ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT
TO REBUILD TWO (2) CHILLERS FOR THE DETENTION FACILITY

THIS AGREEMENT ("Agreement") #2019.076 is made this 12th day of ANOINT 2019, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Trane US, Inc., dba Trane, located at 445 Bryant Street, Suite 5, Denver, Colorado 80204-4800, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the US Communities/Omnia Partners Cooperative Agreement #15-JLP-023 and the Contractor's proposal dated September 6, 2019 attached hereto as Exhibit A and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor’s performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for 6 months from the date first written above.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one-year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services the sum of $282,420.00
4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin.** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 8.1.1. Each Occurrence: $1,000,000
- 8.1.2. General Aggregate: $2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

- 8.4.1. Each Occurrence: $1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be
construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. **DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS**

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. **WARRANTY:**

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. **TERMINATION:**

11.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.
12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

12.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

12.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party’s right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
12.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

   Department: Adams County Facilities Operations-Detention Facility  
   Contact: Mike VanGorder or Jeff Goetzinger  
   Address: 4201 East 72nd Avenue  
   City, State, Zip: Commerce City, Colorado 80022  
   Phone: 303-655-3335 or 720-523-3203  
   E-mail: mvangorder@adcogov.org (or) jgoetzinger@adcogov.org

   Department: Adams County Purchasing  
   Contact: Anna Forristall  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720-523-6297  
   E-mail: aforristall@adcogov.org

   Department: Adams County Attorney's Office  
   Address: 4430 South Adams County Parkway  
   City, State, Zip: Brighton, Colorado 80601  
   Phone: 720.523.6116

Contractor: Trane US, Inc. dba Trane  
Contact: Travis Jeffries  
Address: 445 Bryant Street, Suite 5  
City, State, Zip: Denver, Colorado 80204-4800  
Office: 303-228-3300, Cell: 303-903-3100  
E-mail: travis.jeffries@irco.com

12.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

12.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

12.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
12.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. **AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:**

13.1. **Amendments or Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.

13.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY, COLORADO
BOARD OF COUNTY COMMISSIONERS

Chair: [Signature]  Date: 11/12/19

TRANE US, INC., dba TRANE

Signature: [Signature]  Date: 10/28/19

Printed Name: Jonathan Donahue  Title: Services Sales Leader

Attest:
Josh Zygielbaum, Clerk and Recorder

Deputy Clerk: [Signature]

Approved as to Form: O. Coletti
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver  STATE OF Colorado  SS.

Signed and sworn to before me this 28 day of October, 2019,

by Jonathan Donahue

Renee L. Sherrett
Notary Public

My commission expires on: July 31, 2023
CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

__________________________
Company Name

10/29/2019
Date

__________________________
Signature

Jonathan Donahue
Name (Print or Type)

_________ Sales Leader
Title

Note: Registration for the E-Verify Program can be completed at:
https://www.vis-dhs.com\employerregistration.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering
EXHIBIT A

R'NEWAL™ SERVICES

Trane Office
Trane U.S. Inc. dba Trane
445 Bryant St., Suite 5
Denver, CO 80204-4900

Trane Representative
Tracie Jeffries
Cell: (303) 901-3100
Office: (303) 228-3300

Proposal ID
2474973

Company Name
Adams County
450 South 74th Avenue
BRIGHTON, CO 80601 U.S.A.

Mike VanGorder

Site Address:
Adams County Detention Center
150 North 18th Avenue
BRIGHTON, CO 80601
United States

Quote Number / Co-op Contract Number
20-145970-19-002/USC 15-JLP-023

September 6, 2019
Scope of Service – Series R Rotary Screw Chiller Compressor R'newal Service:

- Starter refresh
  - New contactors, auxiliaries and resistors
- Circuit remove/transfer existing refrigerant (recovery equipment included)
- Renewed compressor is installed per OEM specification and start-up
- Post oil and refrigerant lab analysis
- Depending on unit size and age, the following will be replaced:
  - High pressure cut-out switch
  - Drier cores
  - Oil filter element
  - Pressure relief valve
- Unit up-grades and modifications per unit schedule
- Re-install existing refrigerant that was removed or transferred
- All necessary labor and rigging
- Craning and rigging
- Insulate compressor motor terminals
- Start-up and system checkout
- Shipping and Handling
- Includes Eddy Current Testing on both units
- Factory parts and labor warranty on compressor – see Warranty section (below) for details

Series R R'newal Exchange Compressor Warranty

The 1st-2nd year labor warranty is a standard option and cannot be eliminated from the order. A Trane Service agreement is only required if also ordering the 3-7th year coverage.

The 1st-2nd year R'newal motor/compressor labor warranty runs concurrent to the two-year standard compressor parts warranty. This coverage applies only to the repair/replacement of the parts in the motor/compressor assembly that fall due to a defect in material or manufacture. Standard terms and conditions apply to this warranty.

