



SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
EOC Scott Emergency Communications Center
1100 E 46th St., Davenport, Iowa
SEPTEMBER 17, 2015 at 3:30 p.m.

MEETING AGENDA

1. Roll Call: Frieden, Gallagher, Gluba, O'Boyle, and Sunderbruch.
Ex officio members: Bruemmer, Frederiksen, Ploehn, and Spiegel
2. Pledge of Allegiance
3. Approval of Minutes
4. Director's Report
5. Discussion regarding Computer Purchase
6. Approval of HVAC Equipment and BAS Contracts Renewal
7. Discussion of strategy of upcoming labor negotiations with the SECC's organized employees pursuant to Iowa Code Section 20.17(3). – CLOSED SESSION
8. Next meeting date – October 15, 2015 at 3:30 p.m.
9. Adjourn

For previous meeting Minutes, please visit our website at www.secc911.com.



MINUTES
SCOTT EMERGENCY COMMUNICATIONS CENTER (SECC) BOARD
THURSDAY, AUGUST 20, 2015, 3:30 P.M.

Board Members present: Rob Frieden, Bob Gallagher Jr., Marty O'Boyle, and Tom Sunderbruch.

Ex Officio Members present: Linda Frederiksen and Corri Spiegel.

Staff present: Mike Becker, Annie Nugent, Pam Paulsen, Denise Pavlik and Tracey Sanders.

Moved by O'Boyle, seconded by Frieden approval of the Minutes of the July 16, 2015 SECC meeting. All ayes.

James Lunsted of the Department of Homeland Security and Craig Allen of the Iowa Statewide interoperable Communications Systems Board presented the SECC Board Members with certificates of appreciation for SECC's hosting and participation in the Iowa/Illinois Communications Exercise (COMMEX) in May 2015.

Moved by O'Boyle, seconded by Gallagher approval of the purchase of computers not to exceed the amount of \$40,000.00. All ayes.

At 3:57p.m. moved by Gallagher, seconded by Frieden to move into closed session pursuant to Iowa Code Section 20.17 (3) to discuss strategies in collective bargaining. Roll Call: All ayes. At 4:37p.m. Gallagher moved, seconded by Frieden to convene in open session. Roll Call: All ayes.

The next meeting is scheduled for Thursday, September 17, 2015, at 3:30 p.m.

Moved by Gallagher seconded by Frieden adjournment of the meeting at 4:39p.m. All ayes.

These minutes are subject to approval at the next regularly scheduled meeting.

Respectfully submitted by,

Annie Nugent
Administrative Assistant

Attested by,

A handwritten signature in black ink, appearing to read "Rob Frieden".

Rob Frieden
Secretary/Treasurer

From: schonvenko2@aol.com
To: Pavlik, Denise
Subject: Re: Radio Equipment
Date: Friday, September 04, 2015 3:44:42 PM
Attachments: [image002.png](#)

SECC/Denise

We would like to apply for the mobile radio for our new 2800 gallon tanker. This vehicle is an integral part of our fire fighting capabilities. With out a mobile radio mounted in the truck it makes communication much more difficult than it should be.

Water transfer is the life blood of rural fire response. Our ability to communicate with tanker support is essential to that mission.

Thank you for your consideration,

Ken Schoenthaler, assistant chief Donahue fire dept.

-----Original Message-----

From: Pavlik, Denise <Denise.Pavlik@scottcountyiowa.com>
To: 'schonyenko2@aol.com' <schonyenko2@aol.com>; Brian Leonard (leonard@medicems.com) <leonard@medicems.com>; Buffalo Fire Chief <chiefbvfd@aol.com>; Buffalo Police <buffalopd419@mchsi.com>; Dave Kopatich <dkopatich@netins.net>; Durant Fire <durantfire@durantfie.org>; Eldridge Fire <dyschmidt@eldridgefire.com>; 'Frederiksen, Linda' <frederiksen@medicems.com>; Jensen, John <John.Jensen@SCOTTCOUNTYIOWA.com>; LeClaire Fire <leclairefire@leclaireiowa.gov>; Long Grove PD <longgrovepd@netins.net>; Orville Randolph (bennettamb@fbcom.net) <bennettamb@fbcom.net>; Princeton Police (princetonpolice@iowatelecom.net) <princetonpolice@iowatelecom.net>; Shane Themas <sthemas@leclaireiowa.gov>; Walcott Fire <fire@cityofwalcott.com>; Walcott PD <POLICE@CITYOFWALCOTT.COM>; 'Werner, Andrea' <awerner@fbcom.net>
Sent: Fri, Sep 4, 2015 2:55 pm
Subject: Radio Equipment

