


SHIP TO
 AIRPORTS (561) 471-7477
 AIRPORT MAINTENANCE
 3700 BELVEDERE RD, P.B.I.A. BUILDING "D"
 WEST PALM BEACH FL 33406
 ATTN CONNIE BRAINARD

EMERGENCY MGMT PROCUREMENT



BOARD OF COUNTY COMMISSIONERS

EMP 680 RR-5024138

IMPORTANT

THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

ISSUED TO
 Trane U.S. Inc.
 Trane
 6965 Vista Parkway North
 West Palm Beach FL 33411
 USA
 Charyl Javor
 charyl.javor@trane.com
 561-681-3379

ORDER DATE	DELIVERY DATE	F.O.B.
10-23-2020	10-23-2020	Destination
VENDOR NUMBER	VENDOR ADDRESS	VENDOR CONTACT
TRAN0083	AD010	PC004
AGREEMENT NUMBER		

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY FINANCE DEPT.
 P.O. BOX 4036
 WEST PALM BEACH, FL 33402-4036
 TELEPHONE: 561-355-2912

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.00000	EA	28549	Lamps, Miscellaneous (Not Otherwise Classified) Per Invoice #76000742 Dated 10/22/2020 12 QTY: AHU-1BT2; AHU-17; AHU-18, AHU-19; AHU-20; AHU-21; AHU-22; AHU-38; AHU-39; AHU-40; AHU-41; AHU-42 MSDS: Not Required	164,135.00000	164,135.00

TAX EXEMPTION INFORMATION

STATE TAX EXEMPTION NUMBER 85-801262286C-8
 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K
 EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST

BUYER TELEPHONE

Leelah Parsons 561-616-6817

EMAIL: lparsons@pbcgov.org

ORDER TOTAL
164,135.00

NOTES TO VENDOR:

1. To receive payment, Vendor's Legal Name; Address, & TIN/FEIN on its Invoice must be exactly as it is on its bid/quote/response AND in the County's VSS system @ <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply, may result in a delay in payment.
2. To receive payment by credit card, contact the Clerk & Comptroller's Office via email @ pbcpaymentmgr@mypalmbeachclerk.com.
3. Unless agreed to otherwise, the County's Standard Terms & Conditions located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.
4. Unless agreed to otherwise, the County's Federal Standard Terms & Conditions for goods or services purchased with Federal funds located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.

P.B.C. PURCHASING DEPARTMENT
 50 S. MILITARY TRAIL, SUITE 110
 WEST PALM BEACH, FL 33415-3199
 PHONE: (561) 516-6900

RESP. DEPT: 680 UNIT: 6801
 PRINT DATE: 10/23/20
 PAGE NUMBER: 1 OF 1

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gragg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS



TO: Palm Beach County Clerk and Comptroller
FROM: Uriah McCalla, Director of Airport Maintenance
THRU: Laura Beebe, Director, Airports *Laura Beebe*
DATE: October 22, 2020
SUBJECT: Pre-payment Authorization, Trane
~~EMP -~~
RC -

The Department of Airports requests pre-payment to Trane (TRAN0083) in the amount of one hundred and sixty-four thousand one hundred and thirty-five dollars and zero cents (\$164,135.00).

Based on our expertise and a comprehensive search of the market place, Trane is the only provider which meets the essential requirements of the department, for the installation of Evergreen UV lights for the air handling system currently installed at PBI in both the terminal and other buildings, and, to the best of our knowledge, no other company can duplicate. The Evergreen UV lights must be installed on the entering side of the cooling coils in each air handling unit to enhance life safety protection by increasing air sanitization for employees and passengers. The lights must be installed in the following locations:
AHUs 1BT2, 17-22, AND 38-42

With the demonstrated risk of covid-19 traveling through ventilation systems it is necessary to procure twelve (12) Evergreen (UV) Lights from Trane as they clean the air, not just what is on the coil.

