralCounsel_CHVAC@tranetechnologies.com

Section 1.07. Energy Savings Guarantee. The energy savings guaranteed under this Agreement are set forth in Exhibit E and in the sub-exhibits thereto.

Section 1.08. Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to Trane that is required by the Internal Revenue Service. Trane will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation supplied for Customer's signature. Notwithstanding anything to the contrary herein, Customer makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by Trane. Trane assumes all risk related to such allocation and deduction.

Section 1.09. Term. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon expiration of the ***X-year*** Guarantee Term pursuant to Exhibit E, unless earlier terminated pursuant to the provisions hereof.

Section 1.10. Customer's Authorized Representative(s). Customer designates the following individual(s), and any successors to the positions noted, as the representative(s) of Customer with authority to execute on behalf of the Customer (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, Certificate of Final Completion and Acceptance, and Guarantee Measurement and Verification (M&V) reports:

Authorized Representative	**Position/Title**
_____	_____
_____	_____

Customer may change any Authorized Representative by providing written notice to Trane at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

*****END OF TEXT; SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.	**OKEMOS PUBLIC SCHOOLS** *(Customer)*
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

Trane's state contractor's license number: 7109486

ARTICLE 2 — PERFORMANCE

Section 2.01. Construction Procedures and Changes to Services. Trane shall supervise and direct the Services using qualified personnel. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, revise any procedures included in this Agreement, or take any other actions only with Customer's prior consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, installation schedules will be coordinated with Customer as outlined in Exhibit B.

Section 2.02. Substantial Completion. Trane may provide written notice to Customer that one or more of the items comprising the Services described in Exhibit B (each, a "Service Element") is/are substantially complete and request that Customer issue a Certificate of Substantial Completion and Acceptance with respect to such Service Elements, substantially in the form of Exhibit B.1. Substantial Completion with respect to a Service Element is the date when the specified Services have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Trane and, if applicable, annexed to the Certificate of Substantial Completion and Acceptance. Customer shall within fourteen (14) days following receipt of the Certificate of Substantial Completion and Acceptance inspect the specified Service Element and either execute the Certificate of Substantial Completion and Acceptance or reject such certificate setting forth in detail the reasons for such rejection. If Customer fails to accept or reject the Certificate of Substantial Completion and Acceptance within such thirty (30) day period, Customer shall be deemed to have accepted the Services outlined in the Certificate of Substantial Completion and Acceptance and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Customer timely and properly rejects such certificate, Trane will correct deficiencies in the Services and will issue another Certificate of Substantial Completion and Acceptance to Customer. The procedure set forth above shall be repeated until the Certificate of Substantial Completion and Acceptance shall have been executed or deemed executed by the Customer. Customer's acceptance of the Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld, conditioned or delayed by Customer. Exhibit B.1 may specify the responsibilities between Customer and Trane for Performance Period Services (pursuant to Exhibit G) and any adjustment of compensation therefor.

Section 2.03. Final Completion. Upon Customer's receipt of written notice from Trane that the Services are ready for final inspection and acceptance, Customer and Trane shall inspect the Services and determine whether the same have been performed in accordance with this Agreement. If Customer considers the Services complete and performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit B.2, to be executed by the Authorized Representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, identifying the specific parts of the Services the Customer believes have not been completed and providing specific facts in support of Customer's belief that the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

Final Acceptance shall be subject to the following:

1. Trane shall have completed the punch list to Customer**'s reasonable satisfaction and** Trane shall have corrected any other non-conforming items or condition, if any, reported to it by Customer;
2. Trane shall have furnished to Customer**'s reasonable satisfaction, evidence that all equipment and labor** costs incurred or accrued in connection with a particular improvement have been paid, including the furnishing of executed lien waivers from Trane's subcontractors and suppliers in a form substantially similar to that required by Michigan law;
3. Trane shall have delivered to Customer all drawings and documents required to be furnished by Trane pursuant to the Contract Documents, including all equipment warranty information; and
4. Trane has obtained any and all governmental approvals required by any statute, ordinance, or regulation.

Section 2.04. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to an Event of Force Majeure, or due to the acts or omissions of Customer or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, a "Customer Representative, and collectively,

"Customer Representatives") or failure of any Customer Representative to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane shall be entitled to a Change Order to extend the time for completion of the Services to the extent reasonably affected by such delays. Customer will not be liable for delay damages except to the extent the damages were solely caused or attributed to by the acts or omissions of the Customer (but not acts or omissions of the Customer's third party contractors).

Section 2.05. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the Services, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to perform the Services. Trane's access to correct any emergency condition shall not be unreasonably restricted by Customer.

Section 2.06. Permits and Governmental Fees. Trane 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 Services. Trane shall be ultimately responsible for obtaining all necessary permits and approvals prior to initiating the Project, including, but not limited to, the written approval of the plans and specifications for the Project by the superintendent of public instruction or his authorized agent, as required under Section 1263 of the Revised School Code and Section 1(a) of the Construction of School Buildings Act [MCL § 388.851(a)]. Furthermore, Trane shall provide engineering design for the Project, and all design documents shall be prepared by and/or overseen in their preparation by an architect or engineer who is licensed in the State of Michigan in accordance with MCL 380.1263, MCL 380.1274a, and MCL 388.851, et seq.

Section 2.07. Utilities During Construction. Customer shall provide Trane reasonable access to existing water, heat, and utilities and shall pay for such utilities consumed by Trane during performance of the Services. Trane shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

Section 2.08. Concealed or Unknown Conditions. In the event that Trane encounters adverse concealed conditions that could not reasonably have been anticipated, the provisions of Act 57, Public Acts of Michigan, 1998, shall govern such situation. Notwithstanding, Trane shall promptly notify Customer if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Services. If such conditions cause an increase in Trane's cost of, or time required for, performance of any part of the Services, Trane shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and Trane and Customer shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Services and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Guarantee. If the parties are unable to reach agreement on an appropriate Change Order, either party may terminate this Agreement by delivery of written notice in accordance with Section 3.05 or may pursue remedies available under law.

Section 2.09. Pre-Existing Conditions. Trane 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 the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane 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 Trane. Notwithstanding, Trane shall use its professional experience, expertise, and judgment when providing Services to notify the Customer of any discovered pre-existing conditions that may negatively impact performance.

Section 2.10. Equitable Adjustment

(a) Trane may request an equitable adjustment to the Services, the Contract Price, the project schedule and/or the Guarantee (in each case, to the extent affected) upon occurrence of any of the following events:

1. the Services are delayed, suspended or accelerated by any Customer Representative;
2. failure by Customer to timely perform its obligations hereunder;
3. A Change in Law (as defined in Section 2.11), or a change in permitting requirements or other governmental approvals occurs after the date of this Agreement;
4. The occurrence of an Event of Force Majeure affecting the Services;
5. Any change to the Services is requested or directed by Customer; or
6. Trane encounters a concealed or unknown condition as described in Section 2.08.

