

Proposal

Prepared For:
City of Grand Prairie
Attn: Ray Reidinger

Date: October 1, 2019
Proposal: 2145439
US Communities# 02-10594-16-009
USC 15-JLP-023

Job Name:
Grand Prairie Shotwell Rec Center

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

HVAC EQUIPMENT:



Tag Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop (Qty: 11)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1	1	10 Ton R410A PKGD Unitary Gas	YSC120F4RLA--C0010000000000000000
A3	RTU-3	1	10 Ton R410A PKGD Unitary Gas	YHC120F4RXA--C0B10000B000000000
A4	RTU-4	1	5 Ton R410A PKGD Unitary Gas	YSC060G4RLA--C0010000000000000000
A5	RTU-6	1	8.5 Ton R410A PKGD Unitary Gas	YHC102F4RXA--C0B10000B000000000
A6	RTU-8	1	4 Ton R410A PKGD Unitary Gas	YSC048G4RLA--C0010000000000000000
A7	RTU-9	1	4 Ton R410A PKGD Unitary Gas	YHC048E4RXA--C0B10000B000000000
A8	RTU-10	1	6 Ton R410A PKGD Unitary Gas	YHC072E4RXA--C0B10000B000000000
A9	RTU-11	1	10 Ton R410A PKGD Unitary Gas	YSC120F4RLA--C0010000000000000000
A10	RTU-12	1	5 Ton R410A PKGD Unitary Gas	YSC060G4RLA--C0010000000000000000
A11	RTU-13	1	6 Ton R410A PKGD Unitary Gas	YSC072F4RLA--C0010000000000000000

Product Data - 3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop

All Units

DX cooling, gas heat
Convertible configuration
Major design sequence
460/60/3
Microprocessor controls 3ph
Economizer Dry Bulb 0-100%
Standard condenser coil w/hail guard
Startup
1st year parts and labor warranty

Item: A1, A9 Qty: 2 Tag(s): RTU-1, RTU-11
Standard efficiency

405090
68014
02002303

10 Ton
Low gas heat 3ph

Item: A2, A11 Qty: 2 Tag(s): RTU-2, RTU-13

Standard efficiency
6 Ton Single compressor
Low gas heat 3ph

Item: A3 Qty: 1 Tag(s): RTU-3

High efficiency
10 Ton
Low gas heat stainless steel heat exchanger
Standard panel/2 in pleated filters Merv 8
Dehumidification-hot gas reheat

Item: A4, A10 Qty: 2 Tag(s): RTU-4, RTU-12

Standard efficiency
5 Ton
Low gas heat 3ph

Item: A5 Qty: 1 Tag(s): RTU-6

High efficiency
8.5 Ton
Low gas heat stainless steel heat exchanger
Standard panel/2 in pleated filters Merv 8
Dehumidification-hot gas reheat

Item: A6 Qty: 1 Tag(s): RTU-8

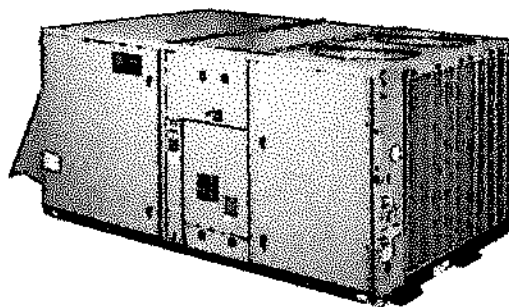
Standard efficiency
4 Ton
Low gas heat 3ph

Item: A7 Qty: 1 Tag(s): RTU-9

High efficiency
4 Ton
Low gas heat stainless steel heat exchanger
Standard panel/2 in pleated filters Merv 8
Dehumidification-hot gas reheat

Item: A8 Qty: 1 Tag(s): RTU-10

High efficiency
6 Ton Single compressor
Low gas heat stainless steel heat exchanger
Standard panel/2 in pleated filters Merv 8
Dehumidification-hot gas reheat



Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
B1	RTU-5	1	18 Ton Packaged Unitary Gas	YHD240G4RVA--D0B10000B00
B2	RTU-7	1	12 Ton Packaged Unitary Gas	YSD150F4RLA--D00100000000

