



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 29, 2026

1:10 PM

ADMINISTRATIVE SERVICES

- [1.](#) Approve the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company.

In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company. **(Deferred from the September 15, 2026 Commission Meeting.**

- [2.](#) Motion to approve the minutes of the September 9, 2026 Administrative Services Committee.



Administrative Services Committee

Meeting Date: Tuesday, September 8th, 2026

Change Order: Building Automation Service and Mechanical Service Agreements – Year 2

Department:	Central Services Department
Presenter:	Horace Green
Caption:	Approve the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company. In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company.
Background:	Under the BAS (Building Automation Service) Service Agreement, Trane will provide building automation services. Detailed service descriptions, frequencies, and covered equipment are found in the attached documentation. Under the Mechanical Service Agreement, Trane will provide mechanical preventative maintenance. Detailed service descriptions, frequencies, and covered equipment are found in the attached documentation.
Analysis:	Trane Company will perform under the Building Automation and Mechanical Maintenance Service Agreements with a term of two (2) years with three (3) one-year extensions.
Financial Impact:	101-01-6210/52.11120 – Funding was approved under the 2026 Operating Budget. 25CSA279 - \$565,375.92 – Mechanical Service Agreement 25CSA279 – \$18,698.50 – Building Automation Service Agreement 25CSA201 – \$317,010.31 – Exhibit G Service Agreement
Alternatives:	A – Approve the request B – Do not approve the request
Recommendation:	Approve the request for the change order to 25CSA279 for the Building Automation Service and Mechanical Service Agreements – Year 2 in the total amount of \$584,074.42 by Trane Company. In addition, approve the request for the change order to 25CSA201 for the Exhibit G Annual Service Agreement – Year 2 in the total amount of \$317,010.31 by Trane Company.

Funds are available in the following accounts: **101-01-6210/52.11120 – Funding was approved under the 2026 Operating Budget.**

25CSA279 - \$565,375.92 – Mechanical Service Agreement

25CSA279 – \$18,698.50 – Building Automation Service Agreement

25CSA201 – \$317,010.31 – Exhibit G Service Agreement



Office of the Administrator

Item 1.

Tameka Allen
Administrator

May 20, 2025

Ron Lampkin, Interim Director
Central Services
2760 Peach Orchard Road
Augusta, GA 30906

Dear Mr. Lampkin:

At the regular meeting held Tuesday, May 20, 2025, the Augusta, Georgia Commission took action on the following:

18. Approved the request for the Building Automation Service and Mechanical Service Agreements – Year 1 in the total amount of \$580,670.97 by Trane Company. (RFQ18-164)

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to be "Tameka Allen", written over the words "In Service," and "Tameka Allen, Administrator".

Tameka Allen, Administrator

TA/nd





TRANE®

SCHEDULED BAS SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Rd
Augusta, GA 30909

Company Name

Augusta-Richmond Cnty
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090

Trane Representative

Chris Gleiter
Cell: 706-726-1536

Sites Included:

See below:

Proposal ID

7818674

Master Agreement

7818674

April 29th, 2025

TRANE
TECHNOLOGIES

EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

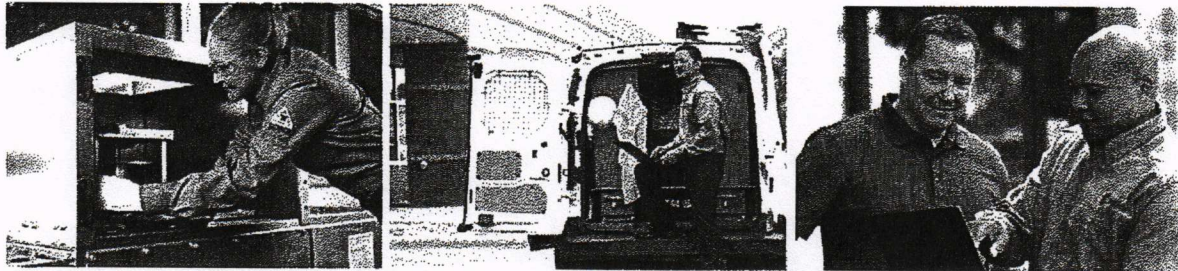
As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively
- Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue consecutive years.

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

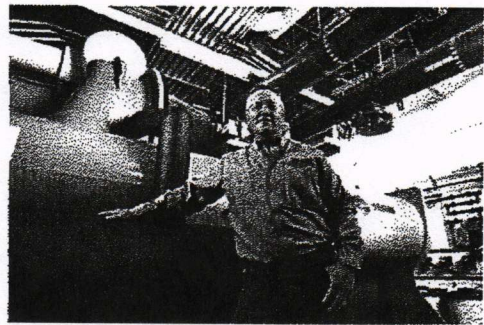
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

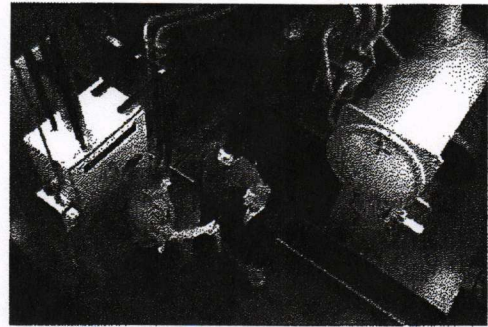
Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures

REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.

HVAC BUILDING AUTOMATION COVERAGE

Augusta Animal Control

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E22F21122	

Service Description

System Analysis and Review (service 1)
IS 10 Point Remote Inspection (Service 2)
Order SMP License (Service 4)
Update SMP License (Service 5)

Quantity Per Term

5
5
5
5

Augusta Utilities Department

The following "Covered Equipment" will be serviced at Augusta Utilities Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E16K19848	

Service Description

System Analysis and Review (service 1)
IS 10 Point Remote Inspection (Service 2)
Order SMP License (Service 4)
Update SMP License (Service 5)

Quantity Per Term

5
5
5
5

Richmond County Sheriffs Admin building

The following "Covered Equipment" will be serviced at Richmond County Sheriffs Admin Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E22F20673	

Service Description

System Analysis and Review (Service 1)
IS 10 Point Remote Inspection (Service 2)
Order SMP License (Service 4)
Update SMP License (Service 5)

Quantity Per Term

1
5
5
5

Diamond Lakes Parks

The following "Covered Equipment" will be serviced at Diamond Lakes Parks:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E16A83319	

Service Description

System Analysis and Review (Service 1)
IS 10 Point Remote Inspection (Service 2)
Order SMP License (Service 4)
Update SMP License (Service 5)

Quantity Per Term

5
5
5
5

Richmond County DFACS

The following "Covered Equipment" will be serviced at Richmond County DFACS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BMX1365169	E18B01179	

Service Description

System Analysis and Review (service 1)
 IS 10 Point Remote Inspection (Service 2)
 Order SMP License (Service 4)
 Update SMP License (Service 5)

Quantity Per Term

5
 5
 5
 5

SITE COVERAGE

The following Sites are included:

Augusta Animal Control	4164 Mack Ln, Augusta, GA 30906
Augusta Utilities department	452 Walker St, Augusta, GA 30906
Augusta Richmond Sherriff Admin	400 Walton Way, Augusta GA 30906
Diamond Lakes Park	103 Diamond Lakes Way, Hephzibah, GA 30815
Richmond County DFACS	520 Fenwick St, Augusta-Richmond, GA 30901

SERVICE CALL PRICING (FOR CALLS OUTSIDE OF CONTRACT)

***** The service call rate outlined below is subject to annual increases. This pricing is valid only as of the date of this contract. *****

Georgia	
HVAC Rates	1/1/2025
Digital Services - Standard Time	\$ 191.00
Digital Services - Overtime Time	\$ 286.50
Digital Services - Premium Time	\$ 382.00
Trip Charge	\$ 69.00
Fuel Charge	\$ 39.00

PRICING AND ACCEPTANCE

Augusta-richmond Cnty
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090

Site Address:
Refer to the Site Coverage Page

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	23,469.11	23,469.11	Annual
Year 2	18,698.50	18,698.50	Annual
Year 3	19,383.04	19,383.04	Annual
Year 4	20,067.53	20,067.53	Annual
Year 5	20,752.07	20,752.07	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on May 31, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Rd, Augusta, GA 30909.

Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

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

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

"TRANE acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by TRANE. TRANE assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

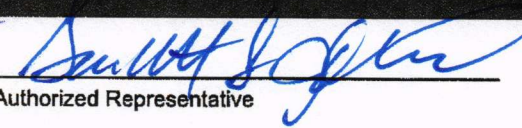
Trane and subcontracts entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. TRANE and subcontracts must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. TRANE shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the TRANE will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

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

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

John

 Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

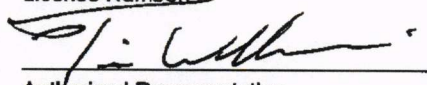
6/10/2025
6/11/2025

Submitted By: Chris Gleiter

Proposal Date: April 29th, 2025

Cell: 706-726-1536

License Number:


 Authorized Representative

Title

Signature Date

6-22-25

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025.
 Total Contract Amount: \$102,370.25 USD.

Optional Year Pricing years 6-10:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Option Year 6	21,437.00	21,437.00	Annual
Option Year 7	22,251.60	22,251.60	Annual
Option Year 8	23,097.17	23,097.17	Annual
Option Year 9	23,974.86	23,974.86	Annual
Option Year 10	24,885.91	24,885.91	Annual

TERMS AND CONDITIONS - 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.