Customer's approval or granting of Trane's request for equitable adjustment shall not be unreasonably withheld, conditioned, or delayed.

(b) Procedure. If Trane is granted an equitable adjustment, Trane shall submit a proposed change order to Customer for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Customer shall either (i) execute and deliver to Trane such change order as provided by Trane; or (ii) request that certain amendments or modifications be made to such change order. If Customer requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Agreement. If the parties are unable to agree on the terms and conditions of a change order, the parties may pursue any remedies available under this Agreement, including termination without cause pursuant to Section 3.05.

Section 2.11. Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit Trane to modify any affected Baseline applicable to the Guarantee to account therefor. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Services is/are to be performed, Trane may terminate this Agreement, effective immediately, by delivery of a written notice to Customer, which termination shall be deemed termination pursuant to Section 3.05 If any significant item of the equipment furnished hereunder is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time agreed to by Trane, Trane shall be entitled to a modification or change to with Agreement mutually agreed upon by the Parties, which shall not be unreasonably withheld, conditioned, or delayed. Trane shall be responsible for any damage to any Customer property, or for any injury it causes to any person or other property, in each case, to the extent caused by Trane's willful misconduct or negligent performance of Services.

Section 2.12. Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Agreement, either Party may terminate this Agreement upon ten (10) business days notice to the other party and such termination shall be deemed termination pursuant to Section 3.05 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either party to perform or comply with any material obligation under this Agreement, then either Party shall be entitled to terminate this Agreement (including the Guarantee) upon ten (10) business days notice to the other party without any liability to the other party (except for payment by Customer of amounts due for any completed Services or Performance Period Services which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein, Trane shall not be liable for any quantifiable failure to meet the Guarantee or for any shortfall thereunder resulting, directly or indirectly, solely from a Change in Law.

ARTICLE 3 — CUSTOMER'S OBLIGATIONS

Section 3.01. Access to Premises. Customer shall provide Trane with reasonable access to the Premises, with or without prior notice to Customer, to inspect for Trane's benefit the Services and/or to validate Customer's performance of its responsibilities.

Section 3.02. Representations, Warranties and Covenants of Customer. Customer hereby represents, warrants and covenants to Trane that:

(a) Customer has furnished, or caused others to furnish, and, for the Term hereof, will continue to furnish to Trane, within five (5) days of a request by Trane or, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:

- utility records for the 36-month period preceding the date hereof and throughout the Term;
- occupancy and usage information, including current representative tenant leases, for the 36-month period preceding the date hereof and throughout the Term;
- written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
- descriptions of all energy consuming or saving equipment used on or affecting the Premises;
- any energy or environmental audits relating to all or any part of the Premises;
- any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
- construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
- a description of energy management procedures presently utilized by Customer for the Premises and any revisions thereto throughout the Term.

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing; and

(c) Customer has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to Trane in writing by Customer; and

(d) During the term of this Agreement, Customer will not enter into any agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment furnished by Trane hereunder, without prior written consent of Trane which shall not be unreasonably withheld; and

(e) Customer presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to Trane by Customer in writing; and

(f) No part of the systems controlled by Trane will be placed in a permanent "on" operating mode or manually controlled and, during the Term of this Agreement, Customer shall permit only Trane personnel or other qualified providers to repair, adjust or program equipment, systems, and/or controls, except in the event of an emergency, in which event Customer may remedy the emergency and shall notify Trane as soon as possible of the existence of the emergency and measures taken by Customer; and

(g) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other Hazardous Materials on the Premises, and Trane acknowledges that, by law, it may request and review the Customer's Asbestos Management Plans to outcome of which shall comply with Exhibit F; and

(h) Customer will provide Trane with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time to time hereafter within ten (10) days after execution thereof and information or services under Customer's control shall be furnished promptly by Customer; and

(i) the execution, delivery and performance by Customer of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Customer's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer's property is subject; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement of the Services hereunder and

(j) the Agreement has been duly authorized, executed and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies and except as may otherwise by limited by laws applicable to Michigan public schools;

(k) Customer shall notify Trane within twenty-four (24) hours of Customer's receipt of actual or constructive notice of (1) any material malfunction in the operation of the equipment installed or equipment affected by the Services provided pursuant to this Agreement and/or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Customer acknowledges and agrees that the Performance Period Services will be performed by Trane or on behalf of Trane by a Trane authorized service provider; and

(m) Customer is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.03. Customer Default. Each of the following events or conditions shall constitute a default by Customer (each, a "Customer Default"):

(a) Failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefor;

(b) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(c) Any default by Customer under any instrument or agreement (i) related to the financing or leasing of all or any part of the Services or equipment hereunder and/or (ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder without Trane's express written consent;

(d) Any failure by Customer to perform or comply with any material provision of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof;

(e) Any failure by Customer to pay as and when due the Performance Period Services Price or

(f) The commencement of any voluntary proceedings in bankruptcy or receivership by Customer, the commencement of any involuntary proceeding in bankruptcy or receivership against Customer which is not stayed or dismissed within ninety (90) days from the filing date thereof, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Section 3.04. Trane Default. Each of the following events or conditions shall constitute a default by Trane (each, a "Trane Default"):

(a) Any representation or warranty furnished by Trane in this Agreement is false or misleading in any material respect when made;

(b) Any failure by Trane to perform or comply with any material provision of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Trane demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Trane fails to promptly begin to cure and diligently proceed to completion thereof; or

(c) The commencement of any voluntary proceedings in bankruptcy or receivership by Trane, the commencement of any involuntary proceeding in bankruptcy or receivership against Trane which is not stayed or dismissed within ninety (90) days from the filing date thereof, Trane becomes insolvent, or Trane makes a general assignment for the benefit of creditors.

Trane's liability to Customer under the Guarantee shall be limited to energy savings guaranteed in connection with energy conservation measures that are completely installed by Trane (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Trane for the same, and Trane reasonably accepts the work) and such savings shall be determined in accordance with the appropriate Guarantee exhibit and generally accepted engineering principles.

Section 3.05. Termination Without Cause. Termination of this Agreement without cause pursuant to Sections 1.04, 2.08 2.10, 2.11, 2.12, 5.01 and 8.04 will be effectuated by delivery of at least ten (10) day advance written notice declaring termination, upon which event a) Customer shall be liable to Trane for all Services furnished up to the effective date or termination and any damages sustained by Trane, including the cost of terminating orders or subcontracts for labor or material and price of any specially manufactured items, whether in production or delivered; and b) Trane shall have no further obligation to Customer, except as otherwise stated in this Agreement.

