



DATE: January 11, 2018

TO: Brenda J. Billingsley, Director, Purchasing Division

THRU: Claudja Henry, Contract/Grants Administrator, Senior

FROM: Scott Campbell, Director, Facilities Management Division

PROJECT TITLE: Trane Chiller Maintenance and Repair Services

REQUISITION NO. FMD0004254

### SOLE SOURCE/SOLE BRAND REQUEST

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

The Facilities Management Division (FMD) requires a 5 year extended warranty for maintenance, repairs, parts and annual inspections for Trane Original Equipment Manufacturer (OEM) Chiller systems at the Broward County Judicial Center (BCJC) West Building, located at 201 SE 6 Street, Fort Lauderdale, FL 33301.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

#### Only Sole Source/ Uniqueness

- Proprietary Item - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- Technology Improvements - updates or upgrades to an existing system, software, software as a service (SaaS), hardware purchases.
- Engineering Direction - engineering drawing or specification identifies product; "no substitutes or equivalents will be acceptable."
- Only qualified supplier - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- Other/or Additional information - the County requires this sole source, sole brand purchase for the following reasons:

FMD respectfully requests a Sole Source procurement to Trane for a 5 year extended warranty to include maintenance, repairs, parts and annual inspections for Trane Original Equipment Manufacturer (OEM) Chiller systems at the Broward County Judicial Center (BCJC) West Building, located at 201 SE 6 Street, Fort Lauderdale, FL 33301.

The new extended warranty will provide coverage for these critical air conditioning system components until December 31, 2022. It is critical that the new machines and equipment are

maintained and repaired in the manner specified by Trane in the Extended Warranty certificate otherwise it could void the warranty.

This Sole Source request would create a single source of responsibility and eliminate potential delays in repairs or service. Attached is the extended warranty letter from Trane, stating in pertinent part, that all warranty work shall only be performed by Trane Service personnel or as designated by Trane.

Also attached is the Extended Warranty Maintenance Agreement with the annual cost as follows:

Year 1: \$56,856.00

Year 2: \$57,954.00

Year 3: \$64,294.00

Year 4: \$65,540.00

Year 5: \$67,504.00

For a total of \$312,148.00 for the five year service plan.

**Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)**

- Operational Compatibility - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- Ease of Maintenance - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- Follow-On - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- Complies with existing community and safety standards, and/or laws, rules, and regulations.
- Exempted from the Procurement Code - per Section 21.18 of Broward County Administrative Code.
- Other/or additional information - using this sole source, sole brand purchase benefits the County for the following reasons:

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: \$312,148.00      Contract length (if applicable): 5 Years

Expenses to date: None

Has this commodity or service been previously provided to the County?  Yes     No

If yes, when and by whom?

How was item/service procured? N/A

What is the current contract (MA) or purchase order number? N/A

If this is a sole brand, is there an "authorized" dealers list?  Yes     No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the County by not using the preferred vendor or source. Attach additional sheets if needed.

There are no other vendors who can provide extended warranty for maintenance, repairs, parts and annual inspections for Trane OEM Chiller systems and equipment.

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

Barry Allen	<b>BARRY ALLEN</b> <small>Digitally signed by BARRY ALLEN DN: dc=city, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PW, ou=FM, ou=Users, cn=BARRY ALLEN Date: 2018.01.11 15:06:01 -0500</small>	January 11, 2018
REQUESTOR/EVALUATOR (PRINT)	REQUESTOR/EVALUATOR (SIGN)	DATE
Scott Campbell	<b>SCOTT CAMPBELL</b> <small>Digitally signed by SCOTT CAMPBELL DN: dc=city, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=PW, ou=FM, ou=Users, cn=SCOTT CAMPBELL Date: 2018.01.11 16:29:32 -0500</small>	January 11, 2018
DEPT/DIV DIRECTOR OR DESIGNEE (PRINT)	DEPT/DIV DIRECTOR OR DESIGNEE (SIGN)	DATE

The Purchasing Agent has reviewed the request and has completed the required due diligence per the Procurement Code Section(s) 21.34 and 21.35. The Purchasing Agent recommends the following:

Sole Source     Sole Brand     Reasonable Source     RFI attached     Rejected  
 Request Authorization to Negotiate

Additional Information:

Request for Information No. BLD2115834F1 advertised on December 6 and closed on December 11, 2017 to ascertain whether there are multiple vendors in the market that have the ability to provide an extended warranty for maintenance and repairs on existing Trane Original Equipment Manufacturer (OEM) Chillers installed at the Broward County Judicial Center West Building. As a result, two (2) responses were received from Siemens Industry, Inc. (Siemens) and Trane U.S., Inc. (Trane). The Facilities Management Division (FMD) has reviewed the responses and have determined "Siemens cannot provide for the extended warranty on the equipment. The extended warranty is exclusively from the Trane who is the OEM" (Exhibit 1). To add, as per the Optional Extended Warranty certificate provided by Trane for the Trane OEM Chillers (three in total), "All labor applicable to an extended labor warranty must be performed by the Trane-affiliated commercial service representative in your area." (Exhibit 2).

The Purchasing Agent concurs with FMD that this project should be treated as a Sole Source to Trane in order to ensure the Chillers are maintained and repaired in the manner specified by Trane in the Optional Extended Warranty certificate. To add, the Purchasing Agent concurs that the approval of this request would create a single source of responsibility and eliminate potential delays in repairs.