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

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

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

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

5. **Liquidated Damages.** The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

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

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

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

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

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

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

11. TRANE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

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

14. **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 CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL 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.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

16. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or

suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

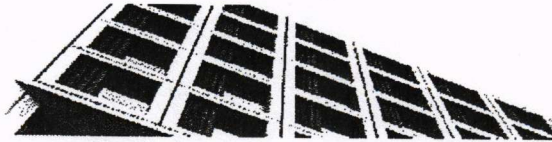
19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

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

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

22. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to Indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-28; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-7 (1024)
Supersedes 1-26.130-7 (0724)


TRANE


SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

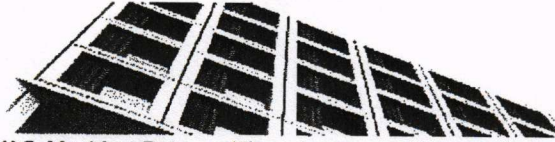
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



TRANE



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

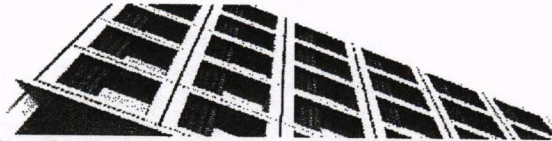
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws"). The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that

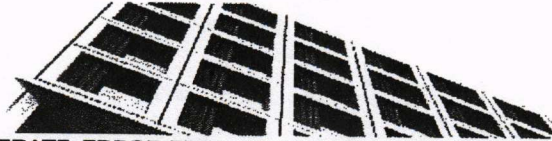
these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should



know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR



THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October
2024 Supersedes:
November 2023v2

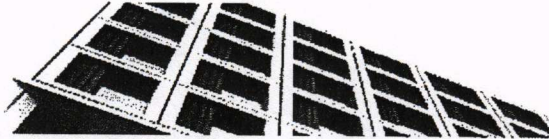
Liquidated damages

- The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

TRANE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

"TRANE acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by TRANE. TRANE assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

Trane and subcontracts entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. TRANE and subcontracts must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. TRANE shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta,



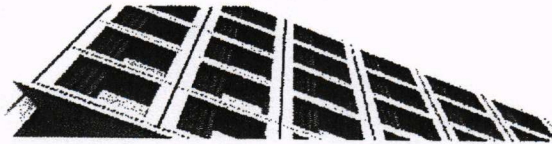
Georgia the TRANE will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

Supersedes: November 2023v2



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

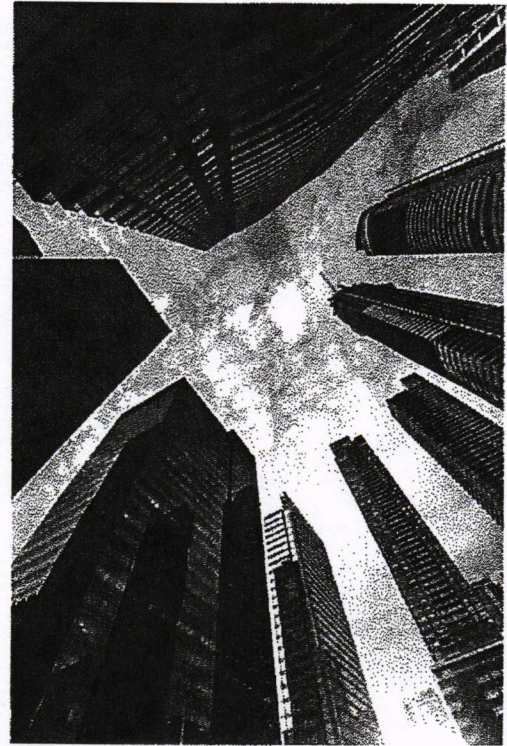
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: System Analysis and Review

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review - 30 Minutes
- Software Service Pack Update (Per Workstation and/or BCU)

Service 1: Software Upgrade and Renew SMP License

Description

- Get SMP License for Customer
- BAS Operational Check - is Everything Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 2: IS 10 Point Remote Inspection

Description

- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Area Review
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 3: IS 10 Point Remote Inspection

Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 4: Order SMP License

Description

- Order SMP License

Augusta-Richmond Cnty - 5yr BAS Sched Maint 2025
Proposal ID: 7818674



Service 5: Update SMP License
Description

- Update SMP License



SCHEDULED MECHANICAL SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Rd
Augusta, GA 30909

Company Name

Augusta-Richmond County
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090

Trane Representative

Chris Gleiter
Cell: 706-726-1536

Sites Included:

Refer to the Site Coverage Page

Proposal ID

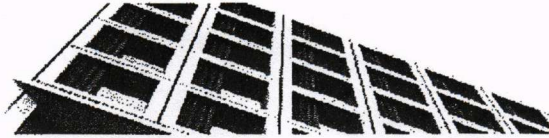
7412053

Master Agreement

7412053

April 29th, 2025

TRANE
TECHNOLOGIES



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively
- Contract will auto renew contingent upon receiving PO and written confirmation from customer to continue consecutive years.

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

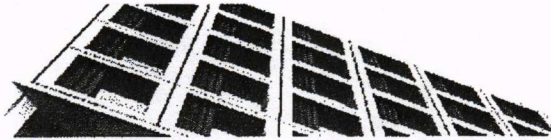
Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

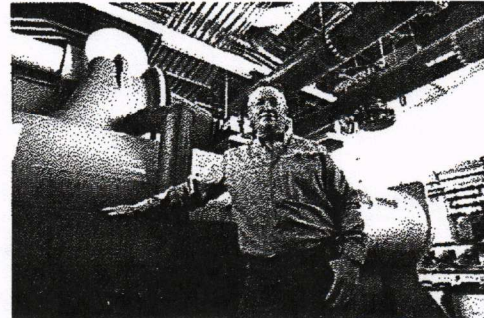
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

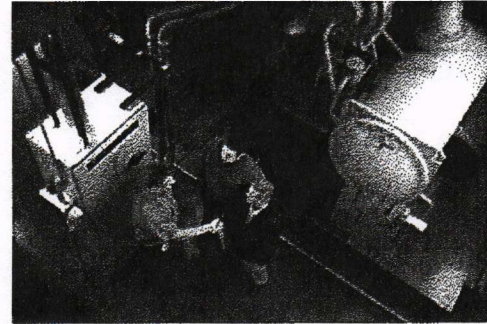
Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

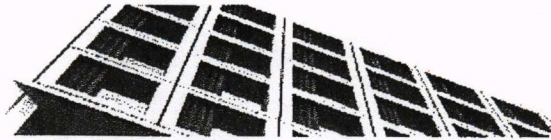
- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



HVAC EQUIPMENT COVERAGE

Augusta Animal Control

The following "Covered Equipment" will be serviced at Augusta Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM070A2W	U20H82687	

Service Description

Quantity Per Term

CMSA SCROLL CGAM Digital Inspection Setup (Service 28)
CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site (Service 29)

5
10

Augusta Aquatic Center

The following "Covered Equipment" will be serviced at Augusta Aquatic Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	PBN2001	2020119233694	Boiler #1
Boilers - Generic	1	Other	PEERLESS B	NS-3992309	

Service Description

Quantity Per Term

Annual Seasonal Maintenance. (Service 7)
Boiler Semi-Annual Maintenance (Service 8)

5
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Other	SA60E	2720627315	

Service Description

Quantity Per Term

Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 52)
Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance (Service 60)

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	191324752F	
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	20094ML12F	
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	2016237A2F	
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	2016238H2F	
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	201624BB2F	
Split System Air Conditioners - Generic	1	Trane	4TWA4060A4	201624DJ2F	

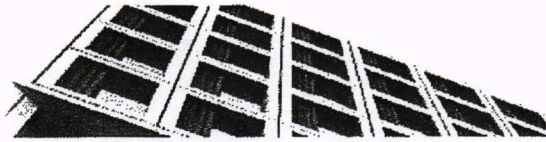
Service Description

Quantity Per Term

Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) (Service 55)

5

Augusta-Richmond County - 5 yr Sched Maint 2025
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**Service Description**

Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser)
(Service 63)

Quantity Per Term
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Other	LCS2814-03	F2040000046	CU-2
Split System Air Conditioners - Generic	1	Other	LCS8214-03	F2040000050	CU-1

Service Description

Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser)
(Service 55)

Quantity Per Term
5

Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser)
(Service 64)

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Computer Room Air Conditioners-Generic	1	Other	AHU	NS-3992308	
Computer Room Air Conditioners-Generic	1	Other	AHU	NS-3992310	

Service Description

Split System Computer Room Unit Annual Maintenance (Service 56)

Quantity Per Term
5

Split System Computer Room Unit Quarterly Maintenance (Service 69)

10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20074R5L1V	
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20125G861V	
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20131JLS1V	
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20133G8K1V	
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20181ELM1V	
Split System Air Conditioners - Generic	1	Trane	GAM5B0C60M	20181EMC1V	

Service Description

Split System Air Handler Annual Maintenance (Service 58)

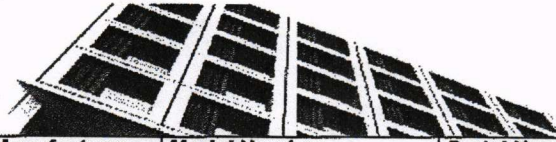
Quantity Per Term

Split System Air Handler Operational Maintenance (Service 68)

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201010245L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201010262L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201210136L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G3RL	201210576L-R	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	184914865L	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	194610992L	
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	201710633L	

Augusta-Richmond County - 5 yr Sched Maint 2025
Proposal ID: 7412053



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC048G4RL	201710711L	

Service Description

Precedent Cooling Pre-Season Annual Start-Up (Service 79)
Precedent Heating Pre-Season Annual Start-Up (Service 80)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Armstrong Pumps Inc	PUMP 1	0520 5.25	
Pumps	1	Armstrong Pumps Inc	PUMP 2	NS-21864597	PUMP 2
Pumps	1	Bell and Gossett	PUMP	NS-21864594	PUMP 3
Pumps	1	Bell and Gossett	PUMP	NS-21864595	PUMP 2
Pumps	1	Bell and Gossett	PUMP	NS-21864596	PUMP 1
Pumps	1	Bell and Gossett	PUMP 4	PRD30634-2	Pump 4

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

5

Augusta GA Municipal Building

The following "Covered Equipment" will be serviced at Augusta GA Municipal Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13J46624	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13J46625	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T13K50951	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F26950	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F27574	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F27575	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14F30505	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14G32667	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036A1G	T14G32668	

Service Description

Annual Seasonal Maintenance. (Service 4)
Replace Air Filters (Service 78)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Marley Cooling Technologies	AT29-824	13-542274	

Service Description

Belt Change (Cooling Tower) (Service 6)
Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30)
Gearbox Oil Change (Cooling Tower) (Service 31)

Quantity Per Term

5
5
5

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA300FAA	L22J02850	C-1

Service Description

Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)
CMSA CTV HDWA Digital Inspection Setup (Service 20)
CMSA CTV HDWA Remote Chiller Inspection - 1st Chiller for Site (Service 21)

Quantity Per Term

10
5
5
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA300FAA	L22J02852	C-2

Service Description

Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)
CMSA CTV HDWA Digital Inspection Setup (Service 20)
CMSA CTV HDWA Remote Chiller Inspection - Additional Chiller(s) for Site (Service 22)

Quantity Per Term

10
5
5
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA006UBG	K14A05700	
Performance Climate Changer	1	Trane	CSAA010UBG	K14A05687	