Good Afternoon Everyone,

Recently, the City of Long Grove had Scott County Sheriff take over their police services. We have received the equipment from Long Grove which they were originally allocated. Should you be interested in this equipment, attached is a memorandum outlining the steps needed to be completed for potential reallocation of that equipment.

If you have additional questions please feel free to contact me. Thank you.

Have a great weekend!

Denise

Denise M. Pavlik, ENP

Denise M. Pavlik, ENP
Director
Scott Emergency Communications Center

th

Bill To:

Business / Agency :	Scott Emergency Communications Center		
Name :	Denise Pavlik		
Address :	1100 E 46th St		
City, ST Zip :	Davenport	IA	52807
Phone / Fax :	563-484-3038	563-388-5083	

PURCHASE ORDER

The following number must appear on all related Correspondence, shipping papers, and invoices:

PO Number : PCSAND2015

Contact Name :	Tracey Sanders	
Phone / Fax :	563-484-3038	563-388-5083
eMail :	tracey.sanders@scottcountyiowa.com	

Vendor: (NOTE: Please only use info below)

Hewlett Packard
 Attn: Public Sector Sales
 14231 Tandem Blvd
 Austin, TX 78728
 Voice: 1-800-888-3224
 Fax: 1-800-825-2329

Ship To: (Site to be shipped to/ No PO Boxes)

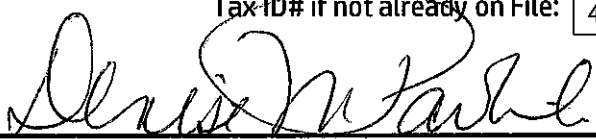
Name :	Attn: Tracey Sanders		
Business / Agency :	Scott Emergency Communications Center		
Address :	1100 E 46th St		
City, ST Zip :	Davenport	IA	52807
Phone / Fax :	563-484-3038	563-388-5083	
eMail :	tracey.sanders@scottcountyiowa.com		

P.O. DATE	Contract Name	Contract Number	TERMS
09/02/2015	IA- STATE OF IOWA (NASPO VALUEPOINT)	10622564-2	Net 30 Days

QTY	Part #	Description	Unit Price	Total
39		Configurable HPEliteDesk 800 G1 Small Form Factor C8N26AV	\$950.00	\$37,050.00
		Quote Number: 10622564-2		
		Manual price per BD# 92736806-V4		

Resellers: Please include your Location ID:
 Tax ID# if not already on File: 42-6004465

Subtotal :	\$37,050.00
Tax :	
Other :	
TOTAL :	\$37,050.00

 9/2/15
 Authorized by (PO must be signed and dated) Date

Orders with reseller bill-to addresses must also include an end-user PO.
 CarePags will be registered to Contact Name & Email unless otherwise indicated.
Fax completed PO to: 800-825-2329

Nugent, Annie M.

From: Sanders, Tracey
Sent: Thursday, September 03, 2015 9:50 AM
To: Nugent, Annie M.
Cc: Pavlik, Denise
Subject: FW: CDW-G Order Confirmation: Order #1BL0X6J/P.O. Ref. CARDSAND15

Video graphics cards have been ordered on Denise's pcard ☺

From: CDW [mailto:cdwsales@cdwemail.com]
Sent: Thursday, September 03, 2015 9:49 AM
To: Sanders, Tracey
Subject: CDW-G Order Confirmation: Order #1BL0X6J/P.O. Ref. CARDSAND15

[View in a browser](#)