Product Data - Packaged Gas/Electric Rooftop Units**All Units**

Gas/Electric
 Downflow
 460/60/3
 Reliatel
 Economizer Dry Bulb 0-100% with barometric relief
 Standard condenser coil with hail guard
 Startup
 1st year parts and labor warranty

Item: B1 Qty: 1 Tag(s): RTU-5

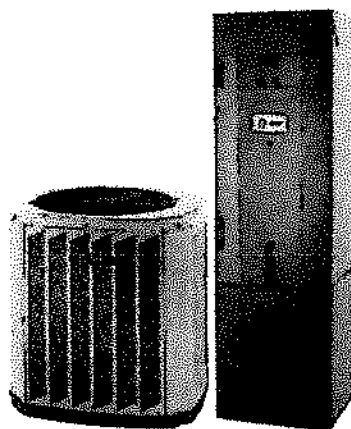
High efficiency
 20 Ton
 Gas Heat - Modulating
 Standard panels/Pleated Filters Merv 8
 Dehumidification-hot gas reheat

Item: B2 Qty: 1 Tag(s): RTU-7

Standard efficiency
 12.5 Ton
 Major design sequence
 Gas Heat - Low

NOT INCLUDED:

- Controls/wiring
- Isolation/insulation
- Disconnects/circuit breakers
- Necessary rigging/installation
- Motor starters/electrical wiring
- Smoke detectors
- Piping specialties/valves
- Additional filters/belts/sheaves
- Filter gauges
- Owner training/maintenance
- Any other item not listed in unit detail

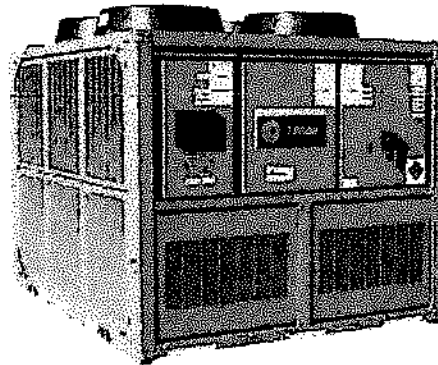
**Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	SSC1-1	1	5 Ton Unitary Split Systems (SSC)	4TTR4060L1-----0-0-00-0000-----0-----0000-----S9 V2C08U5PSA-4TXCC009DS3HC

Product Data - Split System Air Conditioning Units (Small)**Item: A1 Qty: 1 Tag(s): SSC1-1**

Split System Cooling Outdoor Unit
 5 Ton Nominal Cooling Capacity

200 - 230 Volt 1 Phase 60 Hertz
 21" dwnfl/horiz (S9V2)
 80,000 Heating input BTUH
 3-Way (upflow, Horiz Right, Horiz Left)
 5 Ton Capacity
 Permanent split capacitor Two Speed
 Standard 24 Volt
 Major Design Sequence
 Cased upflow/dnflow/horiz left
 21.0"/19.8" cabinet
 60,000 Nominal cooling capacity
 Hi efficiency
 TXV-Non bleed
 Heat pump
 Conv-upflow/dnflow, left airflow coil
 Startup
 1st year parts and labor warranty



Tag Data - Air-Cooled Scroll Chiller(Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	CGAM-1	1	Air-Cooled Chiller	CGAM100F2**2AXD2A1A1A1AXXA1C1A2