Section 3.06. Termination by Trane Due to Customer Default. If a Customer Default has occurred and is continuing, Trane may immediately suspend all or a portion of the Services at Trane's discretion and/or terminate this Agreement by written notice to Customer. In the event Trane terminates this Agreement for a Customer Default, Trane shall be entitled to any damages sustained by Trane, including the cost of terminating orders or subcontracts for labor or material, Trane's lost profits and the price of any specially manufactured items, whether in production or delivered. In addition, Trane may exercise any right or remedy available to Trane at law or in equity.

Section 3.07. Termination by Customer Due to Trane Default. If a Trane Default has occurred and is continuing, Customer may terminate this Agreement by written notice to Trane. In the event Customer terminates this Agreement for a Trane Default, Customer may take possession of the Premises together with all materials thereon, and move to complete the Services itself expediently. In completing the Services, Customer shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by Trane to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that Trane shall not be obligated to ship any such equipment unless Customer provides Trane adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, the excess shall be paid to Trane, but if the expense exceeds the unpaid balance, Trane shall pay the difference to Customer as Customer's sole and exclusive remedy hereunder in connection with the Trane Default upon demand by Customer.

ARTICLE 4 — INSURANCE

Section 4.01. Trane's Liability Insurance. Trane shall purchase and maintain without interruption, from the commencement of the throughout the Term, the following policies with the following minimum limits, through a company or companies rated A VIII or better by A.M. Best Company:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation,	statutory
Employers' Liability Insurance	$1,000,000
Comprehensive General Liability*	$5,000,000 CSL, per occurrence and in the aggregate
Comprehensive Automobile Liability	$2,000,000 CSL, per occurrence and in the aggregate

* This limit may be satisfied by primary or excess liability insurance or any combination of primary and/or excess liability insurance.

Section 4.02. Installation Floater. Trane shall maintain from the Services Start Date and through the Commencement Date of the Guarantee Term (as defined in Exhibit E), installation floater insurance coverage insuring physical loss or damage to materials, equipment, machinery and supplies designated for use in the construction or performance of the Services at the Premises, offsite or while in transit to the site prior to the transfer of the risk of loss thereof to the Customer pursuant to Section 4.03 below.

Section 4.03. Title and Risk of Loss. Title to the materials and equipment comprising the Services shall pass to Customer in the course of construction upon the later of (i) incorporation of such materials or equipment into the Premises, or (ii) payment by Customer for Services corresponding to such materials or equipment. Notwithstanding the foregoing, risk of loss for the Services shall pass to Customer in the course of construction upon incorporation into the Premises.

Section 4.04. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain (until the later of the date of issuance of the Certificate of Final Completion and the date of Customer's Final Payment) property insurance for the installation work in progress for all materials, equipment, machinery and supplies constituting the Services following the transfer of the risk of loss to such material, equipment, machinery and supplies to Customer under Section 4.03 above, at least in an amount equal to the Contract Price, as the same may be adjusted from time to time on a replacement cost basis from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The parties agree that the Customer is not waiving any rights its insurer(s) may have to subrogation. To the extent any term in this agreement is contrary to this provision, such term is void and unenforceable.

Section 4.05. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption.

Section 4.06. Evidence of Insurance. Customer and Trane shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Services, evidencing the coverages and limits required to be maintained under Sections 4.01 and 4.04 of this Agreement. The certificate(s) shall name the other party as an "additional insured" to the extent of the indemnity obligation assumed by the insured party under this Agreement. Each party shall provide prompt written notice to the other party in the event any insurance policy required hereunder is cancelled, terminated or allowed to expire. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 5 — HAZARDOUS MATERIALS

Section 5.01. Asbestos and Hazardous Materials. Except as expressly stated in Exhibit B, Trane's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Trane shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Customer's premises. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit C (Description of Premises) or Exhibit F (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which Trane will be performing any part of the Services or Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. Trane's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit F and Customer shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Customer's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should Trane become aware of or suspect the presence of Hazardous Materials in the course of performing the Services that are not disclosed in Exhibits B, C or F, or which present or may present a hazard to or endanger health welfare or safety, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Notwithstanding the Customer's disclosure of Hazardous Materials in Exhibits B, C, or F, in all instances, Customer will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. Customer is responsible for any and all damages, including water intrusion, caused by, resulting from, or related to its abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless if the area has not been or cannot be rendered harmless within 45 days of discovery of the Hazardous Material, Trane may terminate this Agreement pursuant to Section 3.05. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. To the maximum extent permitted by law, Customer is liable for all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Trane or to the extent a leak, deposit, spill, discharge, release, or disposal of Hazardous Materials was caused by Trane's willful misconduct or negligence; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.. Trane shall not have any liability relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, except as caused by Trane willful misconduct or negligence.

ARTICLE 6 — INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 6.01. Indemnification. To the maximum extent permitted by law, Trane shall indemnify and hold Customer and all respective officers, directors, affiliates, shareholders, and employees harmless from any and all third party actions, costs,

expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of Trane's respective employees, subcontractors, or other authorized agents in connection with the Premises. Trane shall not be required to indemnify Customer against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of Customer. If the parties are both at fault hereunder, then Trane's obligation to indemnify shall be proportional to its relative fault. The duty to indemnify 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. In the event one party hereto knows or has reason to believe that the other party will be required, in connection with this Agreement, by any court or governmental administrative agency to respond to any legal action or other directive by such authorities, such party shall immediately notify the other in writing of the same.

Section 6.02. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHICH CUSTOMER REPRESENTS IS LIMITED, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND LOST PROFITS) OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGE OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY. To the extent permitted by law, Trane's liability in connection with the provision of products or services or otherwise under this Agreement shall not exceed the entire amount paid to Trane by Customer under this Agreement.

Section 6.03 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 TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMINFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS CAUSED BY OTHERS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH CONTAMINANTS LIABILITIES.

ARTICLE 7 — WARRANTY

Section 7.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year, unless a longer length of time is provided for specific products on page 110 of the Proposal or Exhibit B, from the date of Final Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and, Trane's work included within the Services (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Nothing contained in this Section 7.01 shall be construed to establish a period of limitation with respect to other obligations Trane has under the Contract Documents. Establishment of the one year Warranty Period relates only to the specific obligation of Trane to correct the work and/or furnish replacement equipment and parts and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Trane's liability with respect to Trane's obligations other than specifically to correct the Work. Notwithstanding the foregoing, with respect to Service Elements identified in Exhibit B.1 (Certificate of Substantial Completion and Acceptance), Trane shall have the option of commencing the applicable Warranty Period upon the date of Substantial Completion with respect to such Service Element. Equipment and/or parts that are not manufactured by Trane ("Third-Party Product(s)") are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT TRANE 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 TRANE, AND CUSTOMER IS

NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY TRANE OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

Section 7.02. Warranty Remedy. If Customer files a claim with respect to a defect in Trane-manufactured equipment or the installation work within the applicable Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full. To the extent permitted by law, or as otherwise provided for in this Agreement, Trane's sole liability and Customer's sole and exclusive remedy with respect to any warranty claim shall be limited, at Trane's option, to Trane's cost to correct the defective equipment or work and/or replace equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

The foregoing does not apply to Performance Period Services and the warranties for Performance Period Services are separately stated on Exhibit G of this Agreement.

TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, WHICH CUSTOMER REPRESENTS IS LIMITED, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES.

ARTICLE 8 — GENERAL PROVISIONS

Section 8.01. Assignment. Neither party may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 8.02. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the State of Michigan without regard for any choice-of-law rules that might direct the application of any other jurisdiction. The parties hereby consent and submit to the personal jurisdiction of the courts of the State of Michigan and of the United States District Courts in such state.

Section 8.03. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by Trane prior to execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by Trane and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by Trane; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its Exhibits, the provisions of this Agreement and its Exhibits shall govern.

Section 8.04. Force Majeure. Neither party shall be considered to be in default hereunder when a failure of performance (other than Customer's obligation to make payment to Trane) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. 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 disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability

to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days' notice to the other party, which termination shall be deemed termination pursuant Section 3.05.

Section 8.05. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 8.06. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof 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. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement, so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 8.07. Execution and Counterparts. This Agreement and any amendment may be executed by the parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement and any amendment shall be legally valid and effective through: (i) executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document by electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendment, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e. electronic signature).

Section 8.08. Neutral Interpretation. This Agreement shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that Trane has drafted the initial form of this Agreement shall not affect the interpretation of any provision of the Agreement in a manner adverse to Trane or otherwise prejudice or impair Trane's rights.

Section 8.09. Bonds. Before entering upon the performance of this Agreement, Trane shall obtain for the benefit of Customer, a good and sufficient Performance Bond and Payment Bond, in form acceptable to Customer. Each bond shall be in an amount equal to 100% of the Contract Price. Such Bonds are statutory bonds required by Act 213, Public Acts of Michigan, 1963, as amended (MCL § 129.201, *et seq*.), shall be subject to Michigan law, and shall not include language that attempts to implement a contractual limitations period shorter than limitations periods set forth by Michigan law. For purposes of any performance bond issued hereunder, faithful performance of the Services is deemed satisfied upon expiration of the applicable warranty period(s). Any payment and performance bonds be provided hereunder, in no event shall such bonds cover any energy savings guarantees.

Section 8.10. Approvals; MCL 380.1274a Filing. Upon completion of the Project, Trane shall obtain all approvals for installation of the improvements constituting the Project. During the provision of reporting services pursuant to Trane's Performance Period Services, but for no less than five (5) years following Final Completion, Trane shall, on the Customer's behalf and with its cooperation, prepare all the necessary documentation and information for filing for a school energy conservation improvement project under Section 1274a of the Revised School Code.

Section 8.11. Independent Contractor. It is understood and agreed by the parties hereto that Trane shall perform the Project according to its own means and methods and shall for all purposes be an independent contractor. All persons employed by Trane in connection with the Project shall be paid directly by Trane, and shall be subject to Trane's orders and supervision.

Section 8.12. Inspection; Defective Work. Trane shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Customer.

Section 8.13. Nondiscrimination. Trane shall not discriminate, against any employee or applicant for employment to be employed in the performance of this agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of this agreement.

Section 8.14. Waivers. The failure of either party hereto to insist upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights unless such waiver is in writing and signed by both parties.

Section 8.14. Tests. If the agreement or the laws, ordinances, rules, or regulations of any public authority having appropriate jurisdiction require inspection, testing, or approval of any of the work, Trane shall give Customer timely notice of Trane's readiness for such inspection, testing, or approval and of the date thereof so that Customer may be present to observe such inspection, testing, or approval by such public authority. Trane shall be responsible for and pay all costs for any such inspection, testing, or approval unless otherwise provided for herein. All required licenses, permits, or certificates applicable to any such inspection, testing, or approval shall be obtained by Trane and promptly delivered to Customer.

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi)

biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
    a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
    b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) currently updated operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
    c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers. Trane will provide HVAC Machine Data to Customer upon request.
    d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment). Notwithstanding the foregoing, Trane will terminate the account of each of Trane's personnel within a commercially reasonable time after events (1) or (2) in the preceding sentence, even if, under the circumstances, the commercially reasonable time for terminating such accounts is shorter than that prescribed by Trane's standard practices.
    e. Third Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than 60 days after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

PACT
PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT A
Payment Schedule

Customer will make payments to Trane at the times and in the amounts set forth in the following schedule:

Milestone	*Payment Due*
{date} - Mobilization Upon Execution of Agreement by Customer	$
{date} - Monthly Payment	$
{date} - Monthly Payment	$
{date} - Monthly Payment	$
{date} - Monthly Payment	$
{date} - Final Payment	$

PACT
PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT B
Scope of Services

The Services are defined as the following:

PACT
PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT B.1
Certificate of Substantial Completion

Certificate of Substantial Completion and Acceptance

{customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the PACT™ Agreement, by and between ***{customer}*** ("Customer") and Trane U.S. Inc., dated as of , have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the above listed Services as substantially complete and assumes full possession thereof as of the Date of Substantial Completion.

(Customer)

By: _____

Its: _____

Date of Customer's Signature: _____

PACT
PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT B.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the PACT™ Agreement, by and between ***{customer}*** ("Customer") and Trane U.S. Inc., dated as of , have been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Date of Final Completion, except as noted below with respect to the following equipment or work:

Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the Services as finally complete and assumes full possession thereof as of the Date of Final Completion.

(Customer)

By: _____

Its: _____

Date of Customer's Signature: _____

CC: Central Measurement and Verification Team

EXHIBIT C
Description of the Premises

The Premises are described as follows:

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PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT D
Notice to Proceed

Customer & Project Name
Trane Project No.:

Customer has closed on its financing (the "Financing Closing") of the PACT™ Agreement, dated , 20 as evidenced by the attached fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents.

The entity providing funding to Customer:

Company Name: _____

Address: _____

_____

Contact Name: _____

Telephone No.: _____

Email: _____

Pursuant to Section 1.04 of the Agreement, Customer hereby executes and issues this written Notice to Proceed authorizing Trane to immediately commence performance of the Services in accordance with the Agreement.