Service Description

M Series Annual (Service 40)
M Series Quarterly (Service 43)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1510-BD-87	C175105-01J31-1	
Pumps	1	Bell and Gossett	1510-BD-87	C175105-01J31-2	
Pumps	1	Bell and Gossett	E1510-4BD-	PRD37667-1 K32	PCWP-1
Pumps	1	Bell and Gossett	E1510-4BD-	PRD37667-2 K32	PCWP-2
Pumps	1	Bell and Gossett	E1510-5EB-	PRD37666-1 H32	CTP-1
Pumps	1	Bell and Gossett	E1510-5EB-	PRD37666-2 H32	CTP-2

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

5

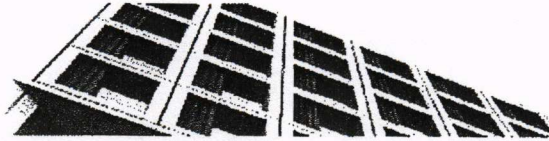
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		
BCHD Blower Coil ahu	1	Trane	BCVC		

Augusta IT

The following "Covered Equipment" will be serviced at Augusta IT:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	SEHLF204DL	C14H05505	RTU 1

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**Service Description**

CMSA IPAK SEHL Digital Inspection Setup (Service 23)
CMSA IPAK SEHL Remote Inspection - 1st IPAK for Site (Service 24)
Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 32)
Intellipak Rooftop Electric Heat Pre-Season Annual Start Up (Service 33)
Intellipak Rooftop Quarterly Inspection (Service 34)
Belt Replacement. (Service 35)

Quantity Per Term

5
10
5
5
15
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
20-75 Ton Packaged Industrial Rooftop	1	Trane	SEHLF204DL	C14H05506	RTU-2

Service Description

CMSA IPAK SEHL Digital Inspection Setup (Service 23)
CMSA IPAK SEHL Remote Inspection - Additional IPAK(s) for Site (Service 25)
Intellipak Rooftop Cooling Pre-Season Annual Start Up (Service 32)
Intellipak Rooftop Electric Heat Pre-Season Annual Start Up (Service 33)
Intellipak Rooftop Quarterly Inspection (Service 34)
Belt Replacement. (Service 35)

Quantity Per Term

5
10
5
5
15
5

Augusta Richmond County Sheriff's Office

The following "Covered Equipment" will be serviced at Augusta Richmond County Sheriff's Office:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	900,000 BT	NS-3748839	

Service Description

Annual Seasonal Maintenance. (Service 7)
Boiler Semi-Annual Maintenance (Service 8)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM080F2F	U11M27120	

Service Description

CMSA SCROLL CGAM Digital Inspection Setup (Service 28)
CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site (Service 29)

Quantity Per Term

5
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA021UAC	K11L24369A	1ST FLOOR AHU
Performance Climate Changer	1	Trane	CSAA025UAC	K11L24382A	

Service Description

M Series Annual (Service 40)
M Series Quarterly (Service 43)

Quantity Per Term

5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Daikin Industries Ltd	FTXB24BXVA	K006533	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	1002361T	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	1002390T	
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	NS-21862588	

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Mitsubishi Electric US Inc	MSY-GE24NA	NS-21862590	

Service Description

NTP Ductless High Wall Indoor Unit Annual Inspection (Service 70)
NTP Ductless High Wall Indoor Unit Semi-Annual Inspection (Service 73)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Daikin Industries Ltd	RXB24BXVJU	K009827	
VRF Systems	1	Mitsubishi Electric US Inc	MUY-GE24NA	1001221	
VRF Systems	1	Mitsubishi Electric US Inc	MUY-GE24NA	1001227	
VRF Systems	1	Mitsubishi Electric US Inc	MUY-GE24NA	1001228	
VRF Systems	1	Mitsubishi Electric US Inc	MUY-GE24NA	1001298	

Service Description

NTP Mini Split Condenser Annual Inspection (Service 71)
NTP Mini Split Condenser Semi-Annual Inspection (Service 74)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E1510 SSF	PRD38986 A42	

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

5

Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN30B005	0105F00789	
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B	0105F00906	AHU 1
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B005	0105F00905	
Central Station Air Handlers - Generic	1	Carrier Corporation	39MN36B005	0105F00925	

Service Description

Annual Seasonal Maintenance. (Service 1)
Central Air Handler Quarterly Maintenance (Service 65)

Quantity Per Term

5
15

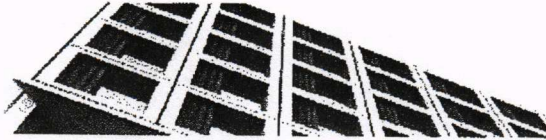
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Other	H3 3500-N-	50360582	B-1

Service Description

Annual Seasonal Maintenance. (Service 7)
Boiler Semi-Annual Maintenance (Service 8)

Quantity Per Term

5
5



Diamond Lakes Park

The following "Covered Equipment" will be serviced at Diamond Lakes Park:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC2004U1	U15G02619	CH-1

Service Description

CMSA SCREW RTAC Digital Inspection Setup (Service 26)

Quantity Per Term

5

CMSA SCREW RTAC Remote Chiller Inspection - 1st Chiller for Site (Service 27)

10

Employee Wellness Center

The following "Covered Equipment" will be serviced at Employee Wellness Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Trane	TRUZA0421K	27U005737H1M53	
VRF Systems	1	Trane	TRUZA0421K	2ZU007917H1M53	

Service Description

NTP Mini Split Heat Pump Condenser Annual Inspection (Service 72)

Quantity Per Term

5

NTP Mini Split Heat Pump Condenser Semi-Annual Inspection (Service 75)

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	TPVA0A0421	23G0013432P813	
Split System Air Conditioners - Generic	1	Trane	TPVA0A0421	24G0015932P813	

Service Description

Multi Position Air Handler Annual Inspection (Service 88)

Quantity Per Term

5

Multi Position Air Handler Semi-Annual Inspection (Service 89)

5

Richmond County DFACS

The following "Covered Equipment" will be serviced at Richmond County DFACS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Chiller CGAX_CXAX: Conquest	1	Trane	RTAC185	U16D05412	CHILLER 1

Service Description

CMSA SCREW RTAC Digital Inspection Setup (Service 26)

Quantity Per Term

5

CMSA SCREW RTAC Remote Chiller Inspection - 1st Chiller for Site (Service 27)

10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA040UAL	K16J72003	
Performance Climate Changer	1	Trane	CSAA080UAL	K16J71993	

Service Description

M Series Annual (Service 40)

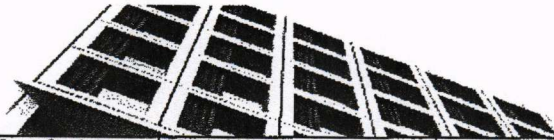
Quantity Per Term

5

M Series Quarterly (Service 43)

20

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Carrier Corporation	40MAQ	NS-21864624	

Service Description

NTP Ductless High Wall Indoor Unit Annual Inspection (Service 70)
NTP Ductless High Wall Indoor Unit Quarterly Inspection (Service 76)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Carrier Corporation	38MARBQ18A	0421V30899	

Service Description

NTP Mini Split Condenser Annual Inspection (Service 71)
NTP Mini Split Condenser Quarterly Inspection (Service 77)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Other	01018OT3E2	1033710493	
Pumps	1	Other	01018OT3E2	1038710491	

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC185AU1	U16F05412	

Service Description

RTAC Annual (Solution Coil Cleaning) (Service 82)
RTAC Annual (Water Coil Cleaning) (Service 83)
RTAC Quarterly Inspection (Service 84)
RTAC Quarterly Inspection (Service 85)

Quantity Per Term

5
5
15
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Trane	NTXSKS15A1	13U0046465PJ2C	

Service Description

Mini Split Heat Pump Condenser Annual Inspection (Service 86)
Mini Split Heat Pump Condenser Quarterly Inspection (Service 90)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VRF Systems	1	Trane	TPKFYP030K	03M0038465TKLZ	

Service Description

Wall Mounted Ductless Indoor Unit Annual Inspection (Service 87)
Wall Mounted Ductless Indoor Unit Quarterly Inspection (Service 91)

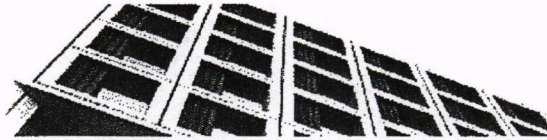
Quantity Per Term

5
20

Richmond County Human Resources Department

The following "Covered Equipment" will be serviced at Richmond County Human Resources Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Other	PY4GNAF300	0821F50363	
Rooftop Air Conditioners - Generic	1	Other	PY4GNAF300	1621F48942	

**Service Description**

Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 51)
Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance (Service 59)

Quantity Per Term

5

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BAYHTR1508	2317B1EU0X	
Vertical Self-Contained Air Conditioners	1	Trane	BAYHTR1508	2317B1EUPX	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	48TCDM08A2	2018P35489	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	48TCEDM08A	1420P94555	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	50KCQA04A2	2620C80281	
Vertical Self-Contained Air Conditioners	1	Carrier Corporation	50TCQD08A2	0920P37781	

Service Description

NTP Packaged Vertical Self Contained Air Cooling Annual Maintenance (Service 54)
NTP Packaged Vertical Self Contained Air Heating Annual Maintenance (Service 62)

Quantity Per Term

5

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YSC102H3EL	193711631L	

Service Description

Precedent Cooling Pre-Season Annual Start-Up (Service 79)
Precedent Heating Pre-Season Annual Start-Up (Service 80)

Quantity Per Term

5

5

Richmond County Judicial Center

The following "Covered Equipment" will be serviced at Richmond County Judicial Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01169	Chiller 1
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01170	Chiller 2

Service Description

Centrifugal Annual Inspection (Service 11)
Centrifugal Quarterly Inspection (Service 14)

Quantity Per Term

5

15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM060F2Y	U22J04166	

Service Description

CGAM Annual Inspection (Service 15)
CGAM Quarterly Inspection (Service 16)

Quantity Per Term

5

15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Marley Cooling Technologies	NA10011950	10011950-A2-NC8305HGG-09	CT-1

Service Description

Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30)
Gearbox Oil Change (Cooling Tower) (Service 31)

Quantity Per Term

5

5

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB066UA0	K09G15695	
Makeup Air Handlers - Generic	1	Trane	MCCB066UA0	K09G15722	

Service Description

Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 53)
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 61)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB050UA0	K09G15677	
Makeup Air Handlers - Generic	1	Trane	MCCB050UA0	K09G15686	
Makeup Air Handlers - Generic	1	Trane	MCCB066N0G	K09G15705	