Product Data - Air-Cooled Scroll

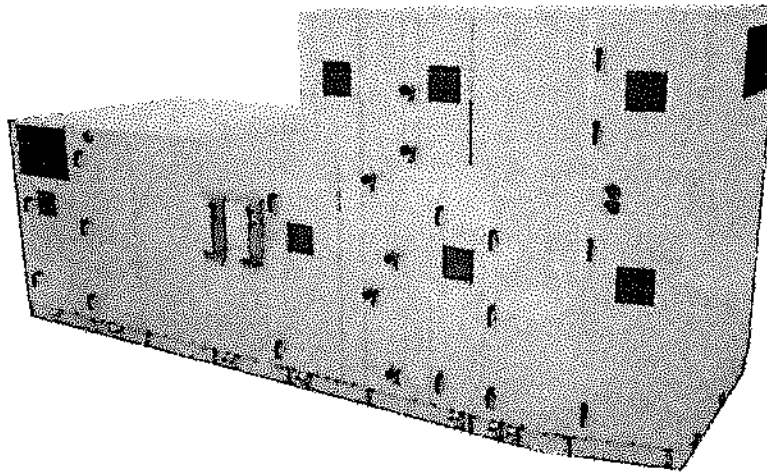
Item: B1 Qty: 1 Tag(s): CGAM-1

- Air-Cooled Scroll Compressed Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 100 nominal tons
- 60 hertz
- 460 volt 3 phases
- High efficiency/performance
- Full factory refrigerant charge (HFC-410A)
- Factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed to US and Canadian safety standard
- ASHRAE 90.1 all versions up to 2010
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Standard cooling temperature range
- Grooved pipe connection
- Factory insulation - all cold parts
- Performance based on water
- High and low ambient head pressure controls
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power

- Circuit breaker
- Enclosure type UL 1995 rated for outdoor applications
- LonTalk Communications interface
- **Factory Mounted Dual high head pumps (100% standby)**
- **Factory Mounted Pump flow control by Variable Speed Drives**
- **Factory Mounted buffer storage tank**
- **Factory pump controls**
- Elastomeric isolators
- Water strainer factory installed
- Super quiet sound package
- Architectural louvered hail guard panels
- 1st year parts and labor warranty
- 1st year refrigerant warranty
- 2nd-5th year compressor parts warranty

CHILLER EXCLUSIONS:

1. Factory performance and sound testing
2. Controls integration
3. Glycol
4. Flow meters and valves
5. Any special Seismic Compliance



Tag Data - Performance Climate Changer (Qty: 3)

Item	Tag(s)	Qty	Description	Model Number
A1	40 T CW AHU	2	Performance Climate Changer	CSAA030UA
A2	12.5T CW AHU	1	Performance Climate Changer	CSAA012UA

Product Data - Performance Climate Changer

Item: A1 Qty: 2 Tag(s): 40 T CW AHU

Unit level options

- Indoor unit
- Unit size 30
- Double wall construction
- 2.5in. integral base frame
- UL listed unit

Controls/VFD

- VFDs with bypass (field installed)
 - Factory end devices wired to a terminal block (DDC Controller by others)
 - Heating coil leaving air temperature

- Cooling coil leaving air temperature
- Freeze protection low temperature cut out
- Filter status switch
- Fan Status switch
- Supply duct static pressure

Warranty

1st year parts and labor warranty

Filter section (Pos #1)

Flat filter configuration

Access Door

2in. filter frame

2in. Pleated media filters (one set)

Coil section (Pos #2)

1 row hot water heating coil

Access section (Pos #3)

Access Door

Coil section (Pos #4)

Vertical coil

6 rows Chilled water Cooling coil

Fan section (Pos #5)

Supply fan

Access Door

Outward swing

Forward Curved housed fan

NEMA premium compliant ODP fan motor

Voltage 460/3

10 hp fan motor

Inverter balance with SGR

Item: A2 Qty: 1 Tag(s): 12.5T CW AHU**Unit level options**

- Indoor unit
- Unit size 30
- Double wall construction
- 2.5in. integral base frame
- UL listed unit

Controls/VFD

- VFDs with bypass (field installed)
- Factory end devices wired to a terminal block (DDC Controller by others)
 - Heating coil leaving air temperature
 - Cooling coil leaving air temperature
 - Freeze protection low temperature cut out
 - Filter status switch
 - Fan Status switch
 - Supply duct static pressure

Warranty

1st year parts and labor warranty

Filter section (Pos #1)

Flat filter configuration

Access Door

2in. filter frame

2in. Pleated media filters (one set)

Coil section (Pos #2)

1 row hot water heating coil

Access section (Pos #3)

Access Door

Coil section (Pos #4)

Vertical coil

6 rows Chilled water Cooling coil

Fan section (Pos #5)

Supply fan

Access Door

Outward swing

Forward Curved housed fan

NEMA premium compliant ODP fan motor

Voltage 460/3

5 hp fan motor

Inverter balance with SGR

AHU EXCLUSIONS:

1. Controls/wiring (except as noted above)
2. Isolation/insulation
3. Disconnects/circuit breakers/Convenience outlets
4. Additional filters/belts/sheaves
5. Smoke detectors
6. Coil Corrosion protection coatings
7. Duct transitioning
8. Thermostats/sensors