Customer Name

By: _____

Title: _____

Dated: _____

EXHIBIT E
Energy Savings Guarantee & Operational Savings

Section 1. Energy Savings Guarantee. Subject to the terms and conditions of this Exhibit E and the sub-Exhibits hereof, Trane guarantees that, as a result of the Services Trane will furnish hereunder, Customer will realize the energy savings shown in Table 1 (the "Energy Savings"), in each consecutive twelve-month period following the Commencement Date (each such twelve-month period, a "Guarantee Year") for the Guarantee Term (collectively, the "Energy Savings Guarantee"). The Energy Savings Guarantee is for energy savings in the aggregate, not on a per building basis, per energy conservation measure ("ECM"), or by fuel type, notwithstanding the presentation of the Energy Savings in this Exhibit, the sub-Exhibits hereto, or in any other document.

In addition to Energy Savings, Trane and Customer agree that Customer will realize Operational Savings as a result of Trane's performance of the Services, as more fully described in Section 5 and in the applicable sub-Exhibits hereof.

Table 1 below sets forth the monetary value of Energy Savings and Operational Savings (calculated utilizing the Adjusted Base Utility Rate(s) and applicable annual Operational Savings escalation).

Table 1 – Monetary Value of Annual Energy Savings and Operational Savings Calculated Utilizing the Applicable Adjusted Base Utility Rate and Applicable Annual Operational Savings Escalation

Total Savings ($)			
Year	Energy Savings	Operational Savings (Mutually Agreed upon by Customer and Trane)	Total Savings
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			
Grand Total			

Section 2. Measurement and Verification of Energy Savings Four (4) different methods may be utilized to measure and verify ("M&V") Energy Savings. Each method is in accordance with the International Performance Measurement and Verification Protocol (IPMVP). The four (4) M&V methods are summarized below. Under certain circumstances, the parties may find it cost effective to mutually agree to certain Energy Savings and eliminate the need to M&V such Energy Savings in accordance with the M&V methods described below. In such event, the parties will separately outline such mutually agreed Energy Savings in this Exhibit E and the sub Exhibits hereto.

Option A. Retrofit Isolation: Key Parameter Measurements. The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by a mutually agreed-upon factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensure that the mutually agreed upon values fairly represent the probable actual value.

Option B. Retrofit Isolation: All Parameter Measurements. Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired. Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses.

Option C. Whole Facility. Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (Post) energy use can be measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in the applicable sub-Exhibit. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment.

Option D. Calibrated Simulation. Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit. Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. Energy use simulation is calibrated with hourly or monthly utility billing data and/or end use metering.

Mutually Agreed Savings: This approach is utilized with energy retrofits where M&V costs would have significant negative impact on the savings. Savings are verified mutually by Trane and Customer after installation or commissioning.

Section 3. Summary of Energy Savings and applicable M&V. The type and location of energy conservation measures installed determine which M&V calculation method shall be utilized. Table 2 sets forth the M&V method utilized, by building, ECM or ECM type, as applicable, and the associated

Energy Savings. Specific M&V methodologies and any mutually agreed upon values for each savings strategy and applicable M&V method are detailed in the applicable sub-Exhibits to this Exhibit E.

Table 2 – Annual Energy Savings Guarantee per Building, ECM or ECM Type

Building, ECM or ECM Type	Applicable Energy Savings				
	Mutually Agreed Savings				
	kWh Saved	kW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	Option A: Partially Measured Retrofit Isolation				
	kWh Saved	kW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	Option B: Retrofit Isolation				
	kWh Saved	kW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	Option C: Whole Facility				
	kWh Saved	kW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	Option D: Calibrated Simulation				
	kWh Saved	kW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
Grand Total Energy Savings Guarantee (annual)					

Due to rounding of numbers, some numbers in the table above may vary slightly from similar energy references within this Agreement.

Section 4. Calculated Monetary Value of Energy Savings. The monetary value of Energy Savings is derived by multiplying the applicable units of Energy Savings as outlined in Table 2 by the applicable adjusted Base Utility Rate as defined and described in Section 8. Table 3 sets forth the calculated monetary value of the annual Energy Savings in the first Guarantee Year per building, ECM or ECM type for each M&V method.

Table 3 – Calculated Monetary Value of Annual Energy Savings per Building or ECM

Building or ECM (Exhibit ID#)	Guarantee Options					Total Energy Savings
	Option A Partially Measured Retrofit Isolation	Option B Retrofit Isolation	Option C Building or ECM (Exhibit ID#)	Option D Guarantee Options	Mutually Agreed Savings	
	$					$
	$					$
Total	**$**	**$**	**$**	**$**		**$**

* *Some of the dollar amounts in the table above may vary slightly from similar dollar amounts within this Agreement due to rounding.*

Section 5. Operational Savings. Customer and Trane agree that, as a direct result of the Services, as of the Commencement Date, Customer shall achieve annual operational cost savings in the amounts set forth in Table 1 ("Operational Savings") during the Guarantee Term. Customer and Trane worked together to identify and quantify the Operational Savings based upon past and projected expenditure data provided by the Customer. Operational Savings may include the categories set forth below (as applicable).

a. Direct Cost Avoidance. Reduction or elimination of costs or expenses in connection with existing or planned service contracts, materials, supplies, energy costs and labor expenditures. Direct cost avoidance Operational Savings may include savings achieved through a reduction in fuel and/or electricity rates ("Energy Rate Optimization Savings") by one or more of the following means:

(i) Improved rate from local electric utility company, natural gas company, or fuel company;

(ii) Direct purchase of natural gas or electricity; and/or

(iii) Bulk purchase of fuel.

b Indirect Cost Avoidance. Customer valuation, including such items as re-deployed labor resources and reduction in overhead; and

c. Future Capital Cost Avoidance. Future replacement expenditures avoided as a result of new equipment installed.

Throughout the Guarantee Term, Operational Savings (in the amounts set forth in Table 1) will be realized in each Guarantee Year and will be deemed to escalate at a rate of percent (%) per year as set forth in Table 1. The parties agree that the % escalation rate is a reasonable projection

of future Operational Savings based upon past inflation experience, escalation in the cost of energy, goods and services experienced by Customer and the parties' expectations. The Operational Savings are detailed in the applicable sub-Exhibits. Operational Savings are mutually agreed upon by the parties and will not be measured, monitored or verified.

Section 6. Construction Period Savings. Energy Savings will accrue as the Services progress during the construction period until the Commencement Date. Trane will calculate and document such Energy Savings as they accrue in accordance with the sub-Exhibit(s) (such savings referred to as "Construction Period Savings").

Section 7. Commencement Date and Guarantee Term. The "Commencement Date" shall be the first calendar day of the month following the month in which the Date of Final Completion occurs, unless the Date of Final Completion falls on the first calendar day of a month, in which event the Commencement Date shall be the first calendar day of that month. The Energy Savings Guarantee shall begin as of the Commencement Date and, unless this Agreement shall terminate earlier, shall expire on the day immediately preceding the year anniversary of the Commencement Date (hereinafter the "Guarantee Term").

