

SERVICE AGREEMENT 2019-2022
LARAMIE COUNTY, WYOMING/ROCKY MOUNTAIN TRANE

This service Agreement (hereinafter "Agreement") made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming, 82003 ("COUNTY") and Rocky Mountain Trane, 2416 Donnell Court, Fort Collins, Colorado, 80524 ("CONTRACTOR"), is intended to provide for the service and maintenance of COUNTY'S heating, ventilating and air conditioning systems (hereinafter 'HVAC').

I. PURPOSE

The purpose of this Agreement is to provide for the service and maintenance of COUNTY'S HVAC systems.

II. TERM

This Agreement shall run from July 1, 2019 through and until June 30, 2022.

III. PAYMENT

A. COUNTY shall pay CONTRACTOR \$229,882.00 for year one, \$237,927.87 for year two, and \$246,217.54 for year three for the service and maintenance of the HVAC systems in the COUNTY buildings as described in "Attachment A."

B. Payment will be made upon receipt of the CONTRACTOR'S invoice quarterly to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide preventive maintenance and full service maintenance and service on the HVAC systems in the COUNTY buildings. This covers air handling units and coils, rooftop units, cooling towers, variable frequency drives, boilers, fans, pumps, motors, and other general mechanical equipment as well as the buildings automation systems and controls. This includes all parts, labor and miscellaneous material need to keep the covered equipment in proper operating condition. This includes 24-hour service, seven days a week including holidays. In the event of a catastrophic failure of the chiller at the Courthouse, CONTRACTOR is responsible for the first \$5,000.00 (see Attachment A).

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of

this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. **Independent Contractor:** The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. **Acceptance Not Waiver:** COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. **Entire Agreement:** This Agreement (5 pages) and Attachment A (18 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. **Assignment:** Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. **Modification:** This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. **Invalidity:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended

nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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SERVICE AGREEMENT 2019-2022
LARAMIE COUNTY, WYOMING/ROCKY MOUNTAIN TRANE
Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

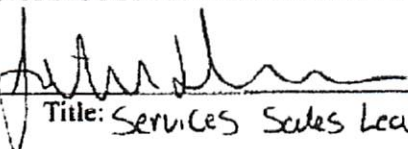
Date _____

ATTEST:

By: _____
Debra Lee, Laramie County Clerk

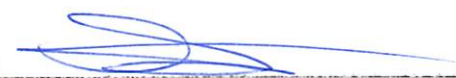
Date _____

CONTRACTOR: ROCKY MOUNTAIN TRANE

By:  _____
Title: Services Sales Leader

Date 6-25-19

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 6/26/19



Trane U.S. Inc. dba Trane
445 Bryant St., Suite 5
Denver, CO 80204-4800
Phone: (303) 228-3300, Fax: (303) 228-2828

April 26, 2019

Chris Wegner
Laramie County Government
309 West 20th Street
Suite 1900
CHEYENNE, WY 82001 U.S.A.

ATTENTION: Chris Wegner

SUBJECT: Continuation of Service Agreement FC17005

Your Trane Service Agreement is scheduled for renewal on **7/1/2019**. To assure that there will be no interruption of service and benefits to Laramie County Government your Service Agreement will be extended through **6/30/2022**. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	229,882.00 USD	57,470.50	Quarter
Year 2	237,927.87 USD	59,481.97	Quarter
Year 3	246,217.54 USD	61,554.39	Quarter

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Laramie County Government accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Stephen Shaw
Account Manager
Trane

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

SITE COVERAGE

The following Sites are included:

Archer Complex Planning and Development	13797 Prairie Center Circle, CHEYENNE, WY 82009, United State Year 1 Cost: 29,033.00 USD Year 2 30,049.16 USD Year 3 31,100.87 USD
City and County Health Department	100 Central Avenue, CHEYENNE, WY 82007, United States Cost: 16,418.00 USD 16,992.63 USD 17,587.37 USD
Laramie County Courthouse	309 West 20th Street, CHEYENNE, WY 82001, United States Cost: 61,425.00 USD 63,574.87 USD 65,800.00 USD
Laramie County Emergency Management Building	3962 Archer Parkway, CHEYENNE, WY 82009, United States Cost: 20,163.00 USD 20,868.70 USD 21,599.11 USD
Laramie County Library	2200 Pioneer Avenue, CHEYENNE, WY 82001, United States Cost: 38,585.00 USD 39,935.48 USD 41,333.21 USD
Laramie County Public Works Building	13797 Prairie Center, CHEYENNE, WY 82009, United States Cost: 24,029.00 USD 24,870.02 USD 25,740.46 USD
Laramie County Records Center	2001 Carey Avenue, CHEYENNE, WY 82001, United States Cost: 19,031.00 USD 19,697.08 USD 20,348.69 USD
Laramie County Shooting Sports Complex	13802 Bullseye Boulevard, CHEYENNE, WY 82009, United States Cost: 21,198.00 USD 21,939.93 USD 22,707.83 USD

Total: 229,882.00 USD 237,927.87 USD 246,217.54 USD

Total Over Entire Three Year Contract = 714,027.41 USD

Notes:

- 1) Archer Farmhouse and Bunkhouse included in Service Agreement
- 2) Laramie County Sheriff's Department is not covered

Archer Complex Planning and Development

The following "Covered Equipment" will be serviced at Archer Complex Planning and Development:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Indoor Makeup Air Handler - Gas Heating	1	Trane	CSI A1030	NS4434006	AHU-1A
Indoor M-Series Climate Changer air handler	1	Trane	CSI-A1014	NS4434025	AHU-1B
Indoor M-Series Climate Changer air handler	1	York International		NS4434039	CORONER AHU 1

Description

AHU Annual Inspection M-series (Service 1)
MCCB Quarterly Inspections (Service 47)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	1	Trane	UHSA020-S2	NS4434026	HUH-1
Unit Heaters - Generic	1	Trane	UHSA038-S2	NS4434027	HUH-2

Description

Unit Heater Maintenance (Service 71)

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Aerco International	MLX-606	NS4434007	B-2
Boilers - Generic	1	Aerco International	MLX-606	NS4434008	B-1

Description

Boiler Annual Maintenance (Service 16)
Boiler Semi-Annual Maintenance (Service 20)

Quantity Per Term

1
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Baltimore Air Coil Company	VFI-036-22	NS4434021	TOWER 1

Description

Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell) (Service 10)
Winterizing only Mechanical-Draft Cooling Tower (1 Cell) (Service 79)

Quantity Per Term

1
1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	B&G 1510	NS4434011	HP-1
Pumps	1	Bell and Gossett	B&G 1510	NS4434012	HP-2
Pumps	1	Bell and Gossett	B&G 1510	NS4434013	CWP 1
Pumps	1	Bell and Gossett	B&G 1510	NS4434015	CWP 2
Pumps	1	Bell and Gossett	B&G PL-30	NS4434018	RCP 1
Pumps	1	Bell and Gossett	B&G PL-30	NS4434019	RCP 2
Pumps	1	Bell and Gossett	B&G PL-50	NS4434016	BP 1
Pumps	1	Bell and Gossett	B&G PL-50	NS4434017	BP 2

Description

Annual Pump Maintenance (Service 12)

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Energy Recovery System	1	Engineered Air LLC		NS4434009	ERV-1

Description

ERU Annual Inspection (Service 27)
ERU Quarterly Inspection (Service 28)

Quantity Per Term

1
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fans - Generic	1	Greenheck	BSQ-360HP-	NS4434037	EF-2B
Fans - Generic	1	Greenheck	CSP-700A	NS4434035	EF-1B
Fans - Generic	1	Greenheck	CSP-A209	NS4434036	EF-2A
Fans - Generic	1	Greenheck	CSP-A700	NS4434034	EF-1A

Description **Quantity Per Term**
Generic Exhaust Fan Maintenance (Service 37) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Controls - System	1	Johnson Controls Inc	METASYS	NS4434023	BMS

Description **Quantity Per Term**
Controls seasonal inspection (Service 23) 1
Annual Controls Inspection (Service 5) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Hydronic Unit Heaters	1	Rinnai	RC98HP1	NS4434029	IWH 2B
Hydronic Unit Heaters	1	Rinnai	RC98HP1	NS4434030	IWH 1A
Hydronic Unit Heaters	1	Rinnai	RC98HP1	NS4434031	IWH 1B
Hydronic Unit Heaters	1	Rinnai	RC98HP1	NS4434033	IWH 2A