DEAR TRACEY SANDERS,

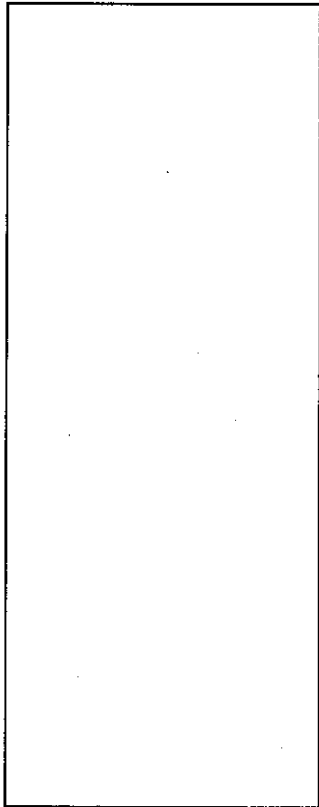
Thank you for choosing CDW•G. We have received your online order. Please take a moment to review it for accuracy and completeness.



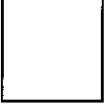
CUSTOMER NOTES: GRAPHICS CARD FOR NEW PCS

ORDER #	PO #	CUSTOMER #
1BL0X6J	CARDSAND15	11630758

ORDER DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
 Sapphire AMD FirePro W4100 graphics card - FirePro W4100 - 2 GB Mfg. Part #: 100-505817 UNSPSC: 43201401	16	3501017	\$154.00	\$2,464.00	
PURCHASER BILLING INFO			SUBTOTAL	\$2,464.00	
Billing Address: Scott County Secc Accounts Payable 1100 E 46th St Davenport, IA 52807-7607			SHIPPING	\$0.00	
			SALES TAX	\$0.00	
			GRAND TOTAL	\$2,464.00	
DELIVER TO					
Shipping Address: SCOTT COUNTY SECC Tracey Sanders 1100 E 46TH ST DAVENPORT, IA 52807-7607 Shipping Method: UPS Ground (1 - 2 day)					



Need Assistance? CDW•G SALES CONTACT INFORMATION

 **Geoff Strom** | (312) 547-2244 | geofstr@cdw.com

Help and Information: [Support](#) | [About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This email was sent to tsanders@scottcountyiowa.com.
Please add cdwsales@cdwemail.com to your address book.

© 2015 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
OCTC:001 | WEB 013 | Customer#: 11630758 | WEB341985da-c710-485c-8dda-23552e8e7274

R E S O L U T I O N

SCOTT COUNTY EMERGENCY COMMUNICATIONS CENTER BOARD

September 17, 2015

A RESOLUTION APPROVING THE RENEWAL OF THREE YEAR COMPUTER AND EQUIPMENT MAINTENANCE AGREEMENTS FOR THE HVAC SYSTEM FROM TRANE COMPANY IN THE TOTAL AMOUNT OF \$166,199.

BE IT RESOLVED BY the Scott Emergency Communications Center Board as follows:

- Section 1. That the renewal of the three year HVAC computer service agreement from Trane Company in the amount of \$55,288 is hereby approved and awarded.
- Section 2. That the above listed HVAC computer service agreement shall be billed and paid for annually in payments of \$16,742.00/ FY15-16, \$18,988.00/FY16-17, and \$19,558.00/FY17-18.
- Section 3. That the renewal of the three year HVAC equipment maintenance agreement from Trane Company in the amount of \$110,911 is hereby approved and awarded.
- Section 4. That the above listed HVAC equipment maintenance agreement shall be billed and paid for annually in payments of \$29,280.00/ FY15-16, \$40,212.00/FY16-17, and \$41,419.00/FY17-18.
- Section 5. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



September 10, 2015

To: Denise Pavlik
Executive Director, SECC

From: Tammy A. Speidel, Director
Facility and Support Services

Subj: HVAC Service Contracts

Since the SECC building opened, the HVAC equipment and systems have been under varying levels of warranty that were written into the new equipment specifications. Those warranties have begun to expire on many of those systems. I am charged with providing for and ensuring a preventive maintenance program and repair of those systems as part of our support relationship. To that end, Facility and Support Services has been working with the HVAC vendor for the SECC facility to put together a program of service contracts to ensure ongoing system reliability, continued equipment efficiency, and prompt factory service. As we have discussed in the past, FSS personnel perform numerous preventive maintenance tasks on a regular scheduled basis. Those tasks include equipment inspections, filter replacements, belt and sheave adjustment, lubrication, and minor repairs as necessary, to name a few. In addition, we monitor the performance of the numerous system components (via remote computer connectivity and in-person) and respond to any complaints concerning operation or heating and cooling comfort.

