



December 23, 2017

Joseph A. Frantz

Deputy Director of Public Works
Environmental Services Department
City of Delray Beach

Bob Diaz

Project Manager II
Public Works Department-Maintenance Division
City of Delray Beach

RE: Public Library Chiller Replacement

USC Contract #15-JLP-023

USC Project #40-124105-17-005

Attention: Joe & Bob

Trane is pleased to offer this proposal to furnish and install (1) new High Efficiency Trane Chiller, Model **CGAM120**, to replace the existing chiller, currently located at the above referenced property. The proposed high efficiency Trane Chiller, is of like size and capacity as the existing chiller. Pricing below for the new Trane Chiller is being offered with a Factory provided integral pump package option. The Factory pump package option includes (2) Armstrong brand vertical pumps, controlled by the chiller in a lead-lag fashion, which is determined by run hours. This design also offers redundancy for the chilled water pumping system, which would detect loss of flow, due to a lead pump failure and start the second pump at that time.

This proposal reflects a comprehensive project and includes; New Trane chiller and equipment, labor, piping, fittings, valves, miscellaneous material, subcontractors, supervision and project management, engineering and drawings, permits and inspections (***Permit fees if any, are not included***). Pricing below also reflects a scheduled and coordinated cooling system shut-down, for the project to be performed. Our pricing and proposal is further defined by the following equipment and installation scope of work.

Trane Equipment Scope:

Tag Data - Air-Cooled Scroll (Quantity: 1)

Item	Tag(s)	Quantity	Description	Model Number
A1	CH-1	1	Air-Cooled Chiller, Scroll Compressors	CGAM120F2

- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 120 nominal tons
- 460 volt 3 phases
- **High efficiency/performance**
- Full factory refrigerant charge (HFC-410A)
- With factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- UL listed / ASHRAE 90.1 2010 compliant / AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Standard cooling (40 to 65F)
- Grooved pipe connection
- **Factory insulation 1.25" - high humidity/low evaporator temperature**
- Performance based on water

- High ambient (up to 125F/up to 52C)
 - **Complete-Coat lanced aluminum fins**
 - Across the line starter/direct on line
 - Single point connection main line unit power-ancillary items require other power
 - **Circuit breaker-high fault rated control panel**
 - Enclosure type UL 1995 rated for outdoor applications
 - Dual high-head pump, pump flow controlled by variable speed drive.
 - With water strainer factory installed
 - Super quiet design
 - BACnet or LON communication for BAS interface – type to be confirmed prior to ordering
 - Elastomeric Isolators (FLD)
 - ***1st year parts and labor warranty entire unit***
 - ***2nd-5th year compressor parts***
-

Project Installation Scope:

Mechanical:

Existing Chiller Demolition

1. During an agreed upon and scheduled project execution window, Trane will shut down and drain the associated chilled water piping, chiller and other components, as necessary to perform the project.
2. Disconnect the chilled water piping, electrical power wiring and connections to the existing chiller and prepare for removal.
3. Prepare the existing canvas awning and the entire roof assembly structure, which currently covers the mechanical enclosure, for removal as required. This work to be performed by a Florida Licensed & Certified General Contractor (***BSA Construction***).
4. Remove the existing Roof Assembly and place in a safe staging area in the parking lot, located on the south side of the library building.
5. Removal and proper disposal of the existing awning, including tube steel framing and canvas material.
6. Removal and proper disposal of the existing chiller, refrigerant, chilled water pumps and any associated material or debris, per current EPA guidelines.

New Chiller Installation

1. Furnish and install new Trane Model CGAM Chiller, as described above in **Trane Equipment Scope**.
2. Furnish labor, rigging, and hoisting facilities, as required to maneuver the new Trane chiller into position on the existing steel support frame, located in the mechanical enclosure.
3. Furnish and install mechanical attachments and secure new chiller into place as required, per the engineered drawings provided and included.
4. Furnish and install new manual, lug type, butterfly isolation valves to serve the new chiller.
5. Furnish labor and material as required to reconnect the existing chilled water supply and return piping to the chilled water connections provided on the new Trane chiller, in schedule 40 steel.
6. Furnish and install new 2" foam-glass insulation and jacketing to match existing, for all new piping, fittings and valves, and where any existing insulation has been removed, damaged, or disturbed.
7. Overtime labor to perform the project over a designated weekend, as required. (***Possibly during a Holiday Weekend***)

8. Set the roof assembly structure back into place and re-install all existing bolts and fasteners as they currently exists today.
9. Furnish and install a new steel awning frame and canvas cover to serve and match the dimensions of the newly installed Trane chiller.
10. Remove and reinstall the existing Fire sprinkler piping and system, within the mechanical enclosure, as required to accommodate the installation project.