**EXHIBITS:**

- Exhibit 1 - Facilities Management Division Email dated December 12, 2017
- Exhibit 2 - Optional Warranty Certificates
- Exhibit 3 - Trane U.S., Inc. Letter
- Exhibit 4 - Trane Select Service Agreement

Purchasing Agent Signature: **LATOYA T. CLARK**  
Digitally signed by LATOYA T. CLARK  
DN: dc=city, dc=broward, dc=bc,  
ou=Organization, ou=BCC, ou=PU,  
ou=Users, cn=LATOYA T. CLARK  
Date: 2018.01.12 16:43:50 -0500      Date: January 12, 2018

Reviewed by: **CARLA BYRD**  
Digitally signed by CARLA BYRD  
DN: dc=city, dc=broward, dc=bc,  
ou=Organization, ou=BCC, ou=PU,  
ou=Users, cn=CARLA BYRD  
Date: 2018.01.11 17:46:38 -0500

**APPROVAL AUTHORITY**  
REASON/SUGGESTED ACTION (IF DISAPPROVED):



Signature: **GLENN  
MARCOS**

Digitally signed by GLENN MARCOS  
DN: dc=city, do=broward, dc=bc,  
ou=Organization, ou=BCC, ou=ETS,  
ou=ERP, ou=Users, cn=GLENN  
MARCOS  
Date: 2018.01.24 09:39:44 -05'00'

Date: January 24, 2018

\*Approved- Need to cite to a specific CPI Index. Insert language, increases will be based on the specific CPI Index or 3%, whichever is lower. Furthermore, need to have a breakdown of their mechanical straight time and over time labor rate and BAS straight time and overtime labor rate (i.e. raw hourly salary, overhead, fringe, and profit). The labor rates provided are fully loaded rates. Per the US Labor Bureau of Statistics, we need to keep the labor rate consistent with the average cost. See link:

<https://www.bls.gov/oes/current/oes474021.htm>

<https://www.bls.gov/ooh/construction-and-extraction/elevator-installers-and-repairers.htm>

**Bid Tabulation Packet  
for  
Solicitation BLD2115834F1**

**Request for Information: Trane - BCJC Extended  
Warranty**

**Bid Designation: Public**





**Broward County Board of County Commissioners**

### Bid #BLD2115834F1 - Request for Information: Trane - BCJC Extended Warranty

Creation Date **Nov 28, 2017** End Date **Dec 11, 2017 5:00:00 PM EST**  
 Start Date **Dec 6, 2017 5:18:35 PM EST** Awarded Date **Not Yet Awarded**

BLD2115834F1--01-01 Prices are not requested for this item.					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Siemens Industry, Inc	First Offer -	1 / n/a			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
Trane	First Offer -	1 / n/a			
<b>Product Code:</b>		<b>Supplier Product Code:</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>			
As the Original Equipment Manufacturer - Trane - we can provide this service with our local factory trained technicians and factory service tools.					

#### Supplier Totals

f	Siemens Industry, Inc				\$0.00
	Bid Contact <b>Joe Summerlin</b>	Address <b>3021 N Commerce Parkway</b>			
	<b>joesummerlin@siemens.com</b>	<b>Miramar, FL 33025</b>			
	<b>Ph 954-914-1179</b>				
	Bid Notes <b>Siemens Industry, Inc. is capable of providing preventative and repair services on all Trane mechanical equipment. Siemens employs OEM trained personnel in order to provide this service for our customers.</b>				
	<b>Agency Notes:</b>	<b>Supplier Notes:</b>			<b>Head Attach:</b>
		Siemens Industry, Inc. is capable of providing preventative and repair services on all Trane mechanical equipment. Siemens employs OEM trained personnel in order to provide this service for our customers.			
f	Trane				\$0.00
	Bid Contact <b>Manuel Vargas</b>	Address <b>Miramar, FL 33025</b>			
	<b>manny.f.vargas@gmail.com</b>				
	<b>Ph 954-499-6900</b>				
	<b>Agency Notes:</b>	<b>Supplier Notes:</b>			<b>Head Attach:</b>
					

\*\*

## Siemens Industry, Inc

Bid Contact **Joe Summerlin**  
**joesummerlin@siemens.com**  
**Ph 954-914-1179**

Address **3021 N Commerce Parkway**  
**Miramar, FL 33025**

Bid Notes **Siemens Industry, Inc. is capable of providing preventative and repair services on all Trane mechanical equipment. Siemens employs OEM trained personnel in order to provide this service for our customers.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
BLD2115834F1--01-01	Prices are not requested for this item.	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / n/a		
					Supplier Total	\$0.00



**Trane**

Bid Contact **Manuel Vargas**  
**manny.f.vargas@gmail.com**  
**Ph 954-499-6900**

Address **Miramar, FL 33025**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
BLD2115834F1-01-01	Prices are not requested for this item.	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> As the Original Equipment Manufacturer - Trane - we can provide this service with our local factory trained technicians and factory service tools.	<b>First Offer -</b>	1 / n/a	
<b>Supplier Total</b>					<b>\$0.00</b>

## Clark, Latoya

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**From:** Allen, Barry  
**Sent:** Tuesday, December 12, 2017 1:26 PM  
**To:** Mitchell, Ian; Clark, Latoya  
**Cc:** Henry, Claudja; Byrd, Carla; Allen, Barry  
**Subject:** RE: Review for RFI No. BLD2115834F1, Trane – BCJC Extended Warranty  
**Attachments:** EW\_H4E986A.PDF; EW\_H4E986B.PDF; EW\_H4E986C.PDF

As per the attached Optional Extended Warranty certificate “All labor applicable to an extended labor warranty must be performed by the Trane-affiliated commercial service representative in your area”.

As Ian stated, “The extended warranty is exclusively from the Trane who is the OEM.”

I concur.



