

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 22-088-R**

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH TRANE. U.S. INC. FOR  
THE GOVERNMENT CENTER BUILDING AUTOMATION SYSTEM PROJECT**

**WHEREAS**, the City of Batavia has determined the need for a building automation system at the Government Center; and

**WHEREAS**, the low bid was submitted by Trane U.S. Inc. and references were found to be satisfactory;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute an agreement, attached hereto as Exhibit 1, for the Government Center Building Automation System Project with Trane U.S. Inc., of Willowbrook, Illinois, for an amount not to exceed \$162,702.00.


CITY OF BATAVIA, ILLINOIS RESOLUTION 22-088-R

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**PRESENTED** to the City Council of the City of Batavia, Illinois, this 6<sup>th</sup> day of September 2022.

**PASSED** by the City Council of the City of Batavia, Illinois, this 6<sup>th</sup> day of September 2022.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 6<sup>th</sup> day of September 2022.

  
 Jeffrey D. Schielke, Mayor

Ward	Alderman	Aye	Nay	Abstain	Absent
1	Baerren	X			
1	Solfa	X			
2	Lehman	X			
2	Wolff	X			
3	Ajazi	X			
3	Chanzit	X			
4	Malay	X			
4	Connelly	X			
5	Uher	X			
5	Beck	X			
6	Cerone	X			
6	Russotto	X			
7	Vogelsinger	X			
7	Miller				X
Mayor	Schielke				
		<b>AYES</b>	<b>NAYS</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
	<b>TOTALS</b>	13			1

*total holding office: Mayor and 14 Aldermen*

ATTEST:

  
 \_\_\_\_\_  
 Kate Garrett, City Clerk



## City of Batavia – Contractual Agreement Government Center Building Automation System

THIS AGREEMENT, made this 6<sup>th</sup> day of September, 2022 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and **Trane U.S. Inc., 7100 S. Madison Street, Willowbrook, Illinois 60527** (hereinafter referred to as the “Company”), with regard to certain services, *Attached as Exhibit A*, in connection with the City of Batavia Government Center Building Automation System, (hereinafter referred to as the “Project”.)

### **The City and the Company agree to as follows:**

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The terms and conditions of this agreement shall be the sole terms and conditions, unless otherwise approved in writing.
3. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Services, and/or required by federal, state, and local regulations and laws.
4. The Company shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
5. **Illinois Prevailing Wages:** To the extent the proposed contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County



Purchasing Department, 719 Batavia Avenue, Geneva, Illinois. Certified payroll shall be timely submitted when applicable as required by law

Any bond furnished shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Contractor and each of his Sub-Contractors shall pay each of its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

6. Freedom of Information Act: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act. Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.
7. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
8. Company shall indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the Company, its officers, agents and employees, in performing the work required by this Agreement.
9. Any payment made to the Company shall be strictly on the basis of quantum merit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:
  - a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work



- b. The total Agreement payment shall not exceed: **\$166,702.00**
  - c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
  - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.
10. The Company shall secure and maintain in force throughout the duration of this Agreement, Comprehensive General Liability including Products Liability/Completed Operations insurance naming the City as an additional insured written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 policy limit subject to the terms and conditions of the policy.

The Company shall secure and maintain in force throughout the duration of this Agreement, Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.

The Company shall secure and maintain in force throughout the duration of this Agreement, Umbrella or Excess Liability coverage of \$2,000,000.

The Company shall secure and maintain in force throughout the duration of this Agreement, Workers' Compensation insurance, as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

The insurance provided by Company shall be primary, and not contributory to any insurance purchased by the City. All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A:VIII. The certificate of insurance shall provide that it will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their



Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

In the event the City requires contractors or subcontractors working on City projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the City as an insured, the City shall require said contractors or subcontractors to name the Company as an additional insured.

11. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

12. Any reports, specifications, sketches, drawings or other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.
13. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
14. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall



immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

- 15. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

For the Owner,  
Party of the First Part

City of Batavia

By: [Signature]  
Attest: Kate Garrett, City Clerk  
(Corporate Seal)

[Signature]  
Jeffery D. Schielke, Mayor

Contractor,  
Trane U.S. Inc.  
7100 S. Madison Street  
Willowbrook, IL 60527

Samuel Branson, Contract Analyst  
Printed Name

\* [Signature]  
Signature

[Signature]  
Attest: Secretary

\* NOTE: Subject to your acceptance of U.S. Communities Contract Number 15-JLP-023 and Trane Terms and Conditions contained in Trane Proposal dated 8/16/2022.



# TRANE TRACER BUILDING AUTOMATION SYSTEM

**Trane Office**

Trane U.S. Inc.  
7100 South Madison Street  
Willowbrook, IL 60527

**Trane Representative**

Ankur Bhatia  
Cell: (312) 318-1226  
Office: (630) 734-3200

**Proposal ID**

7043315-R2

Trane / State of Illinois Master  
Purchasing Contract Number:  
**22-510CPOGS-B-25977**

Cooperative Contract Number:  
**USC 15-JLP-023**

**Company Name**

City of Batavia  
100 N Island Ave,  
Batavia, IL 60510

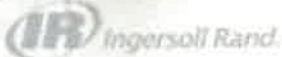
**Site Address**

City of Batavia City Hall  
100 N Island Ave,  
Batavia, IL 60510

**Kind Attn:**

Mr. Scott Haines  
Public Properties & Services  
Superintendent

August 16, 2022







## EXECUTIVE SUMMARY

Trane is pleased to present a solution to help City of Batavia reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits City of Batavia should expect from this project are highlighted below.

- Tracer SC++ HTML5 Web-based BACnet interface to new open BACnet unit controllers
- BACnet IP, BACnet MS/TP, BACnet ZigBee, Modbus and LonTalk capability included as standard, with no additional licensing, for future expansion and replacement
- Compatibility with PC, Mobile Device and Tablet browsers (No JAVA required)
- Compatibility with Android Devices and Apple IOS Devices including iPhone and iPad
- No PC or PC software required (internet browser access instead)
- Free Tracer SC+ Mobile App available from Google Play and iTunes stores for quick alarm retrieval, equipment view, animated graphics and override capability (search: "Trane BAS Operator Suite").
- Free online training videos showing typical user tasks (e.g. changing schedules, adjusting setpoints)**
- Free Trane Chicago Energy Center remote access and telephone support is included for Tracer SC+ customers during normal business hours during the warranty period: (630) 734-6159**
- Free TraneConnect secure VPN remote customer access to Tracer SC+ is included**
- Free Tracer SC+ cloud connection to Trane Intelligent Services for data analytics and optimization
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied setpoint control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- 3D Photorealistic Animated HVAC Equipment Graphics

Trane appreciates the opportunity to earn your business. This controls investment will provide City of Batavia with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with City of Batavia for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

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

Ankur Bhatia  
Account Manager, Trane U.S. Inc.



## SCOPE OF SERVICES FOR

# City of Batavia

### CONTROLS INSTALLATION

#### Proposed Trane Tracer SC+™ Architecture

Trane is pleased to provide the following proposal to accomplish the Temperature Control work for the referenced project. This proposal is based on our most recent site visit at **City of Batavia City Hall** and technical review meeting between Trane and your Engineering Staff. Trane shall provide all necessary project management, supervision, engineering, technical support, material and equipment on building automation system project.