The labor warranty must be ordered with the R'newal package from Trane (included in below cost)

Items covered by this warranty:

Labor to repair or replace Trane supplied motor/compressor assembly parts that fall in warranty on the unit after R'newal performed by Trane.

Reasonable travel and diagnostic time provided the labor warranty price calculation included the appropriate distance factor.

R'newals will include new serialized data plate for units. These units can be fully depreciated in their first year under current regulations.
Trane Adapтивiew Control Upgrade

Your Trane water-cooled chiller controls are a critical element to the operating success of your facility. Designed for trouble free operation, your present controls have an excellent reputation. There is however a new generation of Trane chiller controls that you may want to consider for your facility.

For older chillers such as yours, users are replacing their existing chiller controls with new Trane controls. Reasons vary but include obsolescence of older controls components, the ability to integrate new Trane controls into their facility management system, and the ability to improve chiller and system efficiency through usage of upgrades such as Trane AFD and variable primary pumping strategies which require new control systems for their operation.

The new Trane Adapтивiew chiller control system combines new color graphic operator interface with advanced processing and communications capability to enhance the usability and functionality of your chiller system. It also allows open protocols for direct communication with other building control systems. By giving a better view into a chiller's inner workings, Tracer Adapтивiew chiller control helps keep building occupants cool and critical processes operational.

The Adapтивiew panel upgrade is the next generation of controls for your chiller. As a planned upgrade, the Adapтивiew control package is designed specifically for your Trane chiller. Oftentimes, it can be done during other periodic maintenance or during shutdown inspections, resulting in minimum disruption to your facility.

An added benefit of the Adapтивiew control family is that it allows our service technicians to use our newest generation of laptop computer based service tools when working on your chiller. In the years to come, you will see how these tools will improve the speed of chiller diagnosis and repair work. It will also provide you with better records — logging of our work and your equipment's performance.

We are excited about the Adapтивiew control family and would encourage you to upgrade your Trane chillers to this exciting new control platform. Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (303) 903-3100
Unit Controls Upgrade

The conversion of existing Trane chiller control system to the current production Tracer™️ AdaptiView™️ display and control system.

AdaptiView Upgrade Scope of Service

- Inspection of chiller to validate operating condition.* Recording present chiller operating configuration and logged data.
- Removal of existing panel door mounted chiller controller.
- Installation of new UC800 chiller controller
- Installation of spring loaded mounting arm and AdaptiView color graphic operator display.
- Installation of new Expansion Valves and Liquid Level Sensors
- Use of Trane service tool to configure AdaptiView chiller controller for proper operation.
- Startup and logging of the chiller.
- Operator training of usage and features of new control system.

* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

Warranty

Warranty – The AdaptiView Panel Upgrade Includes a 5 Year Parts and Labor Warranty

Clarifications

- The existing R-134A will be re-used. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
- Unless specified, upgrades to the motor starter and controls are not included in this proposal.
- The Series R compressor R'newal 5 or 7 year extended warranty requires the purchase of a Trane Service Agreement that includes, at a minimum, an annual chiller inspection, spring start-up, run inspection and an annual oil analysis for the duration of the extended warranty period. The Service Agreement must be purchased for the duration of the Warranty. Cancellation of the service agreement voids the R'newal warranty.
- Labor is at normal working hours only, and excludes labor costs due to unusual equipment access. All crane and rigging costs are included.
PRICING AND ACCEPTANCE

Mike VanGorder / Jeff Goetzinger
Owner
Adams County
450 South 4th Avenue

Site Address:
Adams County Detention Center
150 North 19th Avenue
BRIGHTON, CO 80601
United States

BRIGHTON, CO 80601 U.S.A.

Total Price:........................................................................................................ $282,420.00 USD
  Two Hundred Eighty Two Four Hundred Twenty and 00/100's
  
  • R'newal overhaul (both units) ................................................................. $188,190.00
  • Starter Refresh (both units)..................................................................... $35,123.00
  • Adaptiview Controller Upgrade (both units)......................................... $64,947.00
  • Eddy Current Testing and Reporting (both units)............................... $4,160.00

Clarifications

1. Price does include any applicable taxes (tax exempt for Adams County)
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. Customer is responsible for pulling heads, brushing of tubes, piping removal and re-assembly for Eddy Current portion
5. Does not include any tube sheet repairs or epoxy associated with Eddy Current Testing Results
We 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.

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. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 6 of the attached Terms and Conditions – Quoted Service.

This proposal is valid 30 days from September 6, 2019.