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"



TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601-7699
United States

Invoice

For questions please contact:

Tel: 888-832-5266
Email: Accountrep@trane.com

Remit Payment To

Trane U.S. Inc.
P. O. Box 406469
ATLANTA, GA 30384-6469

Invoice Number **76000742**

Invoice Date **22-OCT-2020**
Customer No. **96493**
Reference No. **1632140**
Internal Account **1632140**
Payment Terms **IMMEDIATE**
Payment Due Date **22-Oct-2020**
Discount Date

Bill To

PALM BEACH COUNTY COMMISSIONERS
PO BOX 4036
WEST PALM BEACH, FL 33402
UNITED STATES

Customer Tax ID	
Inco Terms	
Supply Location	
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

Sold To

PALM BEACH COUNTY COMMISSIONER
PALM BEACH COUNTY COMMISSIONER
PO BOX 4036
WEST PALM BEACH, FL 33402
UNITED STATES

Ship To

PALM BEACH COUNTY COMMISSIONER
1000 TURNAGE BLVD
WEST PALM BEACH, FL 33406
UNITED STATES

Handwritten signature and date: 10/20/20

Tax/QST ID: 25-0900465	State Tax: 0.00 0.00%	County Tax: 0.00 0.00%	City Tax: 0.00 0.00%	District Tax: 0.00 0.00%
PST/QST ID:				

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	164,135.00	0.00	0.00	0.00	164,135.00

Special Instructions SALES TAX, IF APPLICABLE, WILL BE DUE UPON COMPLETION OF THE WORK

SALES ORDER 16916	Order Date	Ship Date	Purchase Order 1632140
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Line	Item	Description	Quantity	UOM	Unit Price	Extended Price
	AHU-1B72	AHU-17; AHU-18; AHU-19; AHU-20; AHU-21; AHU-22 AHU-36; AHU-39; AHU-40; AHU-41; AHU-42	12			

Handwritten note: Please pay EMP-RR-5024138 Storage

Resource Requests/Task Assignments

COVID-19

Last Updated: 10/22/2020 10:57:59

« Return to List  Print PDF  Edit  Clone

Incident Name	Date/Time	Tracking #
COVID-19	10/22/2020 09:47:15	RR- 5024138

Requestor

Requesting Position
PBC Ops Transportation Unit - PBI/A

Primary Contact	Organization / Department	Primary Phone	Alternate Phone	Email
SHAWNA LAROSE	AIRPORTS, MAINTENANCE	5614717472	5615681244	SLAROSE@PBI.A.ORG
Secondary Contact	Organization / Department	Primary Phone	Alternate Phone	Email
URIAH MCCALLA	AIRPORTS, MAINTENANCE	5614717493	5613125814	UMCCALLA@PBI.A.ORG

Request/Task Details

Mission Name
12 UV-C BULB INSTALLATIONS FOR AIR HANDLING UNITS AT PBI **28549 Lamps, Misc.**

Detailed description
REMOVAL OF 12 EXISTING TITANIUM DIOXIDE MESH IN AIR HANDLING UNITS (AHUS) WHICH HAS EXCEEDED ITS USEFUL LIFE, REMOVAL OF UV BULBS AND INSTALLATION OF UV-C BULBS WHICH ELIMINATE THE NEED FOR MESH REPLACEMENT TO EFFECTIVELY AND EFFICIENTLY STERILIZE RECIRCULATED AIR TO PROTECT PASSENGERS AND EMPLOYEES FROM THE SPREAD OF INFECTIOUS CONTAGIONS. ACCOUNTING LINE 1160 120 CV01 4900. VENDOR CODE TRAN0083.

Resource Details

Resource Requested	Unit of Measure	Quantity
Commodities	Each	1

Coordinating Instructions

REMOVAL OF 12 EXISTING TITANIUM DIOXIDE MESH IN AIR HANDLING UNITS (AHUS) WHICH HAS EXCEEDED ITS USEFUL LIFE, REMOVAL OF UV BULBS AND INSTALLATION OF UV-C BULBS WHICH ELIMINATE THE NEED FOR MESH REPLACEMENT TO EFFECTIVELY AND EFFICIENTLY STERILIZE RECIRCULATED AIR TO PROTECT PASSENGERS AND EMPLOYEES FROM THE SPREAD OF INFECTIOUS CONTAGIONS. ACCOUNTING LINE 1160 120 CV01 4900

Delivery Location

PALM BEACH INTERNATIONAL AIRPORT
3700 BELVEDERE RD
BUILDING D - WAREHOUSE
WEST PALM BEACH FL 33406
DELIVERY CODE 1202

Point of Contact: SHAWNA LAROSE
Phone Number: 5614717472
Cell Number: 56515681244