Service Description

Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 53)
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 61)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB066N0G	K09G15714	

Service Description

Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 53)
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 61)

Quantity Per Term

5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	213TTDC602	90011	
Pumps	1	Bell and Gossett	213TTDC602	90014	
Pumps	1	Bell and Gossett	213TTDC602	90025	
Pumps	1	Bell and Gossett	E1510-SSF-	PRD37819-H32	
Pumps	1	Bell and Gossett	G38030	P-02-7340276-0021-M-0001	
Pumps	1	Bell and Gossett	G38030	P-02-7340276-0021-M-0003	

Service Description

Annual Pump Maintenance (Service 81)

Quantity Per Term

5

Webster Detention Center f k a Phinizy Rd Jail

The following "Covered Equipment" will be serviced at Webster Detention Center f k a Phinizy Rd Jail:

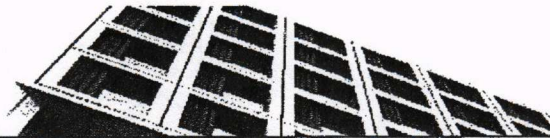
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB	NS-21862451	

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB	NS-21862452	
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29128	
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29129	
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242DD	R96M29122	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC012G1G	T13D18075	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC012G2D	T09J20942	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC012G2D	T09J20946	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G1G	T13D18037	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20936	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20938	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20940	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20941	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20943	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20944	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC018G2D	T09J20948	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D18038	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D18039	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC024G1G	T13D23606	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09F04752	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20945	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20947	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC036G2D	T09J20950	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC054G1G	T13D18040	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC054G2D	T09J20937	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC054G2D	T09J20939	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC072G1G	T13D18041	
Vertical Self-Contained Air Conditioners	1	Trane	BCHE024DAA	H23D40167	AHU-6E
Vertical Self-Contained Air Conditioners	1	Trane	BCHE024DAA	H23D40169	AHU-10E
Vertical Self-Contained Air Conditioners	1	Trane	BCHE036DAA	H23D40170	AHU-11E

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHE036GAA	H23D40168	AHU-9E
Vertical Self-Contained Air Conditioners	1	Trane	BCHE090GAA	H23D40166	AHU-3D

Service Description

Annual Seasonal Maintenance. (Service 2)
Replace Air Filters (Service 78)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29113	
Vertical Self-Contained Air Conditioners	1	Trane	BCHB0242AD	R96M29116	
Vertical Self-Contained Air Conditioners	1	Trane	BCHC012G2D	T09J20949	

Service Description

Annual Seasonal Maintenance. (Service 3)
Replace Air Filters (Service 78)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Trane	BCVB0242AD	R96M29120	
Vertical Self-Contained Air Conditioners	1	Trane	BCVB0242AD	R96M29130	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC024G1G	T13D18045	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC036G1G	T13D18042	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D18043	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D18044	
Vertical Self-Contained Air Conditioners	1	Trane	BCVC072G1G	T13D23607	

Service Description

Annual Seasonal Maintenance. (Service 5)
Replace Air Filters (Service 78)

Quantity Per Term

5
20

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Baltimore Aircoil	S15E-1212-	U221431502-01-01	CT-1
Mechanical-Draft Towers	1	Marley Cooling Technologies	NC8302ALIS	NC-10006775-A1	CT-2

Service Description

Belt Change (Cooling Tower) (Service 6)
Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells) (Service 30)
Gearbox Oil Change (Cooling Tower) (Service 31)

Quantity Per Term

5
5
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA	L22J02850	C-1
Centrifugal Liquid Chillers - Generic	1	Trane	HDWA	L22J02852	C-2

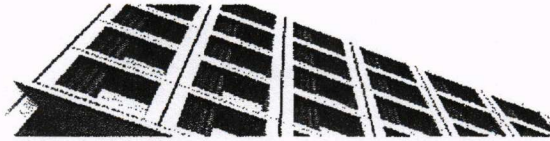
Service Description

Water Cooled Centrifugal Chiller Seasonal Start Up (Service 9)

Quantity Per Term

10

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Service Description
Water Cooled Centrifugal Chiller Annual Inspection (Service 12)

Quantity Per Term
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE025GA5	L13D01609	

Service Description
Centrifugal Annual Inspection (Service 10)
Centrifugal Quarterly Inspection (Service 13)
CMSA CTV CVHE Digital Inspection Setup (Service 17)
CMSA CTV CVHE Remote Chiller Inspection - 1st Chiller for Site (Service 18)

Quantity Per Term
5
15
5
10

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE032FA4	L09J01538	

Service Description
Centrifugal Annual Inspection (Service 10)
Centrifugal Quarterly Inspection (Service 13)
CMSA CTV CVHE Digital Inspection Setup (Service 17)
CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site (Service 19)

Quantity Per Term
5
15
15
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00016	CTV02
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00061	CTV01

Service Description
CMSA CTV CVHE Digital Inspection Setup (Service 17)
CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site (Service 19)

Quantity Per Term
10
5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF	K96M10185A	AHU-1B
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF	K96M10202A	AHU-1A
Makeup Air Handlers - Generic	1	Trane	MCCA035ABF	K96M10464A	AHU-1C

Service Description
M Series Annual (Service 41)
M Series Quarterly (Service 44)

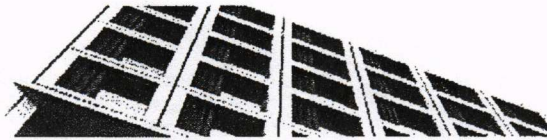
Quantity Per Term
5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Trane	MCCB006UA0	K09J34318	
Makeup Air Handlers - Generic	1	Trane	MCCB017XAD	K09F06428	
Makeup Air Handlers - Generic	1	Trane	MCCB025XAD	K09J34330	
Makeup Air Handlers - Generic	1	Trane	MCCB030UA0	K09J34279	
Makeup Air Handlers - Generic	1	Trane	MCCB030UA0	K09J34310	

Service Description
M Series Annual (Service 42)
M Series Quarterly (Service 45)

Quantity Per Term
5
15

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Service Description

Quantity Per Term

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA010UD0	K13C18512	AHU 1I
Performance Climate Changer	1	Trane	CSAA017UAD	K13C18500	

Service Description

M Series Annual (Service 40)
M Series Quarterly (Service 43)

Quantity Per Term

5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Energy Recovery System	1	Greenheck	ERV-522H-3	11978789	ERV-1G
Energy Recovery System	1	Greenheck	ERV421H-15	11978790	ERV-2F
Energy Recovery System	1	Greenheck	ERV521H-15	11978788	ERV-1F
Energy Recovery System	1	Loren Cook Company	5500 ERVH	044SE66856-02-0000701	ERV-1I

Service Description

Annual Seasonal Maintenance. (Service 46)
Operating Inspection (Service 47)

Quantity Per Term

5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	1	Other	HDA-500-F-	148393-230518-001 WA	H-1
Unit Heaters - Generic	1	Other	HDA-600-F-	148393-230518-002	H-2

Service Description

Annual Seasonal Maintenance. (Service 48)

Quantity Per Term

5

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Central Station Air Handlers - Generic	1	Trane	PSCA017UAA	H22M54969A	
Central Station Air Handlers - Generic	1	Trane	PSCA018UAA	H22M54975A	AHU-8E

Service Description

Central Air Handler Cooling Pre-Season Annual Maintenance (Service 49)
Central Air Handler Quarterly Maintenance (Service 66)

Quantity Per Term

5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	KCC International	OAGD360A4	OA277941-1-1	RTU-D-1-1
Rooftop Air Conditioners - Generic	1	KCC International	OAGD360A4	OA277941-2-1	RTU-D-2-1

Service Description

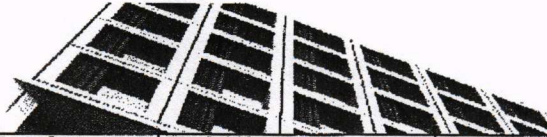
Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance (Service 50)
Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance (Service 57)
Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance (Service 67)

Quantity Per Term

5
5
15

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E-1510 3AD	PRD38022 J32	P2FC
Pumps	1	Bell and Gossett	E-1510 3BD	PRD38024-1 J31	P1FC

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Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	E-1510 3BD	PRD38024-2 J32	P1FC
Pumps	1	Bell and Gossett	E-1510 4AC	C156978-01C31	P-2 "FC"
Pumps	1	Bell and Gossett	E-1510 4AC	C166979-01D31	P3FC
Pumps	1	Bell and Gossett	E-1510 4AD	PRD-14897	P4FC
Pumps	1	Bell and Gossett	E-1510 4AD	PRD38025 J32-1	P-1
Pumps	1	Bell and Gossett	E-1510 4AD	PRD38025 J32-2	P-2
Pumps	1	Bell and Gossett	E-1510 5BD	PRD38021-1 J32	P-5
Pumps	1	Bell and Gossett	E-1510 5BD	PRD38021-2 J32	P-6
Pumps	1	Bell and Gossett	E-1510 5EB	PRD38023-1 H32	P-3
Pumps	1	Bell and Gossett	E-1510 5EB	PRD38023-2 H32	P-4
Pumps	1	Other	CO96803-01	C-MM207067-FR24	P-7

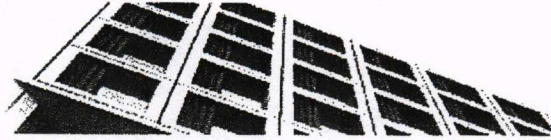
Service Description
Annual Pump Maintenance (Service 81)

Quantity Per Term
5

SERVICE CALL PRICING (FOR CALLS OUTSIDE OF CONTRACT)

**** The service call rate outlined below is subject to increases. This pricing is valid only as of the date of this contract. ****

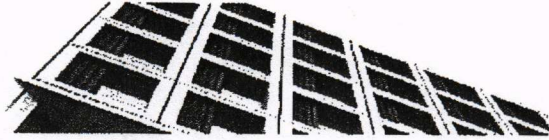
Georgia	
HVAC Rates	2/21/2025
Applied - Standard Time	\$ 178.00
Applied - Overtime Time	\$ 267.00
Applied - Premium Time	\$ 356.00
Trip Charge	\$ 69.00
Fuel Charge	\$ 39.00



SITE COVERAGE

The following Sites are included:

Augusta Animal Control	4164 Mack Ln, Augusta, GA 30906
Augusta Aquatic Center	3157 Damascus Rd, Augusta, GA 30909
Augusta GA Municipal Building	535 Telfair St, Augusta-Richmond, GA 30901
Augusta IT	535 Telfair St Bldg 2000, Augusta-Richmond, GA 30901
Augusta Richmond County Sheriffs Office	400 Walton Way, Augusta-Richmond, GA 30901
Diamond Lakes Park	103 Diamond Lakes Way, Hephzibah, GA 30815
Employee Wellness Center	507 Telfair Street, Augusta, GA 30901
Richmond County DFACS	520 Fenwick St, Augusta-Richmond, GA 30901
Richmond County Human Resources Department	520 Fenwick Street, Augusta, GA 30901
Richmond County Judicial Center	735 James Brown Blvd, Augusta-Richmond, GA 30901
Webster Detention Center f k a Phinizy Rd Jail	1941 Phinizy Rd, Augusta, GA 30906



PRICING AND ACCEPTANCE

Augusta-Richmond County
535 TELFAIR ST SUITE 800
Augusta, GA 30901-3090

Site Address:
Refer to the Site Coverage Page

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	557,201.86	557,201.86	Annual
Year 2	565,375.92	565,375.92	Annual
Year 3	607,717.88	607,717.88	Annual
Year 4	614,132.42	614,132.42	Annual
Year 5	648,405.43	648,405.43	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning June 1st, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

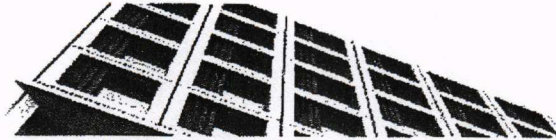
Following expiration of the initial term on May 31, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Rd, Augusta, GA 30909.

Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

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



this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

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

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

"TRANE acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by TRANE. TRANE assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

Trane and subcontracts entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. TRANE and subcontracts must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. TRANE shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the TRANE will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

Augusta-Richmond County - 5 yr Sched Maint 2025

Proposal ID: 7412053

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Chris Gleiter

Printed Name

Proposal Date: April 29th, 2025

Cell: 706-726-1536

Title

License Number:

Purchase Order

Authorized Representative

Acceptance Date

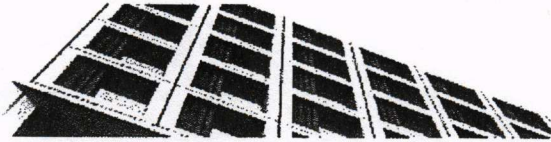
Title

Signature Date 5-22-25

The Initial Term of this Service Agreement is 5 years, beginning June 1, 2025.
Total Contract Amount: \$2,992,833.51 USD.

Optional Year Pricing years 6-10:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Option Year 6	687,309.30	687,309.30	Annual
Option Year 7	713,510.82	713,510.82	Annual
Option Year 8	740,624.24	740,624.24	Annual
Option Year 9	768,767.96	768,767.96	Annual
Option Year 10	797,981.14	797,981.14	Annual


TRANE


TERMS AND CONDITIONS - 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.

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

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

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

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

5. **Liquidated Damages.** The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

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

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

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

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

10. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural

Augusta-Richmond County - 5 yr Sched Maint 2025

Proposal ID: 7412053

supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

11. TRANE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

14. **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 CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL 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.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY

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OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

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

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

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

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

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

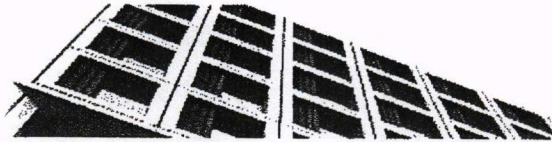
19. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

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

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

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

1-26.130-7 (1024)
Supersedes 1-26.130-7 (0724)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no


TRANE


longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**"). The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.
Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.
TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
 Supersedes: November 2023v2

Liquidated damages

- The parties acknowledge that due to: (i) the substantial and complicated nature of the services provided pursuant to this Agreement; (ii) the necessities of Augusta, Georgia to reduce overhead and costs in the administration, oversight, and nature of the Agreement; (iii) the high likelihood of minor but palpable breaches of this Agreement; (iv) that each breach will differ in the amount of actual damages suffered by Augusta, Georgia; and (v) that the cost of determining actual damage of each breach will far exceed the amount of actual damages to Augusta, Georgia. Based on the foregoing, the parties agree and consent that liquidated damages of \$1,000.00 is a reasonable sum, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred with any breach of this Agreement. Trane agrees to pay as liquidated damages to Augusta, Georgia the amount of \$1,000 for each occurrence of breach during the duration of the Contract. The parties agree that these provisions for liquidated damages are not intended to operate as penalties. The parties shall agree upon a form and manner for communicating the breach. Augusta, Georgia's failure to claim a breach of this Agreement pursuant to this term shall not be considered as a waiver of a claim of that breach. Unless otherwise agreed to in writing, the liquidated damages shall function as a credit to the amount owed by Augusta, Georgia and will decrease any amounts owed to TRANE per the schedule of maintenance on page 21. This included all services provided by TRANE that are listed for all locations in the HVAC Equipment Coverage that have a listed Term for maintenance, except for authorized extensions of time by the AUGUSTA, GEORGIA. Upon the sole discretion of Augusta, Georgia, if the amount of damages for a particular breach of this contract is grossly disproportionate and unreasonable to be resolved in the amount of \$1,000.00, Augusta, Georgia shall not be bound by the provisions of this Agreement.

TRANE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by TRANE for the purpose of securing business and that TRANE has not received any non-AUGUSTA, GEORGIA fee related to this Agreement without the prior written consent of the AUGUSTA, GEORGIA. For breach or violation of this warranty, AUGUSTA, GEORGIA shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

"TRANE acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, TRANE is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of TRANE's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the TRANE may be precluded from recovering payment for such unauthorized goods or services. Accordingly, TRANE agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the TRANE provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by TRANE. TRANE assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

Trane and subcontracts entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. TRANE and subcontracts must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. TRANE shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the TRANE will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontract affidavit provided in Rule 300-10-01-.08 or a substantially similar form. TRANE shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

The Parties acknowledge that both TRANE and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, TRANE acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by TRANE as to any records or data in the County's possession.

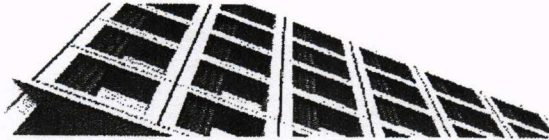
Upon execution of this Agreement, TRANE shall designate in writing that one or more of its officers shall be the open records officer for TRANE in accordance with the Open Records Act. In the event that TRANE receives a request for records under the Open Records Act, TRANE shall notify County within two business days by sending an email, return receipt requested, [dedicated email address we create]. TRANE shall provide County with copies of all records proposed for production prior to responding to

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such request. TRANE shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. TRANE shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. TRANE shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and TRANE's complete compliance with the provisions of this section shall be performed at no cost to County.

TRANE assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that TRANE produces material records that are subject to withholding under the Open Records Act, and it would be impossible or very difficult to accurately estimate the damages and harm caused to County by such production, then TRANE shall pay County the sum of \$1,000.00 per request as liquidated damages. The Parties intend that these liquidated damages shall constitute compensation, and not a penalty, and that the liquidated damages are a reasonable estimate of the anticipated or actual harm that might arise from a breach by TRANE. Where actual damages are calculable, then County shall reserve the right to seek actual damages for the harm caused by such production instead of liquidated damages. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

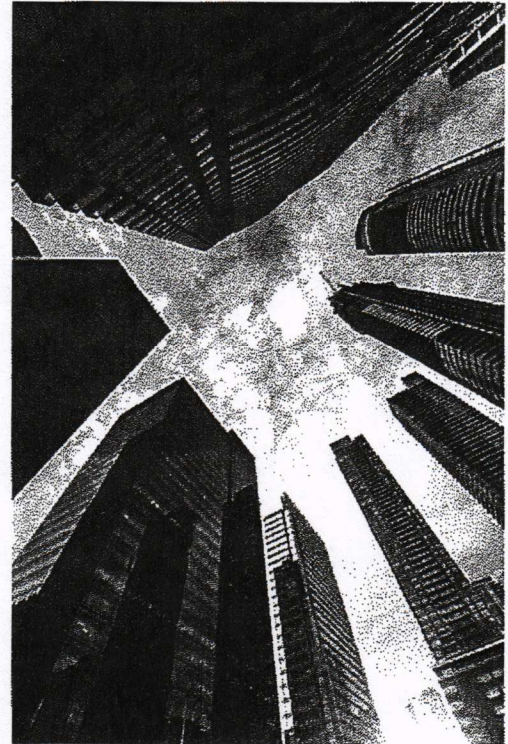
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service workflow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check the sheave's and pulley's for wear and alignment.
- Check the belts for tension, wear, cracks, and glazing.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Meg the motor and record readings
- Verify proper operation of the condensate drain.
- Verify clean filter.
- Replace clogged or dirty filters as necessary.
- Verify clean coils
- Verify smooth fan operation.
- Verify proper operation of the spray pump, if applicable.
- Test the operation of the low static pressure safety device, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Check the contactor (s) for free and smooth operation.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 2: Annual Seasonal Maintenance.

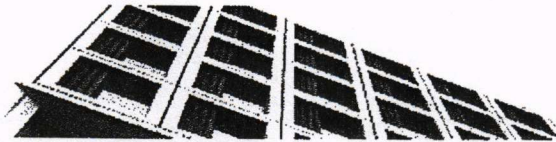
Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify clean condensate pan.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 3: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.


TRANE


- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Check dampers for wear, security and linkage adjustment.
- Replace belt's as necessary.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify clean condensate pan.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

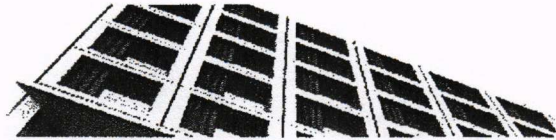
Service 4: Annual Seasonal Maintenance.
Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Verify smooth fan operation.
- Verify clean condensate pan.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 5: Annual Seasonal Maintenance.
Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Inspect the fan wheel and shaft for wear and clearance.
- Replace belt's as necessary.
- Check dampers for wear, security and linkage adjustment.
- Verify proper operation of the condensate drain.
- Replace clogged or dirty filters as necessary.
- Verify smooth fan operation.
- Lubricate the motor bearings, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Clean the starter cabinet and starter components
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting, if applicable.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 6: Belt Change (Cooling Tower)
Description



- Belt Replacement.

Service 7: Annual Seasonal Maintenance.