Barry D. Allen. LEED AP  
Chief, Energy and Building Automation  
Facilities Management Division  
115 S. Andrews Avenue., Room 501, Ft. Lauderdale, FL 33301  
Office # 954-357-6222 Cell # 954-495-1337  
[bdallen@broward.org](mailto:bdallen@broward.org)

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**From:** Mitchell, Ian  
**Sent:** Tuesday, December 12, 2017 12:00 PM  
**To:** Clark, Latoya  
**Cc:** Henry, Claudja ; Byrd, Carla ; Allen, Barry  
**Subject:** RE: Review for RFI No. BLD2115834F1, Trane – BCJC Extended Warranty

Hi Latoya,

In response to the RFI from Siemens;

We acknowledge Siemens Industry, Inc.’s claim to be able to provide service. However, this RFI is for maintenance services related to an Extended Warranty. Siemens cannot provide for the extended warranty on the equipment. The extended warranty is exclusively from the Trane who is the OEM.

Barry: please confirm my statement or provide additional comments.

Latoya, Please contact me if you need any further clarifications.

Thanks



Ian Mitchell  
Project Administrator  
Facilities Management Division  
954 357 5675

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**From:** Clark, Latoya  
**Sent:** Monday, December 11, 2017 5:36 PM  
**To:** Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Byrd, Carla <[CBYRD@broward.org](mailto:CBYRD@broward.org)>  
**Subject:** Review for RFI No. BLD2115834F1, Trane – BCJC Extended Warranty  
**Importance:** High

Good afternoon,

Attached, for your review, is the tabulation packet for RFI No. BLD2115834F1, Trane – BCJC Extended Warranty. Please review and provide a response by noon, Tuesday, December 12, 2017. If additional information is needed for the review of the RFI, please advise. Since time is of the essence, please give me a call at ext. 6009 to ensure I receive your request immediately.

Best regards,



Latoya Clark, Purchasing Agent  
Broward County Purchasing Division  
115 South Andrews Avenue, Room 212 , Fort Lauderdale, FL 33301  
Ph: 954-357-6009  
[www.broward.org/purchasing](http://www.broward.org/purchasing)

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**From:** Byrd, Carla  
**Sent:** Monday, December 11, 2017 4:27 PM  
**To:** Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>; Billingsley, Brenda <[BBILLINGSLEY@broward.org](mailto:BBILLINGSLEY@broward.org)>; Campbell, Scott <[SCAMPBELL@broward.org](mailto:SCAMPBELL@broward.org)>; Marcos, Glenn <[GMARCOS@broward.org](mailto:GMARCOS@broward.org)>; Clark, Latoya <[LCLARK@broward.org](mailto:LCLARK@broward.org)>  
**Subject:** Follow Up: Priority Projects: Otis Elevator & Trane Extended Warranty  
**Importance:** High

Hi Ian,  
Please allow this to serve as a follow-up to the timeline as referenced in my email below. RFI deadlines for the above-referenced projects are today. Purchasing looks forward to receiving FMDs review/response by noon tomorrow, Tuesday, December 11, 2017. Once Purchasing receives FMD's review/response by noon tomorrow, then, Purchasing

will continue with the next step referenced in my email below. Because Purchasing realizes time is of the essence, thank you in advance for your timely and proper response.



**Carla R. Byrd, JD, MBA, CPPO, CPPB**  
Purchasing Manager  
Broward County Purchasing Division  
115 South Andrews Avenue, Suite A460  
Fort Lauderdale, FL 33301  
Office: 954-357-6288

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**From:** Byrd, Carla  
**Sent:** Wednesday, December 06, 2017 8:08 PM  
**To:** Marcos, Glenn <[GMARCOS@broward.org](mailto:GMARCOS@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>; Billingsley, Brenda <[BBILLINGSLEY@broward.org](mailto:BBILLINGSLEY@broward.org)>; Campbell, Scott <[SCAMPBELL@broward.org](mailto:SCAMPBELL@broward.org)>; Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Subject:** RE: Priority Projects: Otis Elevator & Trane Extended Warranty

Hi Glenn,  
We received written confirmation for the expiration date. Please see attached.

Thank you,



**Carla R. Byrd, JD, MBA, CPPO, CPPB**  
Purchasing Manager  
Broward County Purchasing Division  
115 South Andrews Avenue, Suite A460  
Fort Lauderdale, FL 33301  
Office: 954-357-6288

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**From:** Marcos, Glenn  
**Sent:** Wednesday, December 06, 2017 7:56 PM  
**To:** Byrd, Carla <[CBYRD@broward.org](mailto:CBYRD@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>; Billingsley, Brenda <[BBILLINGSLEY@broward.org](mailto:BBILLINGSLEY@broward.org)>; Campbell, Scott <[SCAMPBELL@broward.org](mailto:SCAMPBELL@broward.org)>; Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Subject:** RE: Priority Projects: Otis Elevator & Trane Extended Warranty

Carla:

We need to know when the warranty expired on the elevator and chiller to make certain that we are not paying for a time period that should be covered by the warranty.

Respectfully,

*Glenn Marcos*



Glenn Marcos, CPPO, CPPB, FCPM, FCPA  
Assistant Purchasing Director  
Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301  
Phone: 954-357-6072  
Fax: 954-357-8535  
Email: [gmarcos@broward.org](mailto:gmarcos@broward.org)  
Website: [www.broward.org/purchasing](http://www.broward.org/purchasing)

**PURCHASING:** *Customer Care is my priority. How am I doing? Please contact my Director, Brenda Billingsley, at [BBillingsley@broward.org](mailto:BBillingsley@broward.org) with feedback.*

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**From:** Byrd, Carla  
**Sent:** Wednesday, December 06, 2017 7:47 PM  
**To:** Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>; Billingsley, Brenda <[BBILLINGSLEY@broward.org](mailto:BBILLINGSLEY@broward.org)>; Campbell, Scott <[SCAMPBELL@broward.org](mailto:SCAMPBELL@broward.org)>; Marcos, Glenn <[GMARCOS@broward.org](mailto:GMARCOS@broward.org)>  
**Subject:** RE: Priority Projects: Otis Elevator & Trane Extended Warranty  
**Importance:** High