Section 8. Base Utility Rates. The Base Utility Rates are the utility rates set forth below and are used to calculate the initial monetary value of Energy Savings. The Base Utility Rate shall be increased annually during the Guarantee Term by [____] percent (%) per year, compounded annually (the "Adjusted Base Utility Rates"). The parties agree that such an adjustment is a reasonable projection of future increases in utility rates based on past inflation experience, applicable to utility rates and Customer's budgetary analysis. In calculating the monetary value of the Energy Savings for the purpose of the Energy Savings Guarantee reconciliation, Trane will use the greater of (i) the then current applicable utility rate unit cost and (ii) the Adjusted Base Utility Rates.

The following are the Base Utility Rates:

Cost of Electricity

Table 4 Electric Rate Structure (Sample Table – customize as needed for your specific rates)

Schedule Small General Service Time of Use Electric Rate Structure SGS-TOU-3		
June through September		
SERVICE CHARGE, per month		$21.00
DEMAND CHARGE (per kW)		
Per kW for all kW of on peak Billing Demand		$10.10
Per kW for all off-peak excess Billing Demand	$1.00	
kWh ENERGY CHARGE		
Per on peak kWh	$0.04309	
Per off-peak kWh	$0.03106	
October through May		
SERVICE CHARGE, per month		$21.00
DEMAND CHARGE (per kW)		
Per kW for all kW of on peak Billing Demand		$7.48
Per kW for all off-peak excess Billing Demand	$1.00	

kWh ENERGY CHARGE	
Per on peak kWh	$0.04309
Per off-peak kWh	$0.03106

Cost of Fuel(s)

Table 4.1. *Gas Rate Structure* (Sample Table – customize as needed for your specific rates)

Standard Small General Service Natural Gas Rate Structure	
Winter Rates (November – March)	
SERVICE CHARGE, per month	$22.00
All therms (/therms)	$1.30783
Summer Rates (April – October)	
SERVICE CHARGE, per month	$22.00
All therms (/therms)	$1.17834
Value Small Commercial Service Natural Gas Rate Structure	
SERVICE CHARGE, per month	$23.25
DISTRIBUTION SERVICE	
First 2,000 Therm	$1.27043
Over 2000 Therms	$1.26310
Summer Rates (April – October)	
SERVICE CHARGE, per month	$22.00
First 2,000 therms	$1.12413
Over 2000 therms	$1.10732
Next 15,000 CCF, per CCF	$0.1789

Table 4.2 Fuel Rates (Sample Table – customize as needed for your specific rates)

Facility	Fuel	Facilities Charge (per month)	Winter Rate (per therm)	Summer Rate (per therm)
	Propane	N/A	$.77	$.77
	Oil	N/A	$1.22	$1.22

Cost of Water/Sewer

Table 4.3 (Sample Table – customize as needed for your specific rates)

Water and Sewer Rates		
Units	Water	Sewer
Cost per 1000 Gallons		

Section 9. Building Operation

The following operational parameters were collaboratively agreed upon by Customer and Trane and form the basis for calculating Energy Savings. Customer bears the risk of decreased Energy Savings if the facilities are operated outside of these operational parameters. Variation from these parameters will permit Trane to make an adjustment to the Baseline as indicated in Section 11.

Table 5 – Operational Parameters

Bldg Type	Day	Occupied Hours	Occupied Temps	Set back hours	Set back temps
Building Type	All Occupied Days	7AM - 5PM	70 ht, 75 clg	5PM - 12AM 12AM to 6AM	None
Building Type	Weekend			All Hours	55 ht, 85 clg
Building Type	Holiday			All hours	55 ht, 85 clg
	Scheduled Shutdowns				

Customer is responsible to perform the updates to the control system to conform to the above table. The Customer should limit access to thermostats to its facilities staff.

For the purpose of this Agreement, indoor temperature boundaries will be maintained at no warmer than 70° F for heating (ht) and no cooler than 75° F for cooling (clg) (within +/- 2 degrees).

Section 10. Guarantee Reconciliation. Subject to Customer's obligations to furnish the data and information required hereunder, within ninety (90) days after the final month of each Guarantee Year, Trane will determine and reconcile the verified Energy Savings (the "Verified Savings") in accordance with this Exhibit and the applicable sub-Exhibits and provide a written report to Customer (the "M&V Report"). Customer shall review the M&V Report within fourteen (14) days following submittal by Trane thereof and either accept or reject such report in writing. If Customer timely rejects the M&V Report, Customer shall provide Trane with detailed reasons thereof and the parties shall negotiate in good faith to correct or reconcile any deficiencies. If a mutual agreement is reached, Trane shall submit an updated M&V Report to Customer. If the parties are unable to reach agreement, Customer may request an independent audit in accordance with Section 14 hereof. If Customer fails to reject the M&V Report within the fourteen (14) day period outlined above, Customer shall be deemed to have accepted the M&V Report.

Following issuance of the M&V Report, the following shall apply:

a. If the Verified Savings, together with any Construction Period Savings or Excess Savings that have not been previously applied against any shortfall in Energy Savings, meet or exceed the Energy Savings Guarantee in any Guarantee Year, the Energy Savings Guarantee shall be deemed satisfied for such Guarantee Year. If the Verified Savings exceed the Energy Savings Guarantee in any Guarantee Year, Trane may apply the amount by which the Verified Savings exceed the Energy Savings Guarantee (the "Excess Savings") to any subsequent Guarantee Year, as applicable.

b. If the Verified Savings, together with any Construction Period Savings or Excess Savings that have not been previously applied against any shortfall in Energy Savings, are less than the Energy Savings Guarantee, Trane shall have the option to correct any issues relating to the Services or implement, with Customer's approval, additional energy saving measures and thereafter re-perform the Measurement and Verification and generate a new M&V Report. If, following Trane's corrective measures, the Verified Savings meet or exceed the Energy Savings Guarantee in the Guarantee Year, the Energy Savings Guarantee shall be deemed satisfied for such Guarantee Year and Trane may apply any Excess Savings to any subsequent Guarantee Years, as applicable.

c. If the Verified Savings, together with any Construction Period Savings or Excess Savings that have not been previously applied against any shortfall in Energy Savings, are less than the Energy Savings Guarantee and Trane has not elected or was unable to apply sufficient corrective measures, if any, or install additional energy savings measures pursuant to clause "b" above, then Trane will pay Customer the difference between the Verified Savings and the Energy Savings Guarantee. Upon agreement of Trane and Customer, instead of payment, Trane may provide services and/or product, equal to the value of the payment required hereunder.

d. Excess Savings, together with any unused Construction Period Savings, may be applied by Trane retroactively or prospectively to any shortfall in any other Guarantee Year. In the event Excess Savings are applied retroactively and Trane paid Customer (or implemented additional energy conservation measures) for any shortfall, Customer shall reimburse Trane for any such Excess Savings. Notwithstanding the foregoing, any Excess Savings or Construction Period Savings that remain unapplied as of the expiration of the Guarantee Term shall inure to the benefit of the Customer.