To supplement our services, we typically contract with a factory authorized service vendor to provide us with advanced maintenance and repair capabilities. I have two proposals for these service contracts. Both are from Davenport Trane Building Services, the installing contractor and local factory representative for the equipment included in the contracts.

The first contract is for the Building Automation System which includes digital HVAC controls and equipment. The proposed contract provides periodic maintenance as well as full repair/replacement (parts and labor) of the components in the system. The annual contract amounts are as follows:

Year	Amount
1	\$16,742.00
2	\$18,988.00
3	<u>\$19,558.00</u>
Total	\$55,288.00

We find this contract proposal to be in line with similar contracts we have in other facilities and recommend approval by the SECC Board.

The second contract is for major HVAC equipment including water to water heat pumps, water pumps and air handlers. Again, the proposed contract provides periodic maintenance as well as replacement/repair (parts and labor) of the included pieces of equipment. The annual contract amounts are as follows:

Year	Amount
1	\$ 29,280.00
2	\$ 40,212.00
3	<u>\$ 41,419.00</u>
Total	\$110,911.00

We find this contract proposal to be in line with similar contracts we have in other facilities and recommend approval by the SECC Board.

Year one of both contracts is a shortened period of time (October 1, 2015- June 30, 2016) All other years coincide with standard fiscal years. Coverage for both contracts is through June 30, 2018.

Both proposed contracts are budgeted in the SECC operational budget under maintenance of equipment.

I will be available at the next SECC Board meeting to discuss my recommendations and answer any questions that you or the Board may have.

Cc: Pam Paulsen
Chris Still



Trane Service Agreement

Building Automation System



SERVICE PROPOSAL FOR:

Scott County Facility & Support Services

428 Western Ave
DAVENPORT, IA 52801 U.S.A.
Denise Pavlik

SITE ADDRESS:

Scott Emergency Communication Center

1100 E 46th St
DAVENPORT, IA 52801
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc.
4801 Grand Ave.
Davenport, IA 52807

LOCAL TRANE REPRESENTATIVE:

Shey Bauer
Cell: (563) 343-0717
Office: (563) 468-4900

AGREEMENT NUMBER:

984624

DATE:

September 8, 2015





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Executive Summary

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

This Service Agreement for Building Automation Systems will provide comprehensive support and services as specified in the scope of the agreement, plus parts, labor and materials for repairs on selected BAS components. The agreement assures that factory recommended services are executed on scheduled intervals to maintain peak performance. With repairs included in your annual full service plan, this BAS service agreement helps you avoid unplanned down time and minimize any unexpected expense.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your BAS is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems helping you to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

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





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

The Agreement

SERVICE PROPOSAL FOR:

Scott County Facility & Support Services

428 Western Ave
DAVENPORT, IA 52801 U.S.A.
Denise Pavlik

SITE ADDRESS:

Scott Emergency Communication Center

1100 E 46th St
DAVENPORT, IA 52801
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc.
4801 Grand Ave.
Davenport, IA 52807

LOCAL TRANE REPRESENTATIVE:

Shey Bauer
Cell: (563) 343-0717
Office: (563) 468-4900

AGREEMENT NUMBER:

984624

DATE:

September 8, 2015

CONTACT TELEPHONE NUMBER FOR SERVICE:

(563) 468-4970

Scope of Services

System Analysis and Review

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

Sequence of Operation Verification

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

Tracer Database Backup

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

Software Service Pack Updates

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





Operator Coaching

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

Repair and Replacement Parts and Labor

Trane will provide labor and/or materials to repair or replace failed or worn specified components of the BAS to maintain peak operating condition, and to reduce the financial burden of unexpected replacement and emergency repairs. Suspected faulty components may be repaired or replaced to proactively avert system interruptions.