Electrical:

1. Intercept existing primary power feeder and extend as required to connections provided on new Trane chiller.
2. Furnish and install new seal tight and wiring, as required to reconnect the existing power wiring circuit, to electrical connections provided on the new Trane chiller.
3. Make all final electrical terminations as required, for proper connection to new Trane chiller.
4. All electrical work is performed by State Licensed & Certified Electrical Contractor

General Project Conditions:

1. Permit acquisition including application and inspections as required are included in our proposal. ***(Permit Fees, if required or imposed by the City of Delray Beach are not included)***
2. Start-up and performance check of the new chiller and associated system components, to be performed by Trane Factory Certified Technician, upon completion of installation.
3. One year installation warranty on new parts, labor and workmanship. ***(See additional Factory provided equipment warranties, described above in Trane Equipment Scope)***
4. Furnish crane and hoisting facilities, as required to remove all existing equipment and set all new equipment into place.
5. Coordinate ship dates of equipment, including receiving and handling of new chiller, storage, and transportation to jobsite.
6. ***Furnish MEP Design Engineering and Drawings, as required for permit purposes.***
7. Project Commencement date to begin upon Engineer's approval and issuance of Permit by City of Delray Beach Building Department.

Project Exclusions & Clarifications:

1. Provisions for temporary cooling of any kind.
2. Chiller plant controls, control components, building automation, integration, or control labor of any kind.
3. ***Architectural Services, Design, and/or Drawings of any kind.***
4. ***Structural Services, Design, Engineering and/or Drawings of any kind.***
5. ASHRAE-15 requirements of any kind.
6. Chemicals or chemical treatment of any kind, for existing chilled water systems.
7. Any fire alarm related controls, piping, wiring, components, smoke detectors, relays, panels, engineering, permits, or associated labor of any kind.
8. New steel support frame for new chiller. ***(Existing support frame is to be reused)***
9. Any electrical upgrades or enhancements to the existing building electrical service, which are not included in the above scope of work.
10. Certified, Independent test and balance.
11. Any building code upgrades or requirements not covered in the above scope.
12. Any changes or additions to the scope of work as described above.

Controls Scope:

TRACER SC WEB ENABLED SYSTEM CONTROLLER

- Time of Day Schedule Control
- AHU Trends capability
- Local & Remote Alarms Set-up
- Web-based mobile access available
- Ethernet Drop at AHU-2 Mechanical Room

CHILLER PLANT AND PUMPS CONTROL, INCLUDING:

- Start/Stop CHW Pump-1 & 2 (Via UCP)
- Start/Stop Chiller 1 (Via UCP)
- CHW Pump 1 & 2 Status Switches
- Chiller 1 Run Status (Via UCP)
- Chiller 1 Alarm Status (Via UCP)
- Chiller 1 Pump Request (Via UCP)
- Chiller 1 CHWS & CHWR Temperature Sensor (Via UCP)
- Chiller 1 % RLA (Via UCP)
- 3% Outside Air RH Sensor w/Temp Sensor
- Chiller Plant Request (From JCI Controller in Chiller Plant)
- DDC BACNet Controller at chiller plant

INTEGRATE EXISTING VAV AIR HANDLER UNIT CONTROLS, TYPICAL FOR 2 (AHU-1 & AHU-2), INCLUDING:

- Supply Fan Start/Stop
- Return Fan Start/Stop
- Exhaust Fan Start/Stop
- Outside Air Damper Actuator
- Supply Fan Status (Exist)
- Return Fan Status (Exist)
- Exhaust Fan Status (Exist)
- Supply Fan VFD Speed Control
- Return Fan VFD Speed Control
- Chilled Water Valve (Existing)
- Return Air Damper Actuator
- Relief Air Damper Actuator
- Supply Air Temperature
- Return Air Temperature
- CO2 Demand Vent Duct Sensor
- Duct Static Pressure Sensor
- Replace DDC BACNet Controller