Assignment Details

Priority Priority (12 hrs.)	Date/Time Due 10/22/2020 22:13:00	Time Completed
Status PO Required	Assigned To PBC Log Procurement Unit Leader	Community Lifeline: (Select)

Attachments

PREPAY AUTHORIZATION - [UV-2 Prepayment memo.pdf](#)

INVOICE - [UV-C PHASE 2 INVOICE.pdf](#)

Purchasing Information

Vendor: Vendor Code: Address:

Point of Contact: Phone Number:

Comments:

Purchase Order #: OFMB Emergency Budget
Account #:

Deployments

[+ Create Record](#)

Deployment #	Resource	Qty	Remarks	Status
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Deployment Total: 0

Comments

[+ Create Record](#)

Position	Name	Phone	Date/Time	Comment
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PBC Log Procurement Unit Leader	Kristen A. Monnett	561-616-6829	10/23/2020 11.06.27	ASSIGNED TO LEELEAH PARSONS
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[Edit](#)

[Delete](#)

Finance

[+ New Cost](#)

Cost Description	Category	Vendor/Provider	Amount	Entry Date
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Total Mission Cost

NaN



TRANE®

Trane South Florida

6965 Vista Parkway N #11
West Palm Beach, FL 33411

Phone: (561)683-1521, Fax: (954)499-2218

Reference ID: 2923032

Evergreen UV Lights Installation

Prepared for:

PBIA

Department of Airports Administration Office
846 Palm Beach International Airport
West Palm Beach, FL 33406

Attn: Yahia Musa & Shawna Larose

October 22, 2020

Palm Beach
INTERNATIONAL AIRPORT

Trane is pleased to offer this proposal to provide and install Evergreen (UV) Lights based on surface area in the Air Handling Units (AHUs) referenced below. The UV lights will be installed on the entering side of the cooling coils in each AHU. This proposal reflects a "Turnkey Project" and includes the necessary: Equipment, Materials, Installation Labor, Subcontracts, Project Management and Supervision. Our pricing and proposal is further defined by the following installation, scope of work.

Equipment:

AHU-1BT2
AHU 17
AHU 18
AHU 19
AHU 20
AHU 21
AHU 22
AHU 38
AHU 39
AHU 40
AHU 41
AHU 42

Mechanical Installation Scope

1. During an agreed upon time period, Trane will shut down and electrically tag-out the existing equipment/AHUs to be worked on.
2. Removal of existing mesh and existing UV lights in any of the AHUs necessary.
3. Provide and install Evergreen (UV) Lights in each of the AHUs, multiple UV lights.
4. Provide and install all necessary electrical components and materials (ie; transformers, electrical whips and wire)
5. Start up and verify operation of UV Lights by Trane Factory Certified Technician, upon completion of the installation.
6. One-year warranty on new equipment parts and labor.
7. **An extra (2) sets of UV Bulbs for each AHU are included in this price. Total of (3) sets provided – (1) to be installed, (2) as spares.**

Not Included

- **Overtime or premium time labor. (Project is priced to be performed primarily during normal weekday business hours).**
- Permit fees. Cost from municipality to be passed through to owner.
- Engineered drawings of any kind. (Should not be required)
- Building automation, chiller plant controls, components, relays, programming, integration, piping, wiring or associated labor of any kind other than described above.
- Any fire alarm related controls, piping, wiring, components, permits, inspections, fees or fire protection of any kind.
- Any additional upgrades to the existing electrical service. (Other than those described above in installation scope)
- Provisions for temporary cooling of any kind.
- Any changes or additions to the scope of work as described above, including any building code upgrades required by the Building Department and not included in the above scope of work.

Pricing and Acceptance:

Total Price for Mechanical Installation Scope as Specified Above \$164,135.00

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

Sincerely,

Nicole Albarano
Energy Services and Controls

Amar Sukhai
Turnkey Account Manager

James Desousa
Account Executive

This proposal is valid for 30 days from the date of proposal.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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

CUSTOMER ACCEPTANCE	
Authorized Representative	_____
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	_____
Trane's License Number: CAC#0023485	

TERMS AND CONDITIONS – QUOTED SERVICE

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

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

1. **Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
3. **Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

4. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

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

6. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

7. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when 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 connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

8. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

9. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

10. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

11. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

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

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

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

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

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

19. U.S. Government Contracts.

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

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and

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

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