Emergency On-site Response

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. With a Select Service Agreement, the on-site dispatch will either be covered under the terms of the agreement.

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.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Equipment Coverage and Services

The following "Covered Equipment" will be serviced at:

Scott Emergency Communication Center

The following "Covered Equipment" will be serviced at Scott Emergency Communication Center:

Equipment / System	Qty	Replacement Labor Coverage	Parts Replacement Coverage
PC Workstation	1	Yes	Yes
Building Control Unit	1	Yes	Yes
MP581 Controllers	4	Yes	Yes
Expansion Modules	9	Yes	Yes
MP503 Controllers	5	Yes	Yes
Power Monitor	1	Yes	Yes
Air Handling Unit UCM/Controls	3	Yes	Yes
VAV UCMs	33	Yes*	Yes*
VFDs	12	Yes	Yes

*UCM Coverage Only

Description

System Analysis and Review (Service 1)

Quantity per Year**

4

****Note:** Year 1 will include (3) reviews only due to 9-month time frame.





TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Pricing and Acceptance

Denise Pavlik
 Scott County Facility & Support Services
 428 Western Ave
 DAVENPORT, IA 52801 U.S.A.

Site Address:
 Scott Emergency Communication Center
 1100 E 46th St
 DAVENPORT, IA 52801
 United States

Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the 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 (10/1/15 – 6/30/16)	16,742.00	16,742.00	Annual
Year 2 (7/1/16 – 6/30/17)	18,988.00	18,988.00	Annual
Year 3 (7/1/17 – 6/30/17)	19,558.00	19,558.00	Annual

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 2-years, 9-months, beginning **October 01, 2015** and expiring **June 30, 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.

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.

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

Submitted By: Shey Bauer _____	Cell: (563) 343-0717 Office: (563) 468-4900 Proposal Date: September 8, 2015
CUSTOMER ACCEPTANCE _____	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative _____	_____ Authorized Representative
Printed Name _____	_____ Title
Title _____	_____ Signature Date
Purchase Order _____	_____
Acceptance Date _____	License Number: 87015-03





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, 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.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)





Appendix

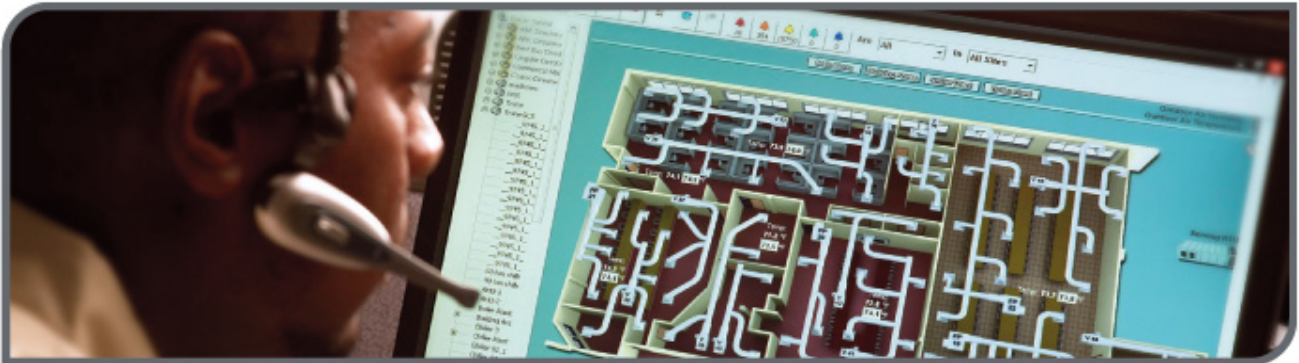


Customer Service Flows



TRANE SERVICE AGREEMENT FOR BUILDING AUTOMATION SYSTEM

Customer Service Flows



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

Service 1: System Analysis and Review

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review
- Software Service Pack Update