Description **Quantity Per Term**
Annual HW Heater Maintenance (Service 6) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VAV Changeover/Bypass	1	Titus	DESV	NS4434038	VAVS 1-16

Description **Quantity Per Term**
Quarterly Review (Service 54) 4

City and County Health Department

The following "Covered Equipment" will be serviced at City and County Health Department:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	2	Burnham Corporation	SERIES 608	NS4432532	

Description **Quantity Per Term**
Boiler Annual Maintenance (Service 16) 1
Boiler - Semi Annual (Service 15) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Condenser Units	1	Carrier Corporation		4111Q43604	
Condenser Units	1	Carrier Corporation		4111Q43606	
Condenser Units	1	Lennox Industries	5 TON	NS4432537	

Description **Quantity Per Term**
Copy of 3-10 ton, check temps, clean coils (Service 25) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	McQuay International		NS4432533	
Split System Air Conditioners - Generic	1	McQuay International		NS4432534	

Description	Quantity Per Term
Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) (Service 60)	1
Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser) (Service 62)	1
Split System Air Handler Quarterly Maintenance (Includes Condenser) (Service 64)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Ductless Mini-Splits Systems	1	Mitsubishi Electric US Inc	PAX	NS4432540	

Laramie County Courthouse

The following "Covered Equipment" will be serviced at Laramie County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll Chiller	1	Multi-Stack	TBD	TBD	CH1-5

Description	Quantity Per Term
Centrifugal Annual Inspection (Service 21)	1
Centrifugal Seasonal Shut Down (Service 22)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008BBB	K02D58240	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008BBB	K02D58241	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008GAC	K02D58237	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008GCC	K02D58242	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008HBA	K02D58239	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008TBC	K02D58238	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA008U0B	K02D58236	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066BBB	K02D58224	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066BJB	K02D58225	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066GDC	K02D58221	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066GGC	K02D58226	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066HEA	K02D58223	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066TFC	K02D58222	
Outdoor T-Series Climate Changer air handler	1	Trane	TSCA066U0B	K02D58220	

Description	Quantity Per Term
T Series Annual Maintenance - Including Cooling Seasonal Start-Up (Service 66)	1
T Series Semi-Annual Maintenance - Including Heating Seasonal Start-Up (Service 68)	1
T Series Quarterly Maintenance (Service 67)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	Trane	YC-D-180	NS4432332	COUNTY COM METTING RTU

Description	Quantity Per Term
Voyager Cooling Pre-Season Annual Start Up (Service 74)	1
Voyager Gas Heat Pre-Season Annual Start Up (Service 75)	1
Voyager Quarterly Inspection (Service 76)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	TBD			C-1A
Pumps	1	TBD			C-1C
Pumps	1	TBD			CSP-1
Pumps	1	TBD			CSP-2
Pumps	1	TBD			CWP-4
Pumps	1	TBD			CWP-3
Pumps	1	TBD			CWP-2
Pumps	1	TBD			CWP-1
Pumps	6	TBD			HWP-1,2,3,4,5,6,7

Description	Quantity Per Term
Annual Pump Maintenance (Service 11)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Sterling	RT80	NS4432351	AHU-1

Description	Quantity Per Term
Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 44)	1
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 45)	1
Makeup Air Handler Quarterly Maintenance (Service 46)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VAV Fan Powered Terminal Units	1	Titus	BHW-4	NS4432528	VAV 1-124

Description	Quantity Per Term
CSP VAV-110 VCXE VAV Inspection (Service 26)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	UNKNOWN		NS4432348	IT-2

Description	Quantity Per Term
Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance (Service 41)	1
Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance (Service 42)	1
Light Commercial Package Rooftop (1-10 tons) Quarterly Maintenance (Service 43)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
CRAC Unit	1	Liebert	TOB		AC IT Server

Description	Quantity Per Term
Maintenance	4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	UNKNOWN	TBD		B-1
Boilers - Generic	1	UNKNOWN	TBD		B-2