Description

- Annual Seasonal Maintenance.
- Report in with customer representative.
- Secure and drain the boiler.
- Open the fire and water side for cleaning and inspection.
- Check the heating surfaces and water side for corrosion, pitting, scale, blisters, bulges and soot.
- Inspect the refractory.
- Check the expansion tank and drain if needed.
- Clean the fire inspection glass.
- Check the blow-down valve packing and lubricate.
- Check and test boiler blow-down valve.
- Perform hydrostatic test, if required.
- Check the gas train isolation valves for leaks.
- Check the gas supply piping for leaks.
- Check the gas pilot solenoid valve for wear and leaks.
- Check the main gas and the pilot gas regulators for wear and leaks.
- Test the low gas pressure switch. Calibrate and record setting.
- Test the high gas pressure switch. Calibrate and record setting.
- Verify the operation of the burner fan air flow switch.
- Inspect and clean the burner assembly.
- Inspect and clean the pilot igniter assembly.
- Inspect and clean the burner fan.
- Run the fan and check for vibration.
- Inspect the flue and flue damper.
- Inspect the panel for cleanliness.
- Inspect wiring connections for tightness and signs of overheating and discoloration.
- Clean burner fan wheel and air dampers. Check the fan for vibration.
- Verify tightness of the linkage set screws.
- Check the gas valves against leakage (where test cocks are provided).
- Disassemble and inspect the low water cutoff safety device.
- Reassemble the boiler low water cutoff safety device with new gaskets.
- Clean the contacts in the program timer, if applicable.
- Check the operation of the low water cutoff safety device and feed controls.
- Verify the setting and test the operation of the operating and limit controls.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 8: Boiler Semi-Annual Maintenance

Description

- Water Boiler Maintenance Safety Check
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

Service 9: Water Cooled Centrifugal Chiller Seasonal Start Up

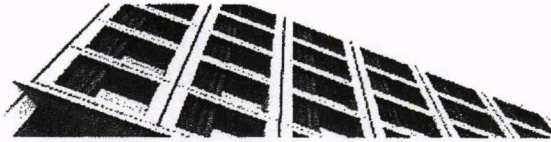
Description

- Initial Site Inspection
- Pre-Start Chiller Check
- Start Chiller
- Review Diagnostics
- TechView/Kestrel View Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 10: Centrifugal Annual Inspection

Description

- Customer Notification



- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- Manual Log With Electronic Device

Service 11: Centrifugal Annual Inspection

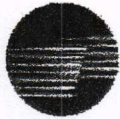
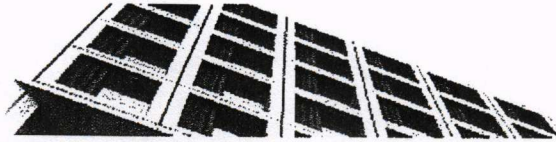
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Evaporator Tube Cleaning With Dropping Head
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Start Chiller
- Manual Log With Electronic Device

Service 12: Water Cooled Centrifugal Chiller Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- AFD Operational Inspection - Power Applied
- Lock Out Tag Out (Standard)
- AFD Visual Inspection - Power Removed


TRANE


- Test UPS Battery - Replace every 10 years
- Flow/Differential Mechanical Switch Check
- Leak Test Inspection (Positive Pressure)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Control Panel Electrical Inspection - Centrifugal
- Meg Compressor Motor
- Condenser Tube Brushing Including Head Removal
- High Side Leak Check Inspection
- Remove Lock Out Tag Out
- Pre-Start Chiller Check
- Start Chiller
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 13: Centrifugal Quarterly Inspection
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check

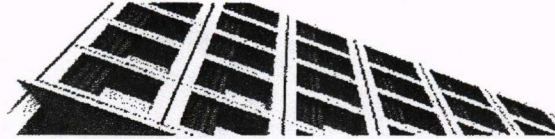
Service 14: Centrifugal Quarterly Inspection
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 15: CGAM Annual Inspection
Description

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Compressor Oil Level Check- Air-Cooled Scroll
- Oil Analysis - Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- Coil Cleaning Water (Applied)
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Clean and Repaint

Service 16: CGAM Quarterly Inspection

**Description**

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Scroll
- Return Unit to Normal Operation
- TechView/KestrelView Connection
- Check Fans for Rubbing
- Review Diagnostics
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 17: CMSA CTV CVHE Digital Inspection Setup**Description**

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 18: CMSA CTV CVHE Remote Chiller Inspection - 1st Chiller for Site**Description**

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOI
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOI
- Review with Customer

Service 19: CMSA CTV CVHE Remote Chiller Inspection - Additional Chiller(s) for Site**Description**

- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOI

Service 20: CMSA CTV HDWA Digital Inspection Setup**Description**

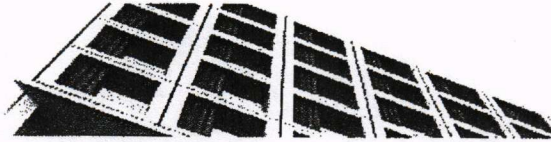
- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 21: CMSA CTV HDWA Remote Chiller Inspection - 1st Chiller for Site**Description**

- Begin XOI Workflow and Create New Job
- Review Site Service History in XOI
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XOI
- Review with Customer

Service 22: CMSA CTV HDWA Remote Chiller Inspection - Additional Chiller(s) for Site**Description**

- Run & Review Chiller Performance Report
- Review Chiller Analytics



- Review Performance Charts
- Upload Report and Charts in XO

Service 23: CMSA IPAK SEHL Digital Inspection Setup

Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 24: CMSA IPAK SEHL Remote Inspection - 1st IPAK for Site

Description

- Begin XO Workflow and Create New Job
- Review Site Service History in XO
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XO
- Review with Customer

Service 25: CMSA IPAK SEHL Remote Inspection - Additional IPAK(s) for Site

Description

- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XO

Service 26: CMSA SCREW RTAC Digital Inspection Setup

Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 27: CMSA SCREW RTAC Remote Chiller Inspection - 1st Chiller for Site

Description

- Begin XO Workflow and Create New Job
- Review Site Service History in XO
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XO
- Review with Customer

Service 28: CMSA SCROLL CGAM Digital Inspection Setup

Description

- Login to Trane Connect and Command Center
- Verify Automated Tests and Chiller Performance Report

Service 29: CMSA SCROLL CGAM Remote Chiller Inspection - 1st Chiller for Site

Description

- Begin XO Workflow and Create New Job
- Review Site Service History in XO
- Pre-Inspection Customer Call
- Access & Login to Command Center
- Run & Review Chiller Performance Report
- Review Chiller Analytics
- Review Performance Charts
- Upload Report and Charts in XO



- Review with Customer

Service 30: Annual Mechanical-Draft Cooling Tower Inspect and Clean (2 Cells)

Description

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

Service 31: Gearbox Oil Change (Cooling Tower)

Description

- Change Oil In Cooling Tower Gear Box

Service 32: Intellipak Rooftop Cooling Pre-Season Annual Start Up

Description

- Customer Notification
- Initial Site Safety Inspection
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Micro Channel Coil Cleaning
- Remove Access Panels or Open Access Doors
- Meg Compressor Motor - IPAK/VOY
- Meg Supply Fan Without VFD
- Meg Power Exhaust Without VFD
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Start Up Condenser Fan Check (Per Fan)
- Manual Log With Electronic Device

Service 33: Intellipak Rooftop Electric Heat Pre-Season Annual Start Up

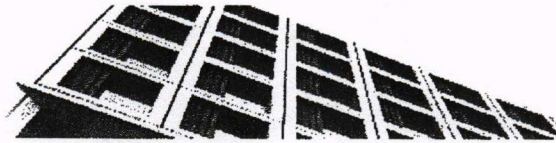
Description

- Customer Notification
- Initial Site Safety Inspection
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Filter Inspection And Change (Intellipak)
- Condensate Drip Pan Treatment
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Seasonal Start Up Heating (Electric)
- Manual Log With Electronic Device

Service 34: Intellipak Rooftop Quarterly Inspection

Description

- Customer Notification



- Initial Site Safety Inspection
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Power Exhaust Fan Inspection (Intellipak)
- Filter Inspection And Change (Intellipak)
- Electrical Inspection
- Remove Lock Out Tag Out and Restore Power
- Check Damper (Intellipak)
- Manual Log With Electronic Device

Service 35: Belt Replacement.

Description

- Belt Replacement.

Service 36: Inspect UV Light Operation

Description

- Inspect UV Light Operation

Service 37: Inspect UV Light Operation

Description

- Inspect UV Light Operation

Service 38: Replace UV Lights

Description

- Lock Out Tag Out
- Replace UV Lights
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 39: Replace UV Lights

Description

- Lock Out Tag Out
- Replace UV Lights
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 40: M Series Annual

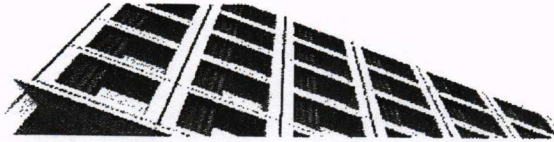
Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation

Service 41: M Series Annual

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)



- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 42: M Series Annual

Description

- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan With VFD
- Condensate Drip Pan Treatment
- Condensate Inspection
- Air Handler Filter Inspection
- Check Damper
- Start Up Seasonal Heating-Electric
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 43: M Series Quarterly

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Supply Fan Belt Inspection
- Condensate Drip Pan Treatment
- Coil Inspection (Climate Changer)
- Air Handler Filter Inspection (CSAA)
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 44: M Series Quarterly

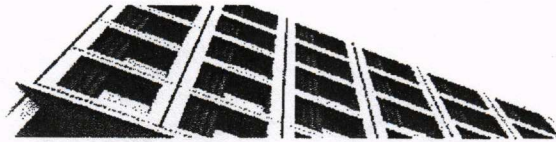
Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Belt Inspection
- Coil Inspection (Climate Changer)
- Air Handler Filter Visual Inspection
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 45: M Series Quarterly

Description

- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Supply Fan Belt Inspection
- Coil Inspection (Climate Changer)
- Air Handler Filter Visual Inspection
- Remove Lock Out Tag Out



- Return Unit to Normal Operation

Service 46: Annual Seasonal Maintenance.

Description

- Annual seasonal maintenance.
- Report in with customer representative.
- Record and report abnormal conditions, measurements taken, etc.
- Inspect the unit for cleanliness.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan.
- Verify clean condensate trap and line.
- Verify clean air filters.
- Verify clean coils and fan wheels.
- Verify smooth fan operation.
- Lubricate motor bearing.
- Test the operation of the low temperature safety device. Calibrate, if necessary, and record setting.
- Check the operation of the fan switch and the selector switch, if applicable.
- Provide a written report of completed work and indicate any uncorrected deficiencies detected.