#### Project Scope Outline Overview

#### Base Scope for Building Automation System

#### PHASE-1

1. Furnish and install Web server hardware in new enclosure on the 3rd Floor Mechanical Room
  - a. Demo the existing TAC Control System is located on the City Hall Side
  - b. Furnish set-up and configuration of new web server to start the process of a new BAS system and future equipment integrations
  - c. Provide and set up Standard Synchrony 3D equipment Graphics.
  - d. Assistance to set-up network access to system and coordinate with City's IT dept
  - e. Set up for remote connectivity and free iOS & Android app.
  - f. Trane Tracer Synchrony Operator Training Class at Chicago Willowbrook Location (to be scheduled)
  - g. On-Site End User Training.
  - h. Set-up and configuration for remote diagnostics and analytics with Alarm Notification with owner provided access.
  - i. All work to be performed during normal business hours (7:00am to 5:00pm, M-F, non-holidays)
  - j. New Tracer SC+ has a 1-year parts/labor warranty from startup (not to exceed 18 months from shipment) unless otherwise noted
2. Constant Volume RTUs (City Hall) (RTU- 8 & 10)
  - a. Furnish & install Trane BACnet stat to replace the existing stand-alone stat
  - b. Existing wiring will be utilized to connect to the respective RTUs
3. RTU-9- (City Hall Side)
  - a. Furnish & install new Trane BACnet stat in the council chambers
  - b. Demo existing stat in the closet room
  - c. Furnish & install (2) DDC controls with damper actuators for zone control for the 3<sup>rd</sup> floor theater area
  - d. Furnish & install (1) stat for the 3<sup>rd</sup> floor theater area
  - e. Furnish & install new BACnet stat for existing damper actuator Alderman's room
4. RTU-11- (City Hall Side)
  - a. Existing system design is a VAV system & will remain as is
  - b. Furnish & install Trane BACnet stat to replace the existing stand-alone stat
  - c. Locate & verify the existing duct static pressure sensor
5. VAVs- (RTU-11 City Hall Side) (QTY.12)
  - a. Furnish and install fully programmable DDC controller to control and / or monitor the following:
    - i. Digital Space sensor with setpoint adjust/Override
    - ii. Discharge air temperature

- iii. Damper control
  - iv. Electric Heat control (if applicable)
  - b. Reuse existing communications cable
6. Renovation & Remodeling scope  
This scope is based on bid & permit drawings dated 7/7/22 prepared by BTR engineering for the project titled '2022 Interior & Exterior Remodeling' at the Batavia Government Center.

Item A: Furnish the below Variable Air Volume Single Duct Terminal Units (Qty: 4) with factory mounted controls

- a) Dual wall with 1" matte insulation
  - b) Duct temperature sensor -factory mounted
  - c) Standard Air Leakage
  - d) 208/24 volt transformer
  - e) Disconnect switch
  - f) Year 2 parts warranty whole unit
  - g) 1st year labor warranty whole unit
- i. Item: A1 (Qty: 1) - Tag(s): VAV-1
    - a) Single duct with electric heat
    - b) 10" inlet size, 1400 cfm (254mm inlet, 661 l/s)
    - c) 208 volt, 3 phase
    - d) Electric heater kW - 7.0
    - e) Stage -1
    - f) SCR Electric Heat Control
  - ii. Item: A2 (Qty: 1) - Tag(s): VAV-2
    - a) Single duct cooling only terminal
    - b) 8" inlet size, 900 cfm (203mm inlet, 425 l/s)
    - c) Left hand &/or same side connection (control &/or hot water coil)
  - iii. Item: A3 (Qty: 1) - Tag(s): VAV-3
    - a) Single duct with electric heat
    - b) 6" inlet size, 500 cfm (152mm inlet, 236 l/s)
    - c) 208 volt, 3 phase
    - d) Electric heater kW - 1.5
    - e) Stage -1
    - f) SCR Electric Heat Control
  - iv. Item: A4 (Qty: 1) - Tag(s): VAV-4
    - a) Single duct with electric heat
    - b) 8" inlet size, 900 cfm (203mm inlet, 425 l/s)
    - c) 208 volt, 3 phase
    - d) Electric heater kW - 1.5
    - e) Stage -1
    - f) SCR Electric Heat Control

Item B: Building Automation System

- i. Connect the (4) VAVs to the Trane SC+ & coordinate their operations with RTU-11
- ii. Connect EF-1 to BAS
- iii. Install control components for air curtain as provided by MC
- iv. Relocate existing stat for VAV-10 per drawing MD201
- v. Work associated with relocating existing VAV-4 per drawing MD200
- vi. Support T&M contractor