Hi Ian,

To update, the RFIs for Otis Elevators and Trane were posted today with a due date of Monday 12/11/17. Depending on the outcome of this event will determine the next step. In the event there are no responses to assess, the order of operation to meet the expiration deadline as tasked is as follows:

- Sole source documents will be needed, reviewed and approved.
- Posting of the sole source solicitation document will be prepared to send to you and your team Tuesday morning for review and approval. NOTE: Please make sure that you and your team are readily available first thing Tuesday morning.
- Purchasing will need to receive your response no later than Tuesday noon.
- The approved sole source solicitation document will be posted into BidSync Tuesday afternoon.
- Turnaround time for your review of the response to the sole source posting in BidSync will need to be expeditious (timeline for turnaround contingent upon receipt of vendor's response in BidSync) NOTE: Emails from Purchasing will be forthcoming during the process since my staff and I have been tasked with providing all documents for her review and approval prior to Friday, December 15.

As a point of clarity, please send a confirmation email with the estimated dollar amounts for the Otis Elevators' Service procurement and the Trane Extended Warranty procurement so that we are clear on the delegated authority for these procurements.

Thank you in advance for your cooperation.



**Carla R. Byrd, JD, MBA, CPPO, CPPB**  
Purchasing Manager  
Broward County Purchasing Division  
115 South Andrews Avenue, Suite A460  
Fort Lauderdale, FL 33301  
Office: 954-357-6288

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**From:** Byrd, Carla  
**Sent:** Tuesday, December 05, 2017 8:53 PM  
**To:** Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>; Billingsley, Brenda <[BBILLINGSLEY@broward.org](mailto:BBILLINGSLEY@broward.org)>; Campbell, Scott <[SCAMPBELL@broward.org](mailto:SCAMPBELL@broward.org)>; Hammond, Steve <[SHAMMOND@broward.org](mailto:SHAMMOND@broward.org)>; Marcos, Glenn <[GMARCOS@broward.org](mailto:GMARCOS@broward.org)>  
**Subject:** Priority Projects: Otis Elevator & Trane Extended Warranty  
**Importance:** High

Hi Ian,

As a follow-up to our conversation and previous emails, please advise ASAP when the above-referenced services expire. Due to these services being for the new courthouse, there are no previous contracts in place to provide me the expiration dates of which I could review. So, Purchasing staff didn't receive any notices of expiration dates. I am copying Steve and Scott because I called them toward the end of the day since I know these are priorities. Once I receive this information, Brenda has tasked staff with providing her a project timeline to complete these projects in a timely and proper manner.

In addition as an update, the RFIs are ready to be released for tomorrow; but I need to make sure I receive the expiration dates to know our project timelines.

Thank you,



**Carla R. Byrd, JD, MBA, CPPO, CPPB**  
Purchasing Manager  
Broward County Purchasing Division  
115 South Andrews Avenue, Suite A460  
Fort Lauderdale, FL 33301

Office: 954-357-6288

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**From:** Byrd, Carla  
**Sent:** Tuesday, December 05, 2017 10:07 AM  
**To:** Mitchell, Ian <[IMITCHELL@broward.org](mailto:IMITCHELL@broward.org)>  
**Cc:** Henry, Claudja <[CHENRY@broward.org](mailto:CHENRY@broward.org)>; Plunkett, Randall <[RPLUNKETT@broward.org](mailto:RPLUNKETT@broward.org)>  
**Subject:** FMD Priority Projects: Otis Elevator & Trane Extended Warranty  
**Importance:** High

Good morning,

As discussed on Friday, Purchasing realizes the urgency of the above-referenced procurements. As is the customary practice when the sole source/most reasonable source is submitted, Purchasing exercises its due diligence by first soliciting the RFI. The respective PAs assigned to these priorities are focusing on this solicitation phase for completion very soon.

If there are any other additional facts of which we need to know, please let me know as soon as possible because time is of the essence.

Thank you,



**Carla R. Byrd, CPPO, CPPB**  
Purchasing Manager  
Broward County Purchasing Division  
115 South Andrews Avenue, Suite A460  
Fort Lauderdale, FL 33301  
Office: 954-357-6288

**Optional Extended Warranty**



**TRANE**

Trane  
3600 Pammel Creek Road  
La Crosse, WI 54601-7599

Date: 12/5/2016

Sold To:

NAGELBUSH MECHANICAL INC  
1800 NW 49TH STREET SUITE 110  
FORT LAUDERDALE, FL  
33309-

Trane Sales Order Number: **H4E986A**  
Customer Order Number: 300110-0031  
Job Name: BROWARD COUNTY COURTHOUSE

The subject Trane product(s) are covered by a warranty as described in the terms and conditions of the sale between Trane and the Customer ("Original Warranty"). In addition, one or more extended warranties has/have been purchased, the terms and conditions of which are described below ("Extended Limited Warranty"). In all cases, maintenance procedures are required in accordance with Trane literature and instructions with records of said maintenance to be made available to Trane upon request. **For warranty service, contact the Trane service representative in your area.**

**Trane Optional Extended Limited Warranty**

**NOTE: A complete copy of the terms and conditions of the Extended Limited Warranty referenced below may be obtained at [www.Trane.com](http://www.Trane.com) or by calling 1-877-788-7263. This document contains only a summary of the Extended Limited Warranty.**

This Extended Limited Warranty shall not apply to any equipment that has been repaired or altered in such manner that, in the judgment of Trane, affects its stability or reliability. Nor does it cover corrosion, erosion, deterioration or damage due to accident, abuse, external causes, or freezing. This warranty is conditioned upon the equipment operating under normal use and service. A written notice of material considered defective under this warranty shall be given to Trane. No liability whatever shall attach to Trane until said products and extended warranty have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

**All labor applicable to an extended labor warranty must be performed by the Trane-affiliated commercial service representative in your area.** Warranty labor, when purchased, is furnished during normal working hours only and excludes, among other things, unusual equipment access problems and crane charges.

**THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR TRADE.**

**IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.** This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should Trane nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

**The following Extended Limited Warranty/Warranties are provided to Customer and shall commence upon expiration of the Original Warranty.** These warranties will remain in force providing the original equipment is at all times located in the U.S. or Canada. Additionally, if the equipment is moved from its original installed location, these warranties will be void.

Equipment Model Number	Serial Number	Warranty Description
CVHF077FE4	L14A00019	12/24 delayed start up warranty
CVHF077FE4	L14A00019	1st year whole unit - labor only
CVHF077FE4	L14A00019	2nd-10th year refrigerant loss
CVHF077FE4	L14A00019	2nd-10th year whole unit - labor only
CVHF077FE4	L14A00019	2nd-10th yr whole unit warranty - parts only



**Optional Extended Warranty**



**TRANE**

Trane  
3600 Pammel Creek Road  
La Crosse, WI 54601-7599

Date: 12/5/2016

Sold To:

**NAGELBUSH MECHANICAL INC**  
1800 NW 49TH STREET SUITE 110  
FORT LAUDERDALE, FL  
33309-

Trane Sales Order  
Number:

**H4E986B**

Customer Order  
Number:

300110-0031

Job Name:

BROWARD COUNTY  
COURTHOUSE

The subject Trane product(s) are covered by a warranty as described in the terms and conditions of the sale between Trane and the Customer ("Original Warranty"). In addition, one or more extended warranties has/have been purchased, the terms and conditions of which are described below ("Extended Limited Warranty"). In all cases, maintenance procedures are required in accordance with Trane literature and instructions with records of said maintenance to be made available to Trane upon request. **For warranty service, contact the Trane service representative in your area.**

**Trane Optional Extended Limited Warranty**

**NOTE: A complete copy of the terms and conditions of the Extended Limited Warranty referenced below may be obtained at [www.Trane.com](http://www.Trane.com) or by calling 1-877-788-7263. This document contains only a summary of the Extended Limited Warranty.**

This Extended Limited Warranty shall not apply to any equipment that has been repaired or altered in such manner that, in the judgment of Trane, affects its stability or reliability. Nor does it cover corrosion, erosion, deterioration or damage due to accident, abuse, external causes, or freezing. This warranty is conditioned upon the equipment operating under normal use and service. A written notice of material considered defective under this warranty shall be given to Trane. No liability whatever shall attach to Trane until said products and extended warranty have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

**All labor applicable to an extended labor warranty must be performed by the Trane-affiliated commercial service representative in your area.** Warranty labor, when purchased, is furnished during normal working hours only and excludes, among other things, unusual equipment access problems and crane charges.

**THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR TRADE.**

**IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.** This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should Trane nevertheless be found liable for any damages, they shall be limited to the purchase price of the equipment.

**The following Extended Limited Warranty/Warranties are provided to Customer and shall commence upon expiration of the Original Warranty.** These warranties will remain in force providing the original equipment is at all times located in the U.S. or Canada. Additionally, if the equipment is moved from its original installed location, these warranties will be void.

Equipment Model Number	Serial Number	Warranty Description
CVHF077FE4	L14A00034	12/24 delayed start up warranty
CVHF077FE4	L14A00034	1st year whole unit - labor only
CVHF077FE4	L14A00034	2nd-10th year refrigerant loss
CVHF077FE4	L14A00034	2nd-10th year whole unit - labor only
CVHF077FE4	L14A00034	2nd-10th yr whole unit warranty - parts only

**Optional Extended Warranty**



**TRANE**

Trane  
3600 Pammel Creek Road  
La Crosse, WI 54601-7599

Date: 12/5/2016

Sold To:

NAGELBUSH MECHANICAL INC  
1800 NW 49TH STREET SUITE 110  
FORT LAUDERDALE, FL  
33309-

Trane Sales Order  
Number:

H4E986C

Customer Order  
Number:

300110-0031

Job Name:

BROWARD COUNTY  
COURTHOUSE

The subject Trane product(s) are covered by a warranty as described in the terms and conditions of the sale between Trane and the Customer ("Original Warranty"). In addition, one or more extended warranties has/have been purchased, the terms and conditions of which are described below ("Extended Limited Warranty"). In all cases, maintenance procedures are required in accordance with Trane literature and instructions with records of said maintenance to be made available to Trane upon request. **For warranty service, contact the Trane service representative in your area.**

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**The following Extended Limited Warranty/Warranties are provided to Customer and shall commence upon expiration of the Original Warranty.** These warranties will remain in force providing the original equipment is at all times located in the U.S. or Canada. Additionally, if the equipment is moved from its original installed location, these warranties will be void.

Equipment Model Number	Serial Number	Warranty Description
CVHF077FE4	L14A00050	12/24 delayed start up warranty
CVHF077FE4	L14A00050	1st year whole unit - labor only
CVHF077FE4	L14A00050	2nd-10th year refrigerant loss
CVHF077FE4	L14A00050	2nd-10th year whole unit - labor only
CVHF077FE4	L14A00050	2nd-10th yr whole unit warranty - parts only



Trane  
2884 Corporate Way  
Miramar, FL 33025  
Phone: (954) 499-6900  
Fax: (954) 499-6901

November 10, 2017

Barry Allen  
Broward County Board of County Com  
115 South Andrews Avenue Room 203  
FORT LAUDERDALE, FL 33301

Dear Barry,

Trane has a long standing relationship with Broward County. The historical data allows us to adapt to the specific needs of your systems. This history indicates the inherent need of experienced OEM service technicians to maintain the proper operational status and required maintenance for your Trane Chillers.