Service 47: Operating Inspection

Description

- Operating inspection.
- Check the general condition of the fan.
- Verify smooth fan operation.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 48: Annual Seasonal Maintenance.

Description

- Customer Notification
- Initial Site Inspection
- Unit Heater Mechanical Inspection
- Unit Heater Electrical Inspection
- Unit Heater Startup And Checkout

Service 49: Central Air Handler Cooling Pre-Season Annual Maintenance

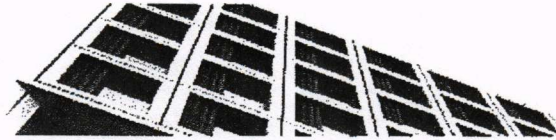
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Check Damper (Air Handler)
- Inspect Supply Fan Inlet Guide Vanes (NTP Air Handler)
- Supply Fan and Motor Inspection (Belt Driven)
- Condensate Drip Pan Inspection and Treatment
- Air Handler Control Valve Inspection (NTP)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 50: Commercial Package Rooftop (Greater than 10 tons) Cooling Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Replace Belt(s) on One Power Exhaust Fan (Belt Driven)
- Replace Belt(s) on One Return Air Fan (Belt Driven)
- Filter Inspection and Change (Generic)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

**Service 51: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance****Description**

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 52: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance**Description**

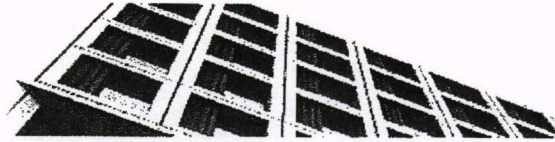
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Light Commercial NTP Rooftop)
- Coil Cleaning Water (Applied)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 53: Makeup Air Handler Cooling Pre-Season Annual Maintenance**Description**

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Generic Meg (One) Fan Motor
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 54: NTP Packaged Vertical Self Contained Air Cooling Annual Maintenance**Description**

- Customer Notification of Unit Maintenance
- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Flow Device Check Generic
- Meg Supply Fan Without VFD
- Compressor Oil Level Check
- Oil Analysis Per Circuit (Standard)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Bearing Lubrication
- Evaporator Coil Check (Generic)
- Filter Inspection and Change (Generic)
- Condensate Inspection
- Condenser Coil Cleaning wo/Solution NTP Rooftop
- Condenser Fan Check
- Remove Lock Out Tag Out, Restore to Normal Operation
- Check Economizer Damper (NTP)



- Log Unit and Operation Check (Unitary Generic)

Service 55: Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out Condenser
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Coil Check (Generic)
- Coil Cleaning Water (Applied)
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 56: Split System Computer Room Unit Annual Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Condenser Fan Check
- Condensate Drip Pan Inspection and Treatment
- Condenser Coil Cleaning w/Solution NTP Computer Room
- Infrared Humidification Inspection
- Steam Generating Humidification Inspection
- Electric Reheat Inspection
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 57: Commercial Package Rooftop (Greater than 10 tons) Heating Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Check Damper (Commercial NTP Rooftop)

Service 58: Split System Air Handler Annual Maintenance

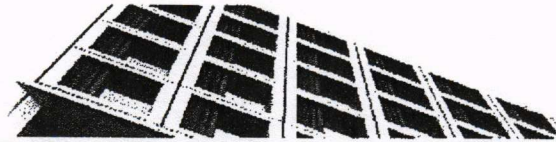
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Direct Drive)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Electrical)
- Log Unit (1-5 Ton Unit)

Service 59: Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Supply Fan and Motor Inspection (Belt Driven)
- Log Unit (NTP Heating)
- Generic Check Delta T



Service 60: Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Supply Fan and Motor Inspection (Belt Driven)
- Log Unit (NTP Heating)
- Generic Check Delta T

Service 61: Makeup Air Handler Heating Pre-Season Annual Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- NTP Heating Inspection (Steam/Hot Water)

Service 62: NTP Packaged Vertical Self Contained Air Heating Annual Maintenance
Description

- Customer Notification of Unit Maintenance
- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Bearing Lubrication
- Filter Inspection and Change (Generic)
- NTP Heating Inspection (Steam/Hot Water)
- Log Unit and Operation Check (Unitary Generic)

Service 63: Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Gas)

Service 64: Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser)
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Gas)

Service 65: Central Air Handler Quarterly Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Check Damper (Air Handler)
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 66: Central Air Handler Quarterly Maintenance
Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Electrical Inspection (Air Handler NTP)



- Log Unit (NTP Air Handler)

Service 67: Commercial Package Rooftop (Greater than 10 tons) Quarterly Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)

Service 68: Split System Air Handler Operational Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Electrical)
- Log Unit (1-5 Ton Unit)

Service 69: Split System Computer Room Unit Quarterly Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Supply Fan and Motor Inspection (Belt Driven)
- Steam Generating Humidification Inspection
- Electrical Inspection (NTP Computer Room)
- Log Unit (Computer Room)

Service 70: NTP Ductless High Wall Indoor Unit Annual Inspection

Description

- Check Electrical Connections (Indoor Unit)
- Clean Air Filter
- Clean Coil
- Clean Condensate Drain Pan/Pipe
- Leak Test Inspection (Commercial Condensing Unit)
- Verify Operating Voltages
- Verify Incoming Voltages
- Measure Amperage of Motor
- Log Unit and Operation Check (Ductless)
- Check Controller Operation
- Recommend Wireless Remote Control Batteries

Service 71: NTP Mini Split Condenser Annual Inspection

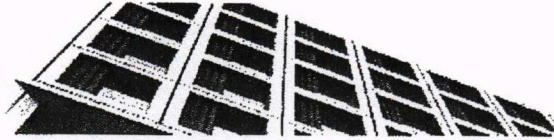
Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Start-Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 72: NTP Mini Split Heat Pump Condenser Annual Inspection

Description

- Customer Notification of Unit Maintenance



- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Condenser Coil Cleaning
- Remove Lock Out Tag Out
- Start-Up Seasonal Cooling
- Check Amp Draw
- Return Unit to Normal Operation

Service 73: NTP Ductless High Wall Indoor Unit Semi-Annual Inspection

Description

- Clean Condensate Drain Pan/Pipe
- Clean Air Filter
- Return Unit to Normal Operation

Service 74: NTP Mini Split Condenser Semi-Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation
- Verify Operating Voltages
- Start-Up Seasonal Cooling

Service 75: NTP Mini Split Heat Pump Condenser Semi-Annual Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Lock Out Tag Out (Standard)
- Check Electrical Connections (Outdoor Unit)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 76: NTP Ductless High Wall Indoor Unit Quarterly Inspection

Description

- Visual Inspection for Abnormality, Damage and Missing Hardware
- Clean Air Filter
- Evaporator Coil Check (Generic)
- Clean Condensate Drain Pan/Pipe

Service 77: NTP Mini Split Condenser Quarterly Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Start-Up Seasonal Cooling

Service 78: Replace Air Filters

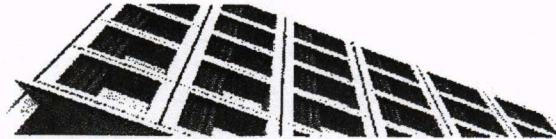
Description

- Change Filters

Service 79: Precedent Cooling Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection


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- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning (Light Commercial)
- Meg Supply Fan Without VFD
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling

Service 80: Precedent Heating Pre-Season Annual Start-Up
Description

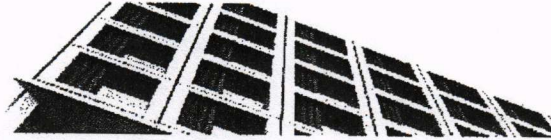
- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Start Up Seasonal Heating (Gas)

Service 81: Annual Pump Maintenance
Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Y Strainer Maintenance - 9 Inch Pipe or Larger
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 82: RTAC Annual (Solution Coil Cleaning)
Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work

**Service 83: RTAC Annual (Water Coil Cleaning)****Description**

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Complete Required Paper Work

Service 84: RTAC Quarterly Inspection**Description**

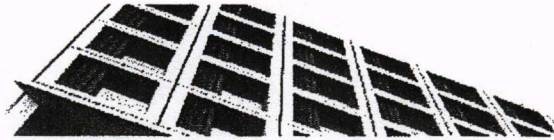
- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Visual Condenser Coil Check
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 85: RTAC Quarterly Inspection**Description**

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 86: Mini Split Heat Pump Condenser Annual Inspection**Description**

- Customer Notification of Unit Maintenance
- Initial Site Inspection

**TRANE**

- Start-Up Seasonal Cooling

Service 91: Wall Mounted Ductless Indoor Unit Quarterly Inspection**Description**

- Visual Inspection for Abnormality, Damage and Missing Hardware
- Clean Air Filter
- Evaporator Coil Check (Generic)
- Clean Condensate Drain Pan/Pipe



Augusta-Richmond County, GA
EXHIBIT G
Performance Period Services

Trane will furnish the Performance Period Services described in this Exhibit G upon the terms and conditions contained herein. In the event of an inconsistency or conflict between the terms and conditions of this Exhibit G and the terms and conditions of the balance of this Agreement, the terms and conditions of this Exhibit G shall control.

1. **Generally.** Performance Period Services may include periodic measurement and verification of the Guarantee in accordance with Exhibit E and the sub-Exhibits thereto (the "M&V Services") and/or periodic maintenance of Customer's Premises, plant, or equipment (the "Maintenance Services") in accordance with the provisions of this Exhibit G.

2. **Scope of Performance Period Services**

A. **Measurement & Verification Services**

Trane shall provide the M&V (Measurement and Verification) Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto. The M&V Services shall include the preparation and submittal by Trane of an annual M&V Report in accordance with Section 10 of Exhibit E.