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

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<tr>
<th>Authorized Representative</th>
<th>Submitted By: Travis Jeffries</th>
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<tr>
<td></td>
<td>Proposal Date: September 6, 2019</td>
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<tr>
<td></td>
<td>Cell: (303) 901-3100</td>
</tr>
<tr>
<td></td>
<td>Office: (303) 228-3300</td>
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TERMS AND CONDITIONS – QUOTED SERVICE

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

To obtain repair service within the scope of Services as defined, contact your local Trans District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trans District office is responsible for Trans’s performance of this Agreement. Only Trans authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trans 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, by its duly authorized agent. A Customer shipped 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 modifications. Customer’s order shall be deemed acceptance of the Proposal subject to applicable terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance of (a) terms and conditions other than those expressed herein, or (b) return of such order by Company with Customer’s terms and conditions attached, it shall so notify Company in its notice of objection to Customer’s terms as attached to the Proposal. If Customer does not reject or object to the Proposal within 10 days, the Proposal will be deemed accepted. Customer’s acceptance of the Services by Company will be in any event subject to acceptance by Customer of Company’s terms and conditions for 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 the Proposal, and either Party may cancel the Agreement at any time by giving 30 days written notice of cancellation.

3. Installation 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) within 90 days of the date the 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 considered terminated, and Company will return to Customer, or credit, Customer’s account, the Service Fee of this Agreement that Customer paid to Company. If any, A ten percent (10%) refund 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 Customer. 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 return to Company.

4. Cancellation by Company. The 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 return or Customer, or credit, Customer’s account, the Service Fee, as part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay 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 time prevailing at the time of service. In addition, to the stated Service Fee, Customer shall pay all taxes required to be paid by Company, or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall not be assessed any additional amounts charged by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without notice or demand, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) Any breach of any assignment for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or in liquidation, or if Customer shall make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other enforcement of the provisions of Customer’s Insolvency Act, or if a trustee, receiver, or similar person is appointed of or for the business or assets of Customer; (3) Any misrepresentation or breach of warranty by Customer in its representation to Customer or in its performance of this Agreement; (4) Any material breach or termination of any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages resulting therefrom.

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 or all Services when working conditions could endanger property or the health or safety of employees. Payment for any repairs made will be those selected by Company as suitable for the repair and the repair may be parts not manufactured by Company. Customer must reimburse Trans for services, repairs, and/or replacements performed by Trans 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/and or prices for materials. Prior to Trans performing the additional services, repairs, and/or replacements, Customer may request a separate written quotation 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, perform the Services. Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, and/or local 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, relating 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.

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(6) 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, structural, mechanical issues, plumbing, electrical, or other 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 this Agreement shall be free from defects in material and manufacture for a period of 52 months from the date of equipment start-up or replacement and (b) the labor/portion of the Services of Warranty 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 coterminal 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 replacing or replacing the defective part at its option and to correcting any improperly performed labor/repair. No liability whatsoever shall attach to Company until the Services have been paid for in full. Escalations from this Limited Warranty include claims, 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 materials, refrigerant not supplied by Transe; 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.

PROVISIONS 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. COMPANY DISCLAIMS ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), OR ARISING FROM CUSTOMER'S OR COMPANY'S OR ITS EMPLOYEES' OR AUTHORIZED AGENTS' ACTS OR OMISSIONS, INCLUDING ANY CLAIMS FOR LOSS OF USE, LOSS OF PROFIT, OR OTHER INDIRECT DAMAGES, OR FOR ANY OTHER CONSEQUENCE TO CUSTOMER'S BUSINESS OR ANY OTHER CONTRIBUTION. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF, 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, losses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property caused by the negligence, inattention, or misconduct of the Indemnifying party including, without limitation, its employees or authorized agents in connection with their activities with the Services 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 circumstances 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 ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOSS OF REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL THEORIES) IN CONNECTION WITH 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, OR ANY OTHER LEGAL THEORIES OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICRONAL GROWTH, OR OTHER CONTAMINANTS 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; DESTRUCTION OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATION NETWORKS.

14. Asbestos and Hazardous Materials. The Serviced expressly exclude any identification, statement, 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 will be exclusively responsible for any claims, liability, fees and penalties, and the enforcement 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 assignees or agents have any 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; lighting; 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 (1) 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 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 suffices 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.


19. U.S. Government Contracts. The following provision applies only to direct sales by Company to the U.S. 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" supplies and that are contained in FAR 52.212-2(a)(3). Company complies with FAR 52.219-2 or 52.219-3 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the U.S. Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-33; 52.222-36; 52.222-38; 52.247-4. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has procured 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 under 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 governmental, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (i) 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 out 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; (e) if Customer is in the U.S., in any state or United States court located in the state in which the Services is being performed under this Agreement or if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (f) expressly consents to such Action, and waives any objection to jurisdiction or venue; (e) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (g) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribunal 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 represents and warrants 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.

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1-10.48 (11-14) Supersedes 1-10.48 (0814)
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 AND 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.
- 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 D.O.T. 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.