Trane field techs receive up-to-date training through Trane Engineering Bulletins and factory taught OEM seminars. This training is proprietary to our Trane Factory service technicians. Below, are specific bullet points based on our most recent conversation.

- **Trane Existing Warranty-** There is an existing extended warranty which includes factory inspections by our team every year during the extended warranty period. With Trane also servicing the chillers you will have no issues with warranty claims and we will ensure that the warranty is utilized to its fullest extent to protect your assets.
- **Factory Parts-** Our factory parts department link directly to our service organization for quick access and response to repairs.
- **Priority Response –** as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- **Advanced Diagnostics –** Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- **Trane OEM Service Delivery –** ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- **Dedicated Trane Service Team –** a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.
- **Assigned Service Team -** Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.
- **Automated Scheduling System -** Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.
- **Chiller Equipment Monitoring Capability –** Trane has the capability to monitor and determine repairs needed before a site visit where our Trane Summit Control systems are installed. The monitoring system is proprietary to Trane as well as the existing control systems.

By utilizing Trane the Manufacturer you have one point of contact for, new Trane equipment, service of the equipment and Trane OEM parts all of which is proprietary. This equates to the closest most immediate service possible. No other manufactures can provide this extensive service.

Please contact me for further clarification.

Sincerely

Manny Vargas, C.E.M.  
Broward Team Leader  
**Trane**



# Trane Select Service Agreement

**SERVICE PROPOSAL FOR:**

**Broward County**

115 South Andrews Avenue Room 203  
FORT LAUDERDALE, FL 33301 U.S.A.

**Barry Allen**

Chief of Energy and Building Automation

**SITE ADDRESS:**

Broward County Courthouse  
201 SE 6 Street Room 275  
FORT LAUDERDALE, FL 33301  
United States

**LOCAL TRANE OFFICE:**

Trane U.S. Inc.  
2884 Corporate Way  
MIRAMAR, FL 33025

**LOCAL TRANE REPRESENTATIVE:**

Manny Vargas  
Cell: (786) 423-4256  
Office: (305) 592-0672

**PROPOSAL ID / AGREEMENT NUMBER:**

2192779 /

**DATE:**

January 04, 2018





TRANE SELECT SERVICE AGREEMENT

## Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.





TRANE SELECT SERVICE AGREEMENT

# Added Value

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



**Research has shown that regular maintenance can:**

Cut unexpected breakdowns by .....	70-75%*
Reduce downtime by .....	35-45%*
Lower equipment repairs and maintenance costs by .....	25-30%*
Reduce energy consumption by .....	5-20%*

\* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

## Dependability and Consistency

**Assigned Service Team** - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

**Priority Response** - Broward County Board of County Com will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

**Automated Scheduling System** - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

## Superior Service Delivery

**Trane's OEM Service Delivery Process** ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments





## Superior Service Delivery (continued)

**Service Work Flow** - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

**Trane's proprietary program is unequalled in the industry.**

## Knowledge Transfer

**Documentation** - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

**Operational System Optimization** - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

**Training for Facility Staff** - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.



## Health and Safety

**Safety Management Program** - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

**Personal Safety** - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

**Drug-Free Workplace** - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



## Environmental Management

**Refrigerant Policy** - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

**Refrigerant Management Program** - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

**Oil Disposal** - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

## Trane Intelligent Services

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. There are many TIS offers that serve a range of needs: Alarm Notification, Building Performance, Energy Performance, Energy Assessment and Active Monitoring. These may be customized to meet your unique requirements.





The Contract Administrator or its designee may solicit proposals for services and repairs not covered under this Trane Select Service Agreement, Scope of Services – Standard Inclusions as outlined on pages 2 - 5, through Optional Services as follows

## **Optional Services**

### **Transition Services**

The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to Customer, to the extent applicable) without any unnecessary interruption or adverse impact on Customer operations (“Disentanglement”) is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of Customer, Provider shall provide prompt, good faith, and reasonable assistance to Customer in disentangling Customer data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

### **Upgrade, Enhancements, Services, or System Expansion**

Customer may acquire any additional enhancements, upgrades, services, or expansion to the chiller plant related equipment or chiller plant related software, as Customer may deem appropriate, including without limitation replacement of any Covered Equipment or Covered Software not covered by the agreement. This may include, but is not limited to, cooling tower water treatment, eddy current test, etc.

### **Additional Equipment, Equipment Replacement or Services**

Customer may acquire any such additional or replacement chiller plant related equipment or chiller plant related software as County deems necessary, which Provider shall provide to County at a discount of 50% off Trane list price for equipment/material not covered by the agreement.

### **Training**

Additional training as requested by County, at a location designated by County by Provider’s trainer(s). The training shall be scheduled with the approval of County Contract Administrator. Each annual training shall not exceed 4 hours and train at least 2 students, up to a maximum of 8 students (students to be identified by County Contract Administrator).



## Labor Rates

### **Current Labor Rates for Work Described Above or Any Work Outside of the Contract**

#### **2018 DISCOUNTED Labor Rates:**

**Mechanical Straight Time Labor Rate: \$135 / hour**

**Mechanical Over Time Labor Rate: \$185 / hour**

**BAS Straight Time Labor Rate: \$140/ hour**

**BAS Overtime Labor Rate: \$190 / hour**

**Each year rate will be adjusted based on the CPI Index and will not exceed 3% increase year over year.**

## Definitions

**Straight Time:** Monday through Friday 7am to 4pm

**Overtime:** Monday through Friday 4:01pm to 6:59am, All Hours Saturday and Sunday

**Emergency:** An emergency situation is one that there is an HVAC equipment failure which has an immediate impact on business operations or the well-being and safety of occupants. Emergencies will receive quick attention and assistance, but wait times and responsiveness may vary due to other emergencies and life-threatening situations that are occurring simultaneously at other locations that are considered higher risk emergencies. Trane prioritizes the well-being and safety of building occupants over business operations, but will do everything in its power to be swift in responsiveness and action for all emergency situations.