Description	Quantity Per Term
Boiler Seasonal Start Up (Service 19)	1
Boiler Seasonal Shut Down (Service 18)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	UNKNOWN	TBD		CT

Description	Quantity Per Term
Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell) (Service 10)	1
Annual Shut-Down Mechanical Draft Cooling Tower (1 Cell) (Service 13)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fans - Generic	1	Penn Ventilation Inc	AT 10	NS4432492	C103-F
Fans - Generic	1	Penn Ventilation Inc	DX 14	NS4432489	C103-B
Fans - Generic	1	Penn Ventilation Inc	DX10B	NS443245	C-103A
Fans - Generic	1	Penn Ventilation Inc	XQ 60	NS4432491	C103-E
Fans - Generic	1	UNKNOWN		NS4432493	EF
Fans - Generic	1	UNKNOWN		NS4432494	EF

Description	Quantity Per Term
Generic Exhaust Fan Maintenance (Service 37)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Humidifiers, Central Vacuums, Air Cleaners-Generic	1	UNKNOWN		NS4432495	HU

Description	Quantity Per Term
Humidifier Maintenance (Service 40)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Hydronic Unit Heaters	1	UNKNOWN		NS4432510	UH-1
Hydronic Unit Heaters	1	UNKNOWN		NS4432512	UH-2
Hydronic Unit Heaters	1	UNKNOWN		NS4432513	UH-3
Hydronic Unit Heaters	1	UNKNOWN		NS4432514	UH-4
Hydronic Unit Heaters	1	UNKNOWN		NS4432515	UH-5
Hydronic Unit Heaters	1	UNKNOWN		NS4432517	UH-6
Hydronic Unit Heaters	1	UNKNOWN		NS4432519	UH-7

Description	Quantity Per Term
Annual HW Heater Maintenance (Service 7)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Drives - Generic	1	UNKNOWN	TOB		VFD
Drives - Generic	1	UNKNOWN	TOB		VFD
Drives - Generic	1	UNKNOWN	TOB		VFD
Drives - Generic	1	UNKNOWN	TOB		VFD

Description	Quantity Per Term
Generic Drive Maintenance (Service 36)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Controls - System	1	UNKNOWN		NS4432529	HV

Description	Quantity Per Term
Controls seasonal inspection (Service 23)	1

Laramie County Emergency Management Building

The following "Covered Equipment" will be serviced at Laramie County Emergency Management Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Drives - Generic	1	Danfoss	VFD AHU	NS4454087	VFD 1

Description Quantity Per Term
Generic Drive Maintenance (Service 36) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Controls - System	1	Johnson Controls Inc		NS4454088	BMS 1

Description Quantity Per Term
Annual Controls Inspection (Service 5) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Cabinet Heaters - Generic	1	Sterling	HANGING HE	NS4454086	HH 2
Cabinet Heaters - Generic	1	Sterling	HANING HEA	NS4454085	HH 1

Description Quantity Per Term
Annual Inspection Cabinet Heater (Service 8) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Indoor M-Series Climate Changer air handler	1	York International	YORK AHU	NS4453867	AHU 1

Description Quantity Per Term
AHU Annual Inspection M-series (Service 1) 1
AHU Running Inspection (Service 2) 3

Laramie County Library

The following "Covered Equipment" will be serviced at Laramie County Library:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Trane (RMWD) Refrigerant Monitor	1	Trane	RMWERP811E	L06H04206	

Description Quantity Per Term
Refrigerant Monitor Annual Maintenance (Service 55) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Water-Cooled Optimus (TM)	1	Trane	RTHDUC1FXH	U06K00102	CHILLER 1

Description Quantity Per Term
Water Cooled Rotary Annual Inspection (Service 77) 1
Water Cooled Rotary Seasonal Shut Down (Service 78) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Aerco International	BENCHMARK	NS4432586	BOILER 1
Boilers - Generic	1	Aerco International	BENCHMARK	NS4432588	BOILER 3
Boilers - Generic	1	Aerco International	BENCHMARK	NS44432587	BOILER 2

Description	Quantity Per Term
Boiler Seasonal Start Up (Service 19)	1
Boiler Semi-Annual Maintenance (Service 20)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Mechanical-Draft Towers	1	