## **PHASE-2**

### 1. RTU-1- (Police Station Side)



- a. Existing system design is a VVT system will remain as is
  - b. Furnish & install Trane BACnet stat to replace the existing stand-alone Lennox stat
2. RTU-1 VAVs (Qty. 9)
- a. Furnish and install fully programmable DDC controller to control and / or monitor the following:
    - i. Digital Space sensor with setpoint adjust/Override
    - ii. Discharge air temperature
    - iii. Damper control
    - iv. Electric Heat control (if applicable)

### **PHASE-3**

1. Constant Volume RTUs (Police Station) (RTU-2, 3, 4, 5, 6 & 7)
  - a. Furnish & install Trane BACnet stat to replace the existing stand-alone stat
  - b. Existing wiring will be utilized to connect to the respective RTUs

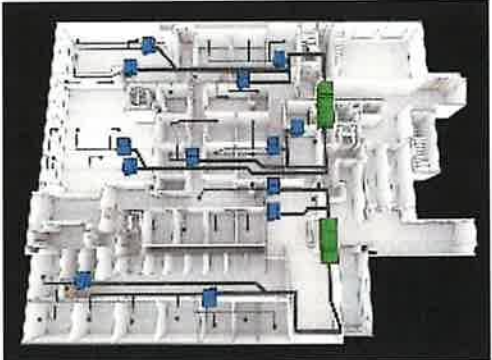
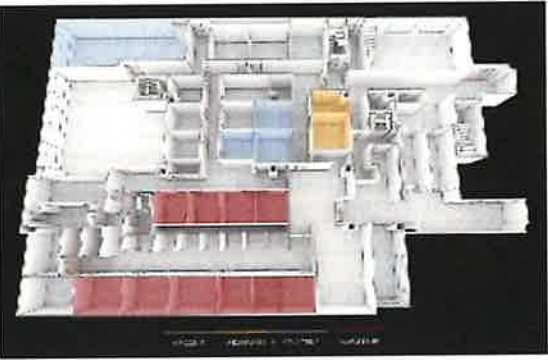




### **Controls Systems Services not included or clarifications.**

1. Replacement of existing field sensors/valve actuators/VFDs. We assume they are in working condition
2. Rectification of any issues on the roof top units themselves
3. 1<sup>st</sup> floor Council Chambers Area will remain as is with existing Airlink wall controllers
4. We will use existing wiring on the base bid project. We assume those wires adhere to industry standards & are in working order.
5. All other mechanical items on the schedule in drawing M102 will be furnished & installed by MC including but not limited to (coordinated with Architect / Engineer):
  - a. Electric wall heater
  - b. Air devices
  - c. Baseboard heaters
  - d. Exhaust fan
  - e. Air curtain
6. Air and/ or Water Testing and Balancing
7. PC Workstation(s), Laptop(s)
8. Controls for any systems not listed above are excluded
9. Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
10. Any service not listed is not included.
11. Work will be performed during normal Trane business hours.

**Owner Furnished items**

1. Network Drops and IP addresses for new Tracer SC+. Requires one static IP address per SC+.
2. Any PC/Laptop for access to SC+

**Sample graphical representation of the system**

<p><i>3D Floorplan Graphic with Ductwork:</i></p> 	<p><i>3D Floorplan Graphic with Thermal Background:</i></p> 														
<p><i>Sample Equipment Graphics:</i></p> 	<p><i>Sample Equipment Graphics:</i></p> 														
<p><i>Dashboards:</i></p>  <table border="1" data-bbox="251 1302 722 1638"> <thead> <tr> <th>CHILLED WATER TEMPS</th> <th>AVERAGES</th> </tr> </thead> <tbody> <tr> <td>42.4 °F CHW Supply</td> <td>42.7 °F CHW Supply</td> </tr> <tr> <td>35% TDI</td> <td>27 tons AVG Load - Total Refrigeration</td> </tr> <tr> <td>51.2 °F CHW Return</td> <td>0.5 kW/Ton AVG Efficiency</td> </tr> <tr> <td>12.0 °F Data 1</td> <td></td> </tr> <tr> <td>42.7 °F Average</td> <td></td> </tr> <tr> <td>44.0 °F Setpoint</td> <td></td> </tr> </tbody> </table>	CHILLED WATER TEMPS	AVERAGES	42.4 °F CHW Supply	42.7 °F CHW Supply	35% TDI	27 tons AVG Load - Total Refrigeration	51.2 °F CHW Return	0.5 kW/Ton AVG Efficiency	12.0 °F Data 1		42.7 °F Average		44.0 °F Setpoint		<p><i>Exterior Renderings:</i></p> 
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# PRICING AND ACCEPTANCE:

## New SC+™ Building Automation System

Total PHASE-1 Investment is.....\$102,472.00

Total PHASE-2 Investment is.....\$38,410.00

Total PHASE-3 Investment is.....\$25,820.00

We appreciate and value your business and if you have any questions, and/ or desire further information, please contact me. Thank you for the opportunity to be of service.

Sincerely,

Ankur Bhatia  
Account Manager  
ankur.bhatia@trane.com  
Cell: (312) 318-1226

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS.
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### Customer Acceptance

Name (Please Print): JEFFREY D. SCHELKE  
 Signature: Jeffrey D. Schelke  
 Title: MAYOR  
 Date: 9-7-22

Kate Garrett  
 Kate Garrett, City Clerk



LET'S GO BEYOND™

## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** 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. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon 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 provide Work in accordance with the Proposal and the 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. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work 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 Work rendered by Company to the date of cancellation.

**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. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

**5. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**7. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

**9. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially



and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, 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 Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area 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 Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work 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; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their 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. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**20. 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, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN**



CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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.

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed 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 waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

**26. 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.

**27. U.S. Government Work.**

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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/19/2022

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

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

<b>PRODUCER</b> MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	<b>CONTACT NAME:</b> Michaela Grasshoff, ARM	<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b> 212-345-2794	<b>E-MAIL ADDRESS:</b> Michaela.Grasshoff@marsh.com
<b>INSURED</b> Trane U.S. Inc. dba Trane 7100 South Madison Street Willowbrook, IL 60527 United States	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>COMPANY A:</b> National Union Fire Insurance Company of Pittsburgh, PA	<b>NAIC #</b> 19445
	<b>COMPANY B:</b> Travelers Indemnity Co of America	25666
	<b>COMPANY C:</b> Travelers Property Casualty Co of Amer	25674

**COVERAGES**                      **CERTIFICATE NUMBER:** 654905                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TIME ELEMENT POLLUTION LIABILITY <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL 6547064	4/17/2022	4/17/2023	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SPL F <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE \$
B B C C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-8M35413A-22-51-K (AOS) UB-9L048059-22-51-D (MN) UB-8M370386-22-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-22 (OH)	4/17/2022 4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023 4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

## CERTIFICATE HOLDER

City of Batavia  
100 North Island Avenue  
Batavia, IL 60510  
United States

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Marsh USA, Inc.  
BY: Michaela Grasshoff, ARM

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## ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 7100 South Madison Street Willowbrook, IL 60527 United States
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

City of Batavia is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

City of Batavia are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

This insurance is Primary & Non-Contributory over any existing insurance where required by written contract.

Job Description: OPPY 7043315/City of Batavia BAS & Remodeling

For questions regarding this certificate of insurance contact: Michael Vogt Email: michael.vogt@tranetechnologies.com Phone: 6307346122

**ENDORSEMENT # MAN001**

This endorsement, effective 12: 01 A.M. 04/17/2022 forms a part of  
policy No. 654-70-64 issued to TRANE TECHNOLOGIES COMPANY LLC  
BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

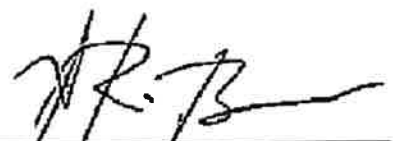
**SECTION II – WHO IS AN INSURED**, is amended to include as an additional insured:

- (1) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
- (2) Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

All other terms and conditions remain unchanged.

  
Authorized Representative