# The Agreement

## TRANE SELECT SERVICE AGREEMENT

**SERVICE PROPOSAL FOR:**

**Broward County**

115 South Andrews Avenue Room 203  
FORT LAUDERDALE, FL 33301 U.S.A.

**Barry Allen**

Chief of Energy and Building Automation

**SITE ADDRESS:**

Broward County Courthouse  
201 SE 6 Street Room 275  
FORT LAUDERDALE, FL 33301  
United States

**LOCAL TRANE OFFICE:**

Trane U.S. Inc.  
2884 Corporate Way  
MIRAMAR, FL 33025

**LOCAL TRANE REPRESENTATIVE:**

Manny Vargas  
Cell: (786) 423-4256  
Office: (305) 592-0672

**PROPOSAL ID / AGREEMENT NUMBER:**

2192779 /

**DATE:**

January 04, 2018

**CONTACT TELEPHONE NUMBER FOR SERVICE:**

(954) 499-6900





## TRANE SELECT SERVICE AGREEMENT

# Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

### Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

### Refrigerant Management

This scope includes:

- Refrigerant Replacement at 100% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

### Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

### Specified System Repair Coverage

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





## Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

## Obtaining Service

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

As a priority service agreement – Trane South Florida will respond to Broward Courthouse with an ETA within one hour and be on site within two hours for any emergency service calls or any emergency service needed.

## Monthly Service Delivery Report (SDR)

The Service Delivery Report (SDR) will be comprised of the Covered Equipment list, contractor manufacturer and part numbers, in-service date, location and Preventive and Preventative Service Schedule for a 12 month period with the additions of the following columns

- Contractor and County Work Order number
- Scheduled services and completed services
- This is to be tracked on an Excel spreadsheet and submitted to contract administrator or designee monthly. The work orders for Preventive and Predictive Services from the County will be auto generated and incorporated into the Service Delivery Report. If scheduled work is not completed, and previous arrangements have not been made with Contract administrator, payment could be withheld. Example of SDR can be provided.



The following is an overview of the scope of Trane’s services to be performed on Covered Equipment. Items marked are included in this agreement.

Services Included	Cooling Season Service
X	Annual Maintenance Inspection (1) on all equipment listed.
X	Annual Leak Check Repair and Replenish Refrigerant
X	Operating Inspections Qty (3) on Chillers, Pumps & Towers
X	Monthly Water Treatment of Open and Closed Chilled Water Loops (Existing NALCO equipment to remain)

Services Included	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
X	Emergency Repair Parts and Materials
X	Emergency Repair Labor: Repairs will be performed on covered equipment during Trane regular business hours
X	Overtime Repair Labor for Emergency Failures (outside Trane regular business hours).
X	Refrigerant Replacement 100% of Charge per year
X	Refrigerant Usage Reporting



Services Included	Additional Services
X	Condenser Tube Brushing once per year
X	Condenser Head (one end) removed by Trane and Visual Tube Inspection once per year as part of Tube Brushing service listed above.
X	Evaporator Tube Brushing once in year four. One time total
X	Evaporator Head (one end) removed by Trane and Visual Tube Inspection once in year four as part of Tube Brushing service listed above
X	Cooling Tower Cleaning once per year
	Evaporator Coil Cleaning once per year on Air Handlers
X	Starter Maintenance on 480 Volt or less, starters only; where applicable
	Air Filter Changes as required up to Qty ( ) changes per year
	Air Filters supplied by Trane during maintenance inspections (HEPA Filters not included)
	Drive Belts supplied by Trane once per year
X	Oil Analysis on Chillers – Trending oil analysis provides insight into potential system problems

**Specific exclusions and clarifications of scope under this agreement:**

- Recommended milestone services including 10 Year Overhaul or 10 year/40,000 hour R'Newal Services are not included. Repairs resulting from deferment of these services are not covered
- Repairs due to natural decay which is beyond what is prevented or preventable by normal maintenance
- Maintenance or repair of non-maintainable items (i.e. Piping, valves, insulation)
- Power wiring, disconnect switches and circuit breakers
- Crane or special rigging service required for repairs
- Repairs resulting from acts of god or improper operation (hurricanes, lightning etc)
- Maintenance or repair of associated controls devices or controllers not specifically listed in covered equipment



TRANE SELECT SERVICE AGREEMENT

# Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

## Broward County Courthouse

The following "Covered Equipment" will be serviced at Broward County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number
Centrifugal Chiller	1	Trane	CVHF077FE4	L14A00019
Centrifugal Chiller	1	Trane	CVHF077FE4	L14A00034
Centrifugal Chiller	1	Trane	CVHF077FE4	L14A00050
All End Devices connected to Adapt iView Panel on Chillers including DP Switches				

Description	Quantity Per Term
Centrifugal Annual Inspection (Service 2)	1
Centrifugal Operational Quarterly Inspection (Service 3)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
Mechanical-Draft Towers	1	Baltimore Aircoil	3552C-2	U146970304-01-01
Mechanical-Draft Towers	1	Baltimore Aircoil	3552C-2	U146970304-02-01
Mechanical-Draft Towers	1	Baltimore Aircoil	3552C-2	U146970304-03-01

Description	Quantity Per Term
Annual Mechanical-Draft Cooling Tower Inspect and Clean (Service 1)	1
Quarterly Mechanical-Draft Cooling Tower (Service 6)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number
Horizontal Pumps	6	Bell and Gossett	075180T3E5	21-1 4305763

Description	Quantity Per Term
Horizontal Pumps - Annual (Service 4)	1
Horizontal Pumps - Run Inspection (Service 5)	3