Section 11. Adjustments to Baseline. Trane may, at its sole discretion, make adjustments to the Baseline using standard and sound engineering principles as follows:

a. Building Utilization: The total number of building occupants is a variable that may be adjusted for if the number of occupants differs from the Baseline quantity.

b. Building Occupancy Hours: The hours the building(s) is/are occupied and/or equipment and/or lighting is utilized is a variable which may be adjusted for if the hours (quantity or time-of-day) differs from the hours identified in this Exhibit E and its sub-Exhibits. Buildings that have Trane energy management equipment will be monitored by Trane to verify hours of equipment operation. Buildings without energy management systems will have to have equipment operation logged by Customer's building staff as specified in Section 12 of this Exhibit E.

c. Weather: Utility bills will be adjusted for weather.

d. Building Changes: The Baseline may be adjusted to account for any building square footage changes, remodeling, and addition of equipment or change in usage. Customer agrees to contact Trane within seven (7) calendar days of commencement of any changes or additions of equipment or environments.

e. Unforeseen Parameters. At Trane's discretion, the Baseline may be adjusted based on data or other information newly discovered or otherwise not readily available at the time the Baseline was prepared.

f. Customer's Responsibilities: The baseline may be adjusted for failures by Customer to perform its obligations under the Agreement (including the responsibilities set forth in Section 12 below) or in the event any representation or warranty made by Customer under the Agreement is false or misleading.

g. Baseline Model Adjustment: Any adjustment in the baseline model of the building created as part of the Detailed Energy Analysis appropriate to represent operation of the building if it had been designed, constructed, and/or operated in accordance with local and national codes in place as of the date of the Agreement. Such adjustments can include, but are not limited to, increased ventilation rates for code compliance and the addition of heating and/or air-conditioning to areas that previously had no environment conditioning. The adjustments included in the Detailed Energy Analysis for this project on account of such issues are estimated to result in an energy increase or decrease of XXX,XXX kWh, an increase or decrease of XXX kW and an energy increase or decrease of XX,XXX therms.

Section 12. Customer Responsibilities: Customer acknowledges that it has an integral role in achieving Energy Savings and agrees to perform the following responsibilities:

a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify Trane of the repair and /or replacement, but no later than within fourteen (14) calendar days from the commencement thereof;

b. Make available to Trane upon its request copies of maintenance records and procedures regarding maintenance of the Premises;

c. Promptly provide Trane with notice of system and building alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, automatic door operation, structural, occupancy sensors, photocell/timer control of exterior lighting and heat recovery systems;

d. Log any utility meters and the operation of any energy consuming devices or equipment as directed by Trane and furnish copies of such logs to Trane within thirty (30) calendar days after preparation of the logs;

e. Provide to Trane true, accurate and complete copies of all energy related bills within ten (10) days after Customer's receipt of such bills. The parties stipulate that, in each event that Customer fails to provide an energy related bill within thirty (30) days after the end of the Billing Period to which the bill relates, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Trane been provided with the energy related bill in a timely manner. In the event Trane subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Verified Savings;

f. Provide to Trane true, accurate and complete descriptions of all energy consuming devices that, individually or in the aggregate, have a material adverse impact on Energy Savings within seven (7) days after installation and startup of such equipment. This equipment includes, but is not limited to heating, cooling or ventilating equipment, computers and other electronics, water heaters, kitchen equipment, laundry equipment, mobile trailer units, portable hospital equipment. The parties stipulate that, in each event that Customer fails to provide this information within thirty (30) days after the startup of such equipment, Customer shall be deemed to have realized that portion of the Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Trane been provided with the energy related information in a timely manner. In the event Trane subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount

greater than had been mutually agreed upon hereunder, such greater savings will be used in calculating Verified Savings;

g. Furnish to Trane true, accurate and complete copies of any utility rate schedules or tariffs promptly upon Trane's request for the same and, in any event, within thirty (30) calendar days after Customer's receipt of notice of a utility rate change;

h. Maintain in effect and fully perform its maintenance obligations throughout the duration of the Guarantee Term; and

i. During the Term of the Agreement, permit only Trane and/or Customer approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Customer shall immediately notify Trane of the existence of the emergency no later than within twenty-four (24) hours of the commencement of the emergency condition.

Section 13. Exclusions from Trane's Responsibilities: Trane shall not be responsible for any of the following:

a. Any shortfalls in Energy Savings, failure to satisfy the Energy Savings Guarantee, or for loss, damage or malfunction to equipment, systems, controls or building(s) structures resulting from non-Trane personnel examining, adjusting or repairing equipment, systems, or controls;

b. Any failure of Customer to achieve or realize Operational Savings;

c. Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on equipment;

d. Problems or damages caused by utility service or damage sustained by equipment or systems;

e. Furnishing any items of equipment, material, or labor, or performing tests recommended or required by insurance companies or federal, state, or local governments; and

f. Failure or inadequacy of any structure or foundation supporting or surrounding equipment or work or any portion thereof.

Section 14. Independent Audit. Within fourteen (14) days after receipt by Customer of the M&V Report, Customer may provide written notice to Trane that Customer intends to have performed an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer and Trane shall thereupon select agreed upon experienced and qualified energy engineering auditors to complete and submit to the parties an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer shall pay for the entire cost of the audit. The audit shall be completed within thirty (30) days of selection of the auditor. Exercise of the right to request an audit shall in no way relieve Customer of its continuing obligation to make current payments pursuant to this Agreement. Any payments between the parties necessary to resolve any agreed upon irregularities identified in the audit will be made within sixty (60) days after submission of the audit to the parties.

Section 15. Detailed Energy Analysis. The "Detailed Energy Analysis," dated DATE, presented by Trane, is incorporated herein for the limited purposes of presenting a description of existing conditions and the methodologies used for calculating projected energy savings with respect to the energy conservation measures comprising the Scope of Services in Exhibit B. Statements of savings contained in the Detailed Energy Analysis are projections only and do not constitute, and shall not in any way

modify, the statements of Trane's Energy Savings Guarantee contained in this Exhibit E and the sub-Exhibits.

Section 16. Energy Savings Model. In the event that energy savings models are re-run for an adjustment to the Baseline or to verify Verified Energy Savings, Trane may, at its sole discretion, use the modeling software of its choice.