N2 BRIDGE SYSTEM CONTROLLER INTEGRATION

- Tie-in existing JCI N2 Communication link to new TRANE N2 Bridge
- Integration Labor of 40 existing N2-VAV Boxes to new SC
- Ethernet Drop at AHU-1 Mechanical Room

WIRELESS INFRASTRUCTURE:

- Install a Wireless Communication Interface Network for future VAV Box replacement

LABOR INCLUDING:

- Engineering
- Installation
- Custom color graphic displays, reports and alarm sequences
- Startup & checkout
- Owner training
- One year warranty

PRICE ASSUMES:

- Power Wiring to BCS Controllers by Div.16
- New Chiller will have BACnet Communication Card
- Existing CHW Valves are working properly
- Existing Damper Actuators are working properly
- Standard production & delivery cycles
- All work to be performed during normal working hours

PRICE DOES NOT INCLUDE:

- Smoke control sequences, material or labor
- Any CHW Valve or Mechanical Installation labor
- Any Damper Actuator
- Any High Voltage wiring
- Provision, control and wiring of Fire, Smoke, or combination Fire-Smoke dampers, actuators, and/or end-switches – by Fire Alarm Contractor
- Dampers/damper actuators not integral to the HVAC equipment and/or associated wiring
- Smoke detectors and/or associated smoke detector wiring or firestats and/or freezestats
- Any scope of work not specifically outlined above

EXCLUSIONS/CLARIFICATIONS:

- Power wiring for panels, controllers, and terminal units provided by ESC.
- Excludes provision and or programming of a dedicated front end workstation of any kind. System interface to be achieved through standard internet browser.
- Excludes provisions of any kind to accommodate irregular working hours associated with facility schedule. All work to be performed during regular business hours.
- Excludes overtime or additional labor provisions associated with denial of access to facility or working
- Excludes provisions of any kind to meet special site security restrictions including but not limited to escort services.
- Excludes smoke detectors and installation or integration thereof.
- Excludes furnishing or wiring of fire alarm shutdown of equipment and fire life safety interlocking.
- Excludes furnishing, installing, controlling, or wiring of Fire Alarm System or any associated accessories.
- Excludes furnishing or installing of fire, smoke, and or combination fire/smoke dampers.
- Excludes installation of control dampers, valve bodies, flow sensors, flow meters, wells, or pressure taps.
- Excludes furnishing, installing, or wiring of VFDs and starters for fans.
- Building LAN drops for the BAS system are by ESC.
- Includes engineering, preparing submittal drawings, programming and commissioning of the control system, custom color graphic displays, reports and alarm sequences, owner training.
- Installation based on plenum rated cable. Conduit where required by code only. Excludes special provisions of any kind to accommodate wiring located in inaccessible locations.
- No additional equipment, controllers, or devices will be furnished, installed, wired, controlled, or monitored other than those clearly delineated in this document.
- Excludes commissioning of mechanical equipment and
- Assumes all existing equipment is in working order
- Control dampers and actuators provided by others, except as noted above

Project Pricing:

Price for (1) new Trane Air Cooled Chiller, per above scope of work is.....\$ 289,330.00

Price for optional New Control Scope, as described above.....\$ 55,260.00

If you have any questions concerning this proposal, please do not hesitate to contact me.
We thank you for the opportunity to be of service.

Respectfully,



David Wills
Turnkey Account Manager
LEED Accredited Professional

James DeSousa
Account Manager,
Trane Commercial Systems

This agreement is subject to the attached Trane Terms and Conditions.

Proposal Date: December 23, 2017

Customer Acceptance

Trane

Authorized Representative

Authorized Representative

Title

Title

Acceptance Date

Acceptance Date

CITY OF DELRAY BEACH PUBLIC WORKS DEPARTMENT

Fiscal Impact Analysis

Base Bid Amount: \$ 344,590.00

Contingency (10% of base bid): \$ 34,459.00

NOT-TO-EXCEED: \$ 380,000.00

Is Item Included In Current Budget year? Yes

ACCT.# 337-71-800-571.64-90

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY'S TERMS AND CONDITIONS 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 Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **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. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

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, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

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

17. 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") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required start-up and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY 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 Company 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, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. 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 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.

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

1-26.251-10(0316)

Supersedes 1-26.251-10(0614)