1. In general, Trane will perform IPMVP Option C analysis on these Augusta-Richmond County (ARC) meters:

Judicial Center

GPCO Meter #EB4531

Include BP/EPx4 (quarterly reporting) for the 18 year term, renewed annually

Municipal Building

GPCO Meter #3072310 Electric Boilers

GPCO Meter #3180583 Main City Hall Building

Include BP/EPx4 (quarterly reporting) for the 18 year term, renewed annually

Included as part of the Option C techniques are Trane's Building Performance (BP) and Energy Performance (EP) platforms, which contain the following:

- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
- Constant Commissioning verification by the BP cloud services
- Monthly review of automated test results
- Remote investigation of anomalies identified while reviewing the automated tests
- System date/time confirmation
- Current user configuration
- Schedule review noting changes and impact on facility operation and energy consumption
- The critical Area configuration functions and status
- The VAS configuration functions and status
- Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
- Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
- Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs

- Chiller Performance Review
 - Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Cooling Towers, pumps, and heat exchanger optimization
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
 - Customer User interaction to discuss system issues and needs, including a bank of 24 manhours annually for customer use to have a remote technician assist with setpoint changes and on-the-fly adjustments to operating parameters. These hours will be tracked by Trane and reported as requested.
2. In general, Trane will provide IPMVP Option A analysis on the ECMs installed in the following buildings. The M&V report will include necessary details on the pre- and post-retrofit measurements as well as a roll-up summary of the monthly or quarterly inspection reports throughout the performance year.
- a. Charles B. Webster Detention Center
Include BP/EPx4 (quarterly reporting) for the 18-year term, renewed annually
- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
 - Constant Commissioning verification by the BP cloud services
 - Monthly review of automated test results
 - Remote investigation of anomalies identified while reviewing the automated tests
 - System date/time confirmation
 - Current user configuration
 - Schedule review noting changes and impact on facility operation and energy consumption
 - The critical Area configuration functions and status
 - The VAS configuration functions and status
 - Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
 - Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
 - Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs
 - Chiller Performance Review
 - Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Cooling Towers, pumps, and heat exchanger optimization
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging



- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs,

b. Miscellaneous Small Buildings

Include Building Performance MV (BPMV) (annual reporting) renewed annually

For those buildings (typically smaller in size) where the energy savings is beneficial but not as significant as in larger buildings, this connection allows Trane to:

- set up automated diagnostics,
- trends, and
- alarms
- provides for Remote Support Service to analyze schedules and setpoints to help ensure the persistence of efficient operations

in those facilities. This feature aides Trane's Intelligent Systems technicians in analyzing the energy performance of a building and provides valuable feedback helping to ensure that the energy performance objectives are being attained.

Augusta Aquatics Center
 Blythe Community Center
 The Boathouse
 Henry Brigham Senior Services Center
 Carrie Mays Family Life Center
 Carrie Mays Gymnasium
 Richmond County Sheriff's Office Training Center Dining Hall
 Downtown Parks Division Building
 Eastview Community Center
 Gracewood Community Center
 IT Building
 Jamestown Community Center
 Richmond County Solid Waste Landfill Main Building
 Richmond County Solid Waste Landfill Scale House
 May Park Community Center
 May Park Print Shop
 McDuffie Woods Community Center
 Newman Tennis Center
 Old Government House
 Richmond County Sheriff's Office Training Center Bunk House
 Richmond County Sheriff's Office Training Center Meyers Building
 Recreation, Parks, & Facilities – New Maintenance Shop
 Recreation, Parks, & Facilities – Administrative Building
 Sand Hills Community Center
 Warren Road Community Center
 WT Johnson Community Center

B. Building Automation System, BAS. Trane shall provide the following BAS Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto.:

- SMP (Service Maintenance Plan) which provides SC firmware updates through Performance Period Years 1 and 2 for the twenty-seven (27) Application SCs
- Replacement of (42) CO₂ sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.
- Replacement of (36) Relative Humidity sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.



- CO₂ sensor calibrations
- RH/Temperature sensor calibrations
- Backup of System Controllers
- Cyber Security status to include running an exposure assessment
- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs
- Remote access & user configuration
- yearly renewal of cellular router data plans
- Firmware status
- Panel resource usage to ensure critical levels are not being reached
- Device communication failures
- Override reporting by user with a focus on customer Key Metrics and Goals
- Alarm routing rules, classes, categories, and reporting
- Alarm analysis of frequency of occurrence, device type, impact on system operation

C. Maintenance Services. In addition to the M&V and BAS Services, Trane shall provide the following Maintenance Services with respect to the Covered Equipment listed below:

The Table below shows the various buildings on the left side of the table. Across the top of the table are the different conditions of current contracts on building/or equipment as well as a quick glance at what is proposed.

SELECT contracts are those that carry a commitment from Trane to cover costs associated with certain equipment failures. They include annual and quarterly maintenance visits as recommended by Trane operating manuals.

SCHEDULED contracts carry no commitment from Trane to cover costs associated with equipment failures, but the Owner can have assurance that the equipment has been maintained at the optimum levels to minimize failures and realize longer equipment life. SCHEDULED contracts as offered here can include either annual/semi-annual or annual/quarterly visits.

ANNUAL visits are included on each piece of equipment and are usually performed prior to the beginning of cooling season.

Semi-annual visits are included at various sites and are usually conducted at the beginning of heating season.

Quarterly visits are included at various more heavily used sites and allow us to keep a more critical eye on this equipment.

Filter changes are included at each visit. Filters are left on site for occupant/building manager use as needed.

Belt changes are included annually on equipment as needed.

Dynamic Air Filtration replacement media are included at noted sites.

Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi-Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Augusta Municipal Building	Chillers			X		X				
Augusta Richmond County Judicial Center	Chillers	New Chiller to be added		X		X			AHU 1-6 Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) at 3 year intervals
Diamond Lakes Community Center		Existing Chiller		X		X				
Augusta Animal Services		Existing Chiller	Existing ERU, Boiler, Pumps, BCU's	X		X	X			
Blythe Community Center			X	X	X		X	X		
Carrie J Mays Gymnasium			X	X	X		X	X		
Charles B Webster Detention Center	Chillers			X		X	X		Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) on an Annual basis
Downtown Park Division			X	X	X		X	X		
Gracewood Community Center			X	X	X		X	X		
Henry Brigham Park Swim Center			X	X	X		X	X		
Jamestown Community Center			X	X	X		X	X		
May Park Community Center			X	X	X		X	X		
McDuffie Woods Community Center			X	X	X		X	X		
Newman Tennis Center			X	X	X		X	X		
Old Government House			X	X	X		X	X		
Recreation, Parks, and Facilities Administrative Offices			X	X	X		X	X		
Richmond Cty Muni S Waste Main Bldg*			X	X	X		X	X		
Richmond Cty Muni S Waste Scale House			X	X	X		X	X	X	
Richmond County			X	X	X		X	X		



Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi-Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Sheriff's Training Center Mess Hall										
Richmond County Sheriff's Training Center Myers Building			X	X	X		X	X		
Sand Hill Community Center			X	X	X		X	X		
WT Johnson Community Center			X	X	X		X	X		

*Richmond County Municipal Solid Waste Main Building service includes the parts and labor to replace the chemical media in the new odor control unit once per year.

3. Performance Period Services Price and Annual Adjustment. The Performance Period Services Price is set forth below as an annual amount that is subject to the annual adjustments provided for herein. Trane may invoice the Performance Period Services Price once each year, semi-annually, or quarterly and each such invoice shall be due in advance of performance of the Performance Period Services. Trane 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. Trane may discontinue Performance Period Services whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Performance Period Services Price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Effective upon each annual anniversary of the Performance Period Services Commencement Date, the annual Performance Period Services Price shall be adjusted upward by the Annual Adjustment Rate; thereafter, upon each anniversary of the Performance Period Services Commencement Date, the Annual Adjustment Rate shall be applied to the annual Performance Period Services Price as previously adjusted.

First Year Annual M&V Services Price \$ 99,789.00

First Year Annual BAS Services Price \$ 65,555.00

(the BAS Services is optional, and the final scope and price will be developed with Customer input during the implementation phase of the project)

First Year Annual Mechanical Services Price \$142,433.00

(the Mechanical Services is optional, and the final scope and price will be developed with Customer input during the implementation phase of the project)

Any Applicable Tax* and Freight N/A

First Year Annual Performance Period Services Price Total \$ 307,777.00

The Annual Services escalation or adjustment Rate will be equal to the previous year's Consumer Price Index.



(*\$0.00 tax is contingent upon Customer furnishing evidence to Trane of valid applicable exemption from sales/use or other applicable taxes.)

Term. Trane's obligations to furnish the Performance Period Services shall commence upon the Date of Final Completion as defined in Section 2.03 of this PACT Agreement (the "Performance Period Services Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in Exhibit E. Customer may terminate the Performance Period Services to the extent permitted by law and following the expiration of the first Guarantee Year upon not less than sixty (60) days advance written notice to Trane. If Customer terminates the M&V Services prior to the expiration of the Guarantee Term, this Agreement (together with the Guarantee) shall be deemed terminated and of no further force and effect as of the expiration of the Guarantee Year immediately preceding the effective date of such termination. If the effective date of the termination of this Agreement by Customer occurs in the middle of any Guarantee Year, Customer shall pay Trane (or be entitled to a refund in the case of a prepayment) the proportionate share of the applicable Performance Period Services Price.

Exhibit G Additional Terms and Conditions

Performance. Trane shall perform the Performance Period Services described in the schedules included with this Exhibit G with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Performance Period Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform Performance Period Services is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Customer shall perform required restoration at its cost prior to Trane being obligated to perform hereunder. Performance Period Services furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Performance Period Services, or an inspection by Trane prior to commencement of the Performance Period Services, indicates repairs are required, Customer shall authorize Trane to perform such repairs pursuant to a quote for the repairs provided by Trane. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and shall in no event become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Covered Equipment. Trane reserves the right to remove such items at its discretion.

Customer Obligations. Throughout the Term, Customer shall:

- a. Provide Trane reasonable and safe access to all Covered Equipment;
- b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- c. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the scope of Performance Period Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
- d. Promptly notify Trane of any unusual performance of Covered Equipment;



- e. Permit only Trane and/or qualified Customer approved personnel to repair or adjust Covered Equipment and/or controls during the Term;
- f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
- g. Unless water treatment is expressly included in the Performance Period Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

Exclusions. Unless expressly included in “Scope of Services” or “Equipment Coverage,” the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance, except as expressly stated in Exhibit E to this Agreement;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment (that is not factory mounted) and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels; shells, coils, tubes, housings, castings, casings, drain pans, panels, ductwork; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses; unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic ; structural supports; and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, mis-adjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- d. Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this Agreement;
- e. Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- h. The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- i. Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
- j. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- k. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- l. Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment;
- m.
- n. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;



- o. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Trane's Services, in which case, replacements shall in no event exceed ten percent (10%) of the rated system charge per year unless a greater percentage is expressly included within the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
- p. Operation of the equipment; and
- q. 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 Trane.

Performance Period Services Warranties. (a) Trane manufactured material supplied is warranted be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION 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 USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**



Administrative Services Committee

September 29, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the September 9, 2026 Administrative Services Committee.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A