EXHIBIT F
Hazardous Materials

Pursuant to Section 5.01 of the Agreement, the existence of the following Hazardous Materials has been disclosed by Customer and/or otherwise identified prior to the execution of the Agreement:

- *[If lighting retrofit is included in Scope of Services, insert "PCB-containing ballasts and mercury-containing lamps" here; any HazMat work must be clearly identified in Exhibit B (Scope)]* which shall be replaced by Trane and disposed of by Customer as owner/generator of the Hazardous Material.

INITIALED BY: ____Customer ____Trane

EXHIBIT G
Performance Period Services

Trane will furnish the Performance Period Services described in this Exhibit G upon the terms and conditions contained herein. In the event of an inconsistency or conflict between the terms and conditions of this Exhibit G and the terms and conditions of the balance of this Agreement, the terms and conditions of this Exhibit G shall control.

1. Generally. Performance Period Services may include periodic measurement and verification of the Guarantee in accordance with Exhibit E and the sub-Exhibits thereto (the "M&V Services") and/or periodic maintenance of Customer's Premises, plant or equipment (the "Maintenance Services") in accordance with the provisions of this Exhibit G.

2. Scope of Performance Period Services

A. M&V Services
Trane shall provide the M&V Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto. The M&V Services shall include the preparation and submittal by Trane of a Measurement and Verification (M&V) Report in accordance with Section 10 of Exhibit E.

B. Maintenance Services. In addition to the M&V Services, Trane shall provide the following Maintenance Services with respect to the Covered Equipment listed below:

The following "Covered Equipment" will be serviced

Equipment	Qty	Manufacturer	Model	Serial	Asset Tag

[PROVIDE SCOPE OF MAINTENANCE IF ANY/IF NONE, STATE "NONE"]

3. Performance Period Services Price and Annual Adjustment. The Performance Period Services Price is set forth below as an annual amount that is subject to the annual adjustments provided for herein. Trane may invoice the Performance Period Services Price once each year, semi-annually, or quarterly and each such invoice shall be due in advance of performance of the Performance Period Services. Trane 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. Trane may discontinue Performance Period Services whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Performance Period Services Price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Effective upon each annual anniversary of the Performance Period Services Commencement Date, the annual Performance Period Services Price shall be adjusted upward by the Annual Adjustment Rate; thereafter,upon each anniversary of the Performance Period Services Commencement Date, the Annual Adjustment Rate shall be applied to the annual Performance Period Services Price as previously adjusted.

First Year Annual Performance Period Services Price		$_____
Any Applicable Tax* and Freight	N/A	
First Year Annual Performance Period Services Price Total		$_____
Annual Adjustment Rate		_____%

(*$0.00 tax is contingent upon Customer furnishing evidence to Trane of valid applicable exemption from sales/use or other applicable taxes.)

Term. Trane's obligations to furnish the Performance Period Services shall commence upon the Date of Final Completion as defined in Section 2.03 of this Agreement (the "Performance Period Services Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in Exhibit E. Customer may terminate the Performance Period Services to the extent permitted by law and following the expiration of the first Guarantee Year upon not less than sixty (60) days advance written notice to Trane. If Customer terminates the M&V Services prior to the expiration of the Guarantee Term, this Agreement (together with the Guarantee) shall be deemed terminated and of no further force and effect as of the expiration of the Guarantee Year immediately preceding the effective date of such termination. If the effective date of the termination of this Agreement by Customer occurs in the middle of any Guarantee Year, Customer shall pay Trane (or be entitled to a refund in the case of a prepayment) the proportionate share of the applicable Performance Period Services Price.

Exhibit G Additional Terms and Conditions

Performance. Trane shall perform the Performance Period Services described in the schedules included with this Exhibit G with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Performance Period Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform Performance Period Services is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Customer shall perform required restoration at its cost prior to Trane being obligated to perform hereunder. Performance Period Services furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Performance Period Services, or an inspection by Trane prior to commencement of the Performance Period Services, indicates repairs are required, Customer shall authorize Trane to perform such repairs pursuant to a quote for the repairs provided by Trane. During the Term, Trane 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 Trane and shall in no event 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 providing service on Covered Equipment. Trane reserves the right to remove such items at its discretion.

Customer Obligations. Throughout the Term, Customer shall:

a. Provide Trane reasonable and safe access to all Covered Equipment;
b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
c. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the scope of Performance Period Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
d. Promptly notify Trane of any unusual performance of Covered Equipment;
e. Permit only Trane personnel to repair or adjust Covered Equipment and/or controls during the Term;
f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
g. Unless water treatment is expressly included in the Performance Period Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

a. Any guarantee of room conditions or system performance, except as expressly stated in Exhibit E to this Agreement;

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, ductwork; 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. 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, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
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 Trane as part of this Agreement;
e. Furnishing any items of equipment, material, or labor, 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 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 Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the 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 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 recommended guidelines concerning overhaul and refurbishing of the 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 scope of Trane's Services, in which case, replacements shall in no event exceed ten percent (10%) of the rated system charge per year unless a greater percentage is expressly included within the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
o. Operation of the equipment; and
p. 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 Trane.

Performance Period Services Warranties. (a) Trane manufactured material supplied is warranted be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the

defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have

such warranties as are extended to Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION 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 USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

EXHIBIT H
ESCO Certificate

ESCO CERTIFICATE

The undersigned, Trane U.S. Inc. ("Trane"), is the energy services company (ESCO) under the Performance Agreement for Comfort from Trane by and between Trane and Monroe Area Intermediate Schools in Monroe County, Michigan ("District"), dated as of October 7, 2024 (the "Performance Contract") and in its capacity as the ESCO does hereby certify, in connection with the project, as follows:

1. A list of energy improvements for the District is included in the Performance Contract

2. That each item, as set forth in the list of energy improvements, is reasonably expected to provide energy and/or operational savings in accordance with the terms and conditions of the Performance Contract.

3. That Trane will provide engineering design for the project, and all design documents shall be prepared by and/or overseen in their preparation by an architect or engineer who is licensed in the State of Michigan in accordance with MCL 380.1263, MCL 380.1274a, and MCL 388.851, et seq.

4. That the project cost, as specified herein, is based upon estimates made as of the date set forth herein.

5. That each of the energy improvements as set forth herein will have the effect of reducing operating costs the District, as more fully described in the Performance Contract.

6. The project construction is expected to commence on _____, 20___, and is expected to be completed on or before _____, 20___.

IN WITNESS WHEREOF, the foregoing Certificate is subscribed and sworn to this _____ day of _____, 20___.

_____

Subscribed and sworn to before me in _____ County, Michigan, on the _____ day of _____, 20___.

_____
, Notary Public
State of Michigan, County of _____
My commission expires: _____, 20___
Acting in the County of _____