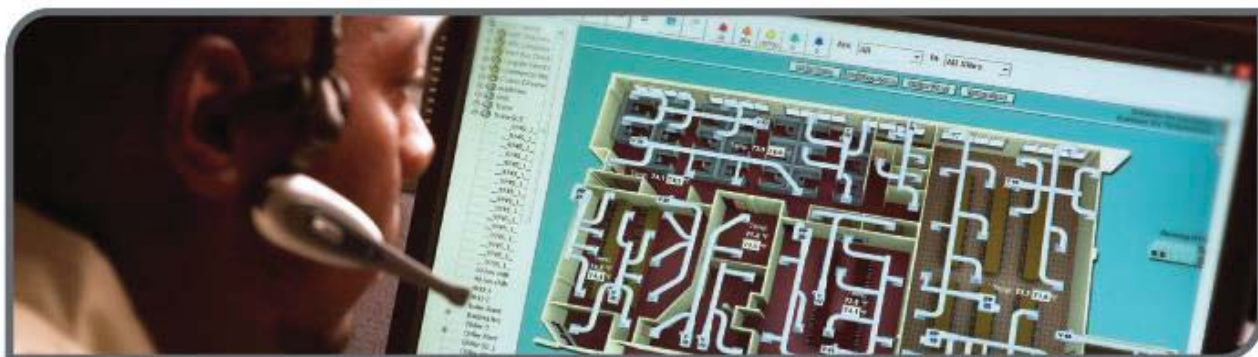
Equipment	Qty	Manufacturer	Model Number	Serial Number
Refrigerant Monitor	1			
Chilled Water Plant Automatic Actuators	6			
Condenser Water Automatic Actuators	12			





TRANE SELECT SERVICE AGREEMENT

## Customer Service Flows



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

**Note:** There may be differences per the agreement in the work being performed between sites and the equipment on those sites.

### Service 1: Annual Mechanical-Draft Cooling Tower Inspect and Clean

#### Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection And Clean
- Check Condition Of Gear Box
- Change Oil In Cooling Tower Gear Box
- Fan Check For Cooling Tower
- Cooling Tower Motor Check And Lube
- Basin Heater Inspection On Cooling Tower

### Service 2: Centrifugal Annual Inspection and Tube Brushing

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Inspection - Removing Head
- Condenser Tube Brushing
- Evaporator Tube Brushing (4<sup>th</sup> YEAR ONLY)
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Starter Maintenance and Inspection - Rockwell AFDE

- Meg Compressor Motor With AFD
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device

### **Service 3: Centrifugal Operational Quarterly Inspection**

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Open Starter Panel Door(s)
- Starter Maintenance and Inspection - Rockwell AFDE
- Close Starter Panel Door(s)
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Manual Log With Electronic Device

### **Service 4: Horizontal Pumps - Annual**

#### Description

- Initial Site Inspection
- Check motor shaft and pump shaft for proper alignment
- Inspect coupling for wear
- Verify that the shaft guard is in place and tight
- Verify water flow through pump and check for leaks on the mechanical pump seals
- Lubricate the motor bearings and the pump bearings as necessary
- Inspect wiring and connections on the motor terminals for signs of overheating verify tight connections
- Check condition of the contacts for wear and pitting if applicable
- Verify proper volts and amps
- Verify smooth operation of the pump

### **Service 5: Horizontal Pumps Run Inspection**

#### Description

- Verify water flow through pump and check for leaks on the mechanical pump seals
- Verify smooth operation of the pump
- Verify proper drip rate on the pump seal packing
- Visual inspection of entire pump and motor assembly

### **Service 6: Quarterly Mechanical-Draft Cooling Tower**

#### Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection Only
- Check Condition Of Gear Box
- Cooling Tower Motor Check And Lube



**TRANE SELECT SERVICE AGREEMENT**

# Pricing and Acceptance

Barry Allen  
Chief of Energy and Building Automation  
Broward County  
115 South Andrews Avenue Room 203  
FORT LAUDERDALE, FL 33301 U.S.A.

Site Address:  
Broward County Courthouse  
201 SE 6 Street Room 275  
FORT LAUDERDALE, FL 33301

## Trane Service Agreement

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

## Service Fee

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

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	56,856.00	4,738.00	Monthly
Year 2	57,954.00	4,829.50	Monthly
Year 3	64,294.00	5,357.83	Monthly
Year 4	65,540.00	5,461.67	Monthly
Year 5	67,504.00	5,625.33	Monthly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

## Term

The Initial Term of this Service Agreement is 5 years, beginning January 01, 2018. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2022, this Agreement shall renew automatically for successive periods of 1 year (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (954) 499-6900 or by direct mail addressed to: 2884 Corporate Way MIRAMAR, FL 33025.

## Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

**Cancellation by Customer Prior to Services; Refund**

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**Cancellation by Company**

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

**Crane Charges**

Will be passed through at no mark up. Based on initial site review a crane will not be needed for most repairs to the chiller plant. If a crane is needed it will be a direct pass through to Broward County not to exceed \$50,000 for a single event including flagmen, BSO coordination, and permits.

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

Submitted By: Manny Vargas	Cell: (786) 423-4256 Office: (305) 592-0672 Proposal Date: January 04, 2018
_____	
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	_____
_____	Authorized Representative
Printed Name	_____
Title _____	Title
Purchase Order _____	_____
Acceptance Date _____	Signature Date
	License Number: CAC023485



## Terms and Conditions (Service)

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

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**3. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**4. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**5. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**6. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**7. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**8. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory

mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**9. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

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

**11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**12. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**13. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

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

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

**15. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to

perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

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

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

**19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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



## Safety



### Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

### Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

### Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

### Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
  - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.







## Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane’s safety Managers are certified instructors; safety Managers train technicians; 1-800 “How’s My Driving?” stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane’s safety culture is based on the following management principles:

- Leadership at the local level manages the local organization’s safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