Rooftop Equipment Installation Scope:

1. Isolate existing units and lock out, tag out.
2. Recover refrigerant and discard properly.
3. Remove old units and discard properly.
4. Disconnect controls. Reconnection of controls is by others. Wiring will be left accessible for others.
5. Furnish all lifting and rigging services to remove existing units and set new units.
6. Furnish and install thirteen (13) adapter curbs for rooftop units.
7. Furnish and install thirteen (13) rooftop units as listed above.
8. Furnish and install one (1) split-system as noted above.
9. Disconnect and reconnect existing gas lines.
10. Disconnect and reconnect existing condensate lines.
11. Disconnect wiring as required for the removal of (13) existing RTUs.
12. Install new disconnect switches & fuses, and extend existing conduit and wiring as required to connect (13) new RTUs and one (1) split-system.
13. Check operation of new units and perform factory startup of units.
14. 1st year parts and labor Warranty.
15. Provide all required project management and safety oversight for the entire project.

Chiller Installation Scope:

1. Isolate existing units and lock out, tag out.
2. Recover refrigerant and discard properly.
3. Furnish all lifting and rigging services to remove existing condensing units and set new chiller.
4. Remove old units and discard properly, all salvage rights of equipment belong to Trane.
5. Furnish and install new chilled water piping from chiller to new AHUs. This shall include trenching under existing stairs.
6. Insulate and wrap exterior pipe with aluminum jacket and interior pipe with ASJ.
7. Electrical installation as follows:
 - a. Disconnect wiring as required for the removal of (3) condensing units.
 - b. Replace existing panel AC with a new panel that will accept a 250A circuit breaker. Reconnect remaining circuits.
 - c. Install new wiring, in existing conduit, to equipment area.
 - d. Install conduit and wiring as required to connect (1) new CGAM chiller with single point power connection and unit-mounted disconnect switch. (Based on a MCA of 230.5A and MOP of 250A)
 - e. Install conduit and wiring for (2) 120V circuits.
8. Check operation of new units and perform factory startup of units.

9. 1st year parts and labor Warranty.
10. Provide all required project management and safety oversight for the entire project.

AHU Installation Scope:

1. Isolate existing units and lock out, tag out.
2. Furnish all lifting and rigging services to remove existing air handling units and set new units.
3. Remove old units and discard properly, all salvage rights of equipment belong to Trane.
4. Furnish and install new chilled water connections, including valves to units.
5. Disconnect and modify ductwork on units as necessary for supply and return connections.
6. Condensate piping to be disconnected and reconnected.
7. Gas lines to be disconnected and reconnected.
8. Electrical installation as follows:
 - a. Install new disconnect switches & fuses, and extend existing conduit and wiring as required to connect.
9. Check operation of new units and perform factory startup of units.
10. 1st year parts and labor Warranty.
11. Provide all required project management and safety oversight for the entire project.

Clarifications: The project is priced based on changing the rooftop equipment over a weekend. Chilled water piping and electrical would be run in advance of a long weekend change out. We plan to keep one (1) 40 ton split-system in operation while adding the chiller and two chilled water air handlers. After this was complete, the last split-system would be removed and changed out to a chilled water air handler. Coordinate with owner as building needs to be shut down when RTU lift occurs.

Exclusions:

1. Controls work. We will coordinate with controls contractor but control work will be managed through owner.
2. Structural Steel, including engineering, modifications, reinforcement or bracing.
3. Asbestos Abatement and testing.
4. Replacement, repair or patching of undisturbed existing insulation.
5. Painting of any kind.
6. Holiday Pay.
7. Fire Protection and alarm work.

Total Net Price (Excluding Sales Tax)..... \$622,386.00

Trane appreciates the opportunity to be of service to the City of Grand Prairie. If there are any questions concerning this or any other matters, please call.

Sincerely,

Colby White
Account Manager
Trane Commercial HVAC
colby.white@trane.com
972-919-2335

CUSTOMER ACCEPTANCE

Authorized Representative

Title

Acceptance Date

TRANE

Authorized Representative

Title

Signature Date

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - INSTALLATION

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

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that

will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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

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

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

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

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

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

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

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

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided

by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

24. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117.

1-26.251-10(January 31, 2012)
Supersedes 1-26.251-10(October 14, 2011)