

HIDALGO COUNTY QUOTE TABULATION

DATE:

7/19/2016

REQUISITION NO:

303109

DEPARTMENT:

Facilities Mgmt-Courthouse Chiller

VENDOR NAME:

Trane	Protech	Carrier
BuyBoard 458-14	TIPS 2042414	BuyBoard 458-14
Tony Moncada	Eddie Guerra	Anthony Galvan
648-5002	361-882-2102	956-566-0317

Contact:

QTY	DESCRIPTION	QUOTED PRICE	TOTAL	QUOTED PRICE	TOTAL	QUOTED PRICE	TOTAL
1	150 Ton Water-Cooled Chiller	\$56,960.00	\$56,960.00	\$0.00	\$0.00	\$86,830.00	\$86,830.00
1	Electrical Service	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$3,775.00	\$3,775.00
1	Crane Service	\$4,060.00	\$4,060.00	\$0.00	\$0.00	\$3,750.00	\$3,750.00
1	Pipefitter/Welder Service	\$9,120.00	\$9,120.00	\$0.00	\$0.00	\$12,250.00	\$12,250.00
1	HVAC Technician Service	\$10,750.00	\$10,750.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Insulation	\$0.00	\$0.00	\$0.00	\$0.00	\$3,390.00	\$3,390.00
1	Factory Startup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Concrete Pad	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Refrigerant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00
1	Chiller Turnkey Replacment	\$0.00	\$0.00	\$106,225.00	\$106,225.00	\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00
GRAND TOTAL:		\$87,690.00		\$106,225.00		\$109,995.00	
Warranty T & C:		1 Year Parts & Labor		1 Year Parts (90 Days-Svc)		1 Year Parts (90 Days-Svc)	



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Quote Number: 01-2124702
Co-op Contract Number# 458-14
Buy Board Co-op

Trane U.S. Inc. dba Trane

1240 North Vo Tech Drive
Weslaco, TX 78596

Phone:

Fax: (956) 969-0769

Service Contact: (210) 516-1753

July 5 ,2016

Daniel Flores
Operations Manager
Hidalgo County of Facilities Manager
3800 South Business 281
EDINBURG, TX 78539 U.S.A.

Site Address:
Hidalgo County Courthouse
100 North Closner Boulevard
EDINBURG, TX 78539
United States

Attention: Daniel Flores

Project Name: Hidalgo Co Court House Replace Trane Chiller 2016
Quote Number: 01-2124702 **Co-op Contract Number:** 458-14

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Trane proposes to replace one (1) Trane chiller located in the basement at the location listed above. Parts and labor are included in this proposal.

Equipment List

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller	1	Trane	RTHA150FCL	H90H02294	Back Up

Scope of Service

Recover the refrigerant
 Lock and tag out electrical
 Disconnect High Voltage electrical wiring from unit
 Disconnect control wiring
 Secure chilled water pumps
 Lock and tag chilled water pumps
 Close chilled water valves **(Trane will not be responsible if valves don't hold)**
 Disconnect chilled water piping from existing chiller
 Using a crane remove existing chiller **(Customer will dispose of chiller to be removed)**
 Using a crane set new Trane Chiller in place
 Modify and connect existing chill water lines to new Trane Chiller
 Modify and connect existing electrical to new Trane Chiller
 Connect existing control wiring to new Trane Chiller
 Insulate chill water line that was removed during installation
 Open chill water isolation valves
 Remove lock and tag out on electrical and control wiring
 Start chiller and check for proper operation

Equipment Information:

Water cooled helical rotary chiller with the following:

Tag(s)	Qty	Description	Model Number
CH-1	1	150 Ton Water-Cool	RTWD150F2**2A1A1AA3A1A1Y1A0A0000000000A00010 0D-----0000

Qty: 1 Tag(s): CH-1

460 volt 3 phase 60 hertz
 High efficiency/performance
 UL listed to U.S.and Canadian safety standards
 ASHRAE 90.1 all versions up to 2010, AHRI certified, ASME pressure vessel code
 Single relief valve
 Factory insulation - all cold parts
 Grooved pipe connection - standard waterboxes
 Full factory refrigerant charge (134a)
 Internal and external enhanced evaporator copper tube
 3 pass evaporator
 Enhanced fin - copper
 Wye-delta closed transition starter
 Single point connection main line unit power-ancillary items require other power
 Terminal block conn for incoming lines
 Elastomeric isolators (Field installed)
 Startup Included - Trane Service must start equipment for warranty to be honored
1st year parts, labor & refrigerant warranty whole unit

Notes:

- 1) This job will be performed during regular hours
- 2) The customer will dispose of the chiller to be remove
- 3) Trane will not be responsible if valves don't hold

Exclusions:

- 1) No controls service or material for this job to be performed
- 2) Disposal of the chiller to be removed

Pricing Break Out:

Electrical Service (80 hrs x \$85.00/Hour).....\$6,800.00.00 USD
Crane Service (50 hrs x \$81.20/Hour).....\$4,060.00 USD
Pipefitter/Welder Service (114 hrs x \$80.00/Hour).....\$9,120.00 USD
Technician Labor for A/C Equipment Installation (86 hrs x \$125.00/Hour).....\$10,750.00 USD
Equipment List Price Model# RTWD (\$156,057.00 x .365% Multiplier).....\$56,960.00 USD

Pricing and Acceptance

Total Price:.....\$87,690.00 USD
Adder Price 2 - 5 year parts, labor and refrigerant warranty:.....\$10,535.00 USD

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 5, 2016.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Tony Moncada
Account Manager
Cell: (956) 648-5002

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	
_____	Authorized Representative
_____	Printed Name
_____	Title
_____	Purchase Order
_____	Acceptance Date

Trane License Number:

TERMS AND CONDITIONS – QUOTED SERVICE

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

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

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS 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 Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 rendered by Company to the date of cancellation.

3. 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 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.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder 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.

5. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

6. Payment. Payment is due upon receipt of Company's invoice. 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. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

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

8. 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 as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. 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. 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.

9. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) 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.

10. Exclusions. Unless expressly included in the Proposal, 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, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) 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 a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the 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 Services is warranted to have 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 improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited 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 Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment 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 the 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 USE OR 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. 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 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.

13. 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 UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, 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.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations.

Customer shall be exclusively responsible for any claims, liability, fees and penalties, 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 of the Services only when the affected area has been rendered harmless.

15. Insurance. Company agrees to maintain the following insurance during the term of the contract 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 its right of subrogation

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (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 disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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 the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the 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 Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. 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 United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts.

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

1-10.48 (1114)
Supersedes 1-10.48 (0614)

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.



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Additional Resources

* **Vendor Name:** Trane
Address: 4200 N. Sylvania Avenue
 Fort Worth, TX 76137
Phone Number: (817) 838-1310
Email: shross@trane.com
Website: <http://www.trane.com>
Federal ID: 25-0900465
Contact: Shirley Ross
Accepts RFQs: Yes
Minority Owned: No
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR: No
Contract Name: HVAC Equipment, Supplies & Install of HVAC Equipment
 * **Contract#:** 458-14
Effective Date: 10/01/2014
 * **Expiration Date:** 09/30/2017
Payment Terms: Net 30 days
Delivery Days: 25
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: Texas Regions 1, 2, 3, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20
States Served: Texas
Quote Reference Number: 458-14
Return Policy: Contact local Trane sales office
Additional Dealers: Trane locations in: San Antonio TX, Austin TX

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)
Proposal Documents: [Click to view BuyBoard Proposal Documents](#)
Regulatory Notice: [Click to view Bonding Regulatory Notice](#)
Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Contact us 800-695-2919



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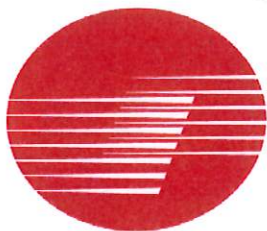
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Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Trane	Hourly Labor Rate for Repair Service of HVAC Equipment and Products (\$55.00 to \$140.00). Line Item 15	N/A	\$55.00	☐	Add Show Details
Trane	Hourly Labor Rate for Installation of HVAC Equipment and Products (\$55.00 to \$140.00). Line Item 14	N/A	\$55.00	☐	Add Show Details
Trane	Hourly Labor Rate for All Other HVAC Installation or Service Related Costs (\$55.00 to \$140.00). Line Item 17	N/A	\$55.00	☐	Add Show Details
Trane	Hourly Labor Rate for HVAC Filter Change Out Service (\$55.00 to \$140.00). Line Item 16	N/A	\$55.00	☐	Add Show Details
Trane	65% Discount Off Trane pricelist for HVAC Air Handling Products. Line Item 3	Pricing Sheet	\$0.00	☐	Add Show Details
Trane	63% Discount Off Trane pricelist (63% to 66% discount) for HVAC Equipment. Line Item 1	Pricing Sheet	\$0.00	☐	Add Show Details
Trane	61% Discount Off Trane pricelist for HVAC Refrigerant Recovery Equipment. Line Item 9	Pricing Sheet	\$0.00	☐	Add Show Details
Trane	54% Discount Off Trane pricelist for HVAC Controls, Software and Monitoring Systems. Line Item 2	Pricing Sheet	\$0.00	☐	Add Show Details
Trane	40% Discount Off Trane pricelist for HVAC Repair Parts. Line Item 7	Pricing Sheet	\$0.00	☐	Add Show Details
Trane	40% Discount Off Trane pricelist for HVAC Refrigerants. Line Item 8	Pricing Sheet	\$0.00	☐	Add Show Details

Showing 1 to 10 of 10 entries

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Contact us 800-695-2919



TRANE®

Product Description	Product Code	Multiplier
RTHB Water-Cooled Series R® Rotary Liquid Chillers	153	0.365
RTHD Water-Cooled Series R® Rotary Liquid Chillers	153	0.365
RTWD Air-Cooled Series R® Rotary Liquid Chillers	703	0.365
RTAC Air Cooled Series R® Rotary Liquid Chillers	154	0.349
RTWA Water-Cooled Series R® Rotary Liquid Chillers	355	0.377
CenTraVac™ Water-Cooled Centrifugal Liquid Chillers		
CVHE CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	347	0.362
CVHF CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	347	0.362
CDHF CenTraVac™ Water-Cooled Centrifugal Liquid Chillers	560	0.362
CGAM	665	0.365
YC*, TC*, TE* Single-Zone Rooftop Air Conditioners	382	0.34
TCD/TCH	463	0.37
T*C	517/518	0.37
TCC	719	0.37
YCZ	237/238	0.395
YHC	514	0.35
WCD/WCH		0.39
YCD/YCH	467	0.395

S*HF Single-Zone Rooftop Air Conditioners	383	0.34
S*HG Single-Zone Rooftop Air Conditioners	393	0.34
RAUC Split System Air-Cooled Condensing Units	361	0.377
RAUC Split System Air-Cooled Condensing Units	362	0.228
CAUC Split System Air-Cooled Condensing Units	385	0.337
CAUC Split System Air-Cooled Condensing Units	386	0.337
Performance CLCH, TSCX, LPCA (Indoor/Outdoor & controls)	050/151/298/299	0.355
WPVJ Water Source Heat Pumps - Premium Efficiency Vertical	176	0.374
WPHF Water Source Heat Pumps - Premium Efficiency Horizontal	176	0.374
WPCD Unit Ventilator Water Source Heat Pumps	328	0.399
WPWD Water Source Heat Pumps - Commercial High Efficiency Water-to-Water	75	0.353
EXWA Water Source Heat Pumps - Commercial High Efficiency Water-to-Water	331	0.352
GEVA Water Source Heat Pumps - High Efficiency Vertical	331	0.352
GEHA Water Source Heat Pumps - High Efficiency Horizontal	331	0.352
GECA Water Source Heat Pumps - High Efficiency Console	331	0.352
GETA Water Source Heat Pump - Vertical Stack	332	0.352
VUVB Vertical Classroom Unit Ventilators	42	0.351
HUVB Horizontal Classroom Unit Ventilators	42	0.351
SHLA	77	0.358

Unit Ventilator Shelving and Accessories		
SWE	77	0.358
SWE Unit Ventilator Sidewall Exhaust		
TACB	142	0.351
Self Contained Unit Ventilators		
THPB	142	0.351
Self Contained Unit Ventilators		
Rental Rate	197	0.458
Control Hardware		0.469
Control Software		0.469
Buy/Resale Products (Contact Shirley H. Ross 817.838.1310) (ATB Systems, BRD NoNoise, Calmac, Canariss, Carel USA, CDI Inc., Compu-Aire, Energy Labs, Filtrine, Genesis Air, Hussman, Ingersol Rand, Mitsubishi, Multi Stack, NatGun, Nu-Air, Pool-Pak, Skil-Aire, TAS, Trane (custom products)		TBD
RMWE Refrigerant Monitor STD Delivery	201	0.395
Trane Adjustable Frequency Drive	206	0.395
Earthwise Purge STD Delivery	190	0.4
Wye-Delta Starter STD Delivery	114	0.38

Zimbra

rudy.salinas1@co.hidalgo.tx.us

BuyBoard Guidelines & Process 2014-2017

From : Tony Moncada <Tony.Moncada@trane.com>
Subject : BuyBoard Guidelines & Process 2014-2017
To : Tony Moncada <Tony.Moncada@trane.com>

Thu, Jul 07, 2016 08:56 AM

 3 attachments

From: Espinoza, Julia
Sent: Wednesday, December 09, 2015 3:53 PM
To: Moncada, Tony <Tony.Moncada@trane.com>
Subject: RE: BuyBoard Guidelines & Process 2014-2017

All pricing will be good thru September 2017.

Thank you,
Julia Espinoza
Direct Sales Support
Direct: 817-838-1368
Email: julia.espinoza@irco.com



Please consider the environment before printing this email



 **BuyBoard Equipment Pricing ONLY.pdf**
33 KB

 **BuyBoard Labor Rates ONLY.pdf**
9 KB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2016

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

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

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Frances Rodriguez PHONE (A/C, No, Ext): (212) 345-2573 E-MAIL ADDRESS: Frances.A.Rodriguez@marsh.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA 19445 COMPANY B: Travelers Indemnity Co of America 25666 COMPANY C: Travelers Property Casualty Co of Amer 25674 INSURER E: INSURER F:
INSURED Trane U.S. Inc. dba Trane 9535 Ball Street Suite 1100 San Antonio, TX 78217 United States	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 407129**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GL 3796571	4/17/2016	4/17/2017	EACH OCCURRENCE \$7,500,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$7,500,000.00 GENERAL AGGREGATE \$7,500,000.00 PRODUCTS - COMP/OP AGG \$7,500,000.00 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS PHYSICAL		CA3434125 (AOS) CA3434124 (MA) CA3434123 (VA) APD - Self Insured	4/17/2016 4/17/2016 4/17/2016	4/17/2017 4/17/2017 4/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	TC2HUB-7434L10A-16 (AOS) TC2HUB-7434L448-16 (MN) TRJUB-7434L424-16 (AZ, MA, OR, WI) TWXJUB-7434L45A-16 (Ohio Excess)	4/17/2016 4/17/2016 4/17/2016 4/17/2016	4/17/2017 4/17/2017 4/17/2017 4/17/2017	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDERHidalgo County Courthouse
100 North Clossner
Edinburg, Texas 78539
United States**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Marsh USA, Inc.
BY: Kevin G. Tietjen

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Zimbra

rudy.salinas1@co.hidalgo.tx.us

Re: Hidalgo Co Court House Replace Trane Chiller 2016

From : Daniel Flores <daniel.flores@co.hidalgo.tx.us> Wed, Jul 27, 2016 04:28 PM
Subject : Re: Hidalgo Co Court House Replace Trane Chiller 2016
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Cc : Seferino Garza <seferino.garza@co.hidalgo.tx.us>

Rudy our technicians have reviewed all the specifications and found them to be satisfactory. Please proceed with the chiller replacement process.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>
Sent: Wednesday, July 27, 2016 2:11:51 PM
Subject: Re: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

As per our conversation this afternoon...I will await your response.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Thursday, July 21, 2016 11:59:06 AM
Subject: Re: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

Just a reminder that I'm waiting for your response.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Cc: "Seferino Garza" <seferino.garza@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Tuesday, July 19, 2016 4:22:00 PM
Subject: Fwd: Hidalgo Co Court House Replace Trane Chiller 2016

Mr. Flores,

I have attached a copy of the lowest bidder, Trane for the Courthouse (Basement) Chiller replacement. It come standard with a (1) one year warranty that includes parts & labor. Please review the quotation, tabulation, and advise if you would like for us to proceed.

Thank You,

Rudy Salinas
Procurement Specialist III
Phone: 292-7000 Ext: 4875

Attached: Quote Tabulation

From: "Tony Moncada" <Tony.Moncada@trane.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Tuesday, July 19, 2016 8:43:13 AM
Subject: Hidalgo Co Court House Replace Trane Chiller 2016

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Courthouse Chiller Request for HB1295 Form

From : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>
Subject : Courthouse Chiller Request for HB1295 Form
To : Tony Moncada <tony.moncada@trane.com>

Fri, Jul 29, 2016 11:22 AM

 1 attachment

Tony,

Can you please provide us a notarized HB1295 form with the following information filled out in section 3 of the form:

Req#303109 Trane - HVAC Chiller & Other Related Equipment, Supplies and Service

Thank You,

Rudy Salinas, Purchasing Specialist III

Hidalgo County Purchasing Department

2808 South Business Highway 281

Edinburg, Texas 78539

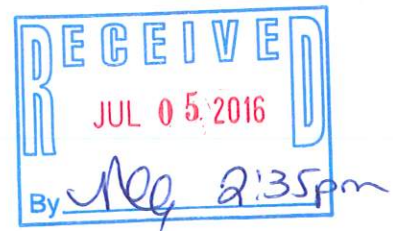
Phone: 956-318-2626 Ext: 4875

Email: rudy.salinas1@co.hidalgo.tx.us

**HB1295_Info-Packet_Revised.pdf**719 KB

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 126365795

ENTITY	TRANE U.S. INC.	Status:Active
DUNS: 126365795	+4:	CAGE Code: 60532 DoDAAC:
Expiration Date: Apr 12, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 3600 PAMMEL CREEK RD		
City: LA CROSSE	State/Province: WISCONSIN	
ZIP Code: 54601-7511	Country: UNITED STATES	



6346 Harwick Drive □, Corpus Christi, Texas 78417
Phone 361-882-2101 □ Fax 361-882-2154
TACLA20619E

Service Proposal

Proposal Number: QV0616010
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540

7/1/2016

TIPS/TAPS CONTRACT # 2042414
Hidalgo Vendor # 413046

Re: Install 150 ton water cooled chiller at Court House

Mr. Daniel Flores:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:
Provide a Turnkey project of removal and installation of a 150 ton water cooled chiller in the basement of the Hidalgo County Courthouse. Pro Tech Mechanical will utilize a crane and coordinate with the County and City for the removal and installation of the chiller. See Scope of work on page 3.

Lead Time for Chiller is 7 weeks.

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Work other than stated above

Total investment for this service is: **(\$106,225.00) One Hundred Six Thousand Two Hundred Twenty Five Dollars and No Cents.** All applicable Freight and Taxes are excluded and will be billed in addition to the proposed price. All prices are firm for thirty-30 days.

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal or any other request please call us at 361-882-2101 or e-mail me at Eddie@protechmech.com

Regards,

Eddie Guerra
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized
Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599.

Service Contract

This AGREEMENT entered into by and between:

Hidalgo County

Hereinafter referred to as "CUSTOMER"

AND

Pro Tech Mechanical, Inc.

Service	7/1/2016	QV0616010
Proposal Type	Date	Proposal Number

- ⬇ This AGREEMENT shall be administered by Pro Tech Mechanical's office presently located at:
Pro Tech Mechanical, Inc.
6346 Harwick Drive
Corpus Christi, Texas 78417
- ⬇ The service(s) and/or parts to be provided at the following CUSTOMER location(s):
Hidalgo County
3100 South Highway 281
Edinburg, Texas 78540
Hidalgo County Courthouse

SCOPE OF SERVICE to be provided by Pro Tech Mechanical in accordance with the following description:

- ⬇ Including any attachments indicated (with an 'x') below N/A is Not Applicable)

☒ PROPOSAL DATED: 7/1/2016
☐ SCOPE OF SERVICE Page(s)
☐ Other attachments

The AGREEMENT PRICE is: **(\$106,225.00) One Hundred Six Thousand Two Hundred Twenty Five Dollars and No Cents.** excluding applicable freight & taxes. This price is based on normal working hours, Monday through Friday, unless otherwise stated herein. If the work is delayed or stopped at the request of the CUSTOMER or requirements of third parties, additional charges will be applicable.

The undersigned affirm that they have read and understand the entire AGREEMENT including the Terms and Conditions appearing below.

Execution by Authorized Representatives:

SUBMITTED BY: Eddie Guerra

DATE: 7/1/2016

CUSTOMER ACCEPTANCE: P.O. # _____

COMPANY

CUSTOMER NAME

TITLE

Pro Tech Mechanical, Inc.

Eddie Guerra

Account Executive

Customer Acceptance (signature)	Date	PRO TECH MECHANICAL (signature)	7/1/2016 Date
---------------------------------	------	---------------------------------	------------------

Scope of Work

1. Lock out and Tag out all Equipment that will be worked on.
2. Demolition and removal of old chiller
3. Installation of new chiller
4. Utilization and coordination of crane for chiller removal and set.
5. Electrical connections to existing electrical services.
6. Piping of new chiller to existing piping connections
7. Painting and then insulation of any new piping requiring insulation
8. Factory Field Start-up
9. Exhaust fans used in basement during all welding operations
10. If the new chiller does not fit on the existing concrete, the pad will be expanded to accommodate the chiller.
11. The new chiller comes pre-charged with refrigerant, and first year warranty includes refrigerant
12. Balance water on supply and return chill water and condenser water.
13. First year warranty is parts, refrigerant, and labor
14. Second through Fifth year warrant is compressor parts only.
15. Clean up work area and remove old chiller on load onto County vehicle for county removal.

Equipment Proposed

ITEM A: Water Cooled Chillers, Tag: CH-1

(1) Daikin WGZ-150D Series Water Cooled Package Chiller complete with the following:

- Copeland Compliant scroll type compressors - dual circuits, 6 steps unloading, R-410a Refrigerant
- DX brazed stainless steel evaporator, with 3/4" insulation, dual circuits
- shell and tube condenser
- refrigerant circuit includes liquid line shutoff and solenoid, filter drier, sight glass and TXV
- microprocessor controller with control XMFR
- Single point power connection with phase and over/under voltage protection
- 460/3/60, single point power, MCA = 237, MOCP = 250

First year warranty is parts, refrigerant, and labor

Second through Fifth year warranty is compressor parts only.

PRO TECH MECHANICAL, INC TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES--** Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS--** All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE--** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS--** Pro Tech Mechanical, Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Pro Tech Mechanical, Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Pro Tech Mechanical, Inc's control.
Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
Pro Tech Mechanical, Inc shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY--** Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS--** During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.
7. **DELAYS--** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

- 8. CUSTOMER RESPONSIBILITIES–** Customer shall:
- Provide a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
- 9. EQUIPMENT CONDITION & RECOMMENDED SERVICE–** In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.
- 10. CUSTOMER TERMINATION–** Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.
- 11. PRO TECH MECHANICAL, INC TERMINATION–** Pro Tech Mechanical, Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Pro Tech Mechanical, Inc.
- 12. LIMITATION OF LIABILITY–** Under no circumstances shall Pro Tech Mechanical, Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.
- 13. CLAIMS–** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 14. GOVERNMENT PROCUREMENTS-** Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
- 15. SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 16.** Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.



July 1, 2016

Seferino Garza
Maintenance Manager
HIDALGO COUNTY COURTHOUSE
100 N CLOSNER BLVD
EDINBURGTX, 785393523

Re: Hidalgo County Courthouse Chiller Replacement Quote: 2016-275-07-05- MEG

Carrier Commercial Service is more than just a service company. We offer the most comprehensive commercial HVAC service programs in the industry and help customers achieve bottom-line savings by ensuring their systems are operating at peak performance and that they are taking advantage of today's latest energy-saving technologies.

As a fully qualified commercial service company, we are qualified to perform preventative maintenance, repair service, warranty and shut-downs on all commercial HVAC equipment. Our service technicians are trained and certified to work on HVAC equipment in accordance with the most stringent safety standards.

Carrier Corporation is willing to use the attached Contract as the basis for developing a definitive, binding agreement acceptable to both parties; however, certain changes and clarifications need to be included. Accordingly, this bid shall be binding at such time as such clarifications and changes are mutually developed and accepted. It is, therefore, understood that no order issued pursuant to the attached proposal shall be binding until duly accepted by an authorized representative of Carrier Corporation.

Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

A handwritten signature in cursive script that reads "Anthony J. Galvan".

Anthony J. Galvan
Sales Rep
Carrier Corporation

Quote #00274193



Address 4417 Dillon Lane, Suite 46
Corpus Christi, Texas, 78415
Phone (956) 566-0317
Fax (956) 618-3604
E-mail anthony.galvan@carrier.utc.com

Contact Name Seferino Garza
Account HIDALGO COUNTY COURTHOUSE
Phone (956) 289-7850
Site Address 100 N CLOSNER BLVD
EDINBURG, TX, 785393523

Estimate Date 07/01/2016
Quote Number 00274193

Job Description Hidalgo County Courthouse Chiller Replacement Quote: 2016-275-07-05- MEG

Scope of Work

The scope of work is to replace the Trane Chiller Model Number RTHA150FCL0NDUC3LF2LFNNOOGUQ with Serial No. H90H02294 with a Carrier Equivalent. Carrier will provide the following services as required:

Demolition (old chiller)	- Included in installation price below
Removal (old Chiller)	- To be returned to Hidalgo County for disposal
Installation (new chiller)	- \$86,830.00 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified

otherwise in this proposal

Crane Services	- \$3,750.00
Electrical	- \$3,775.00
Pipe welding and fabrication	- \$12,250.00
Insulation	- \$3,390.00
Factory Field Start up	- Included with Installation (new chiller) price above
Exhaust Fan (welding process)	- Included in Pipe welding and fabrication price above
Concrete pad to fit new chiller foot print (if applicable)	- Not applicable
Refrigerant	- Included with Installation (new chiller) Price above
Balance water on supply and return	- Included with Factory field start-up services

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price Buy Board Number 458-14

Total Price for Scope of Work excluding applicable taxes: **\$109,995.00**

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Anthony J. Galvan

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

Quote #00274193

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES- Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS- Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. RETURNS- No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT- All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT- Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS- Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY- Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS- All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. ADDITIONAL SERVICE- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. EXCLUSIONS- Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. PROPRIETARY RIGHTS (Service Contracts only)- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. WAIVER OF DAMAGES- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. LIMITATION OF LIABILITY- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. CANCELLATION- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. CLAIMS- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. GOVERNMENT PROCUREMENTS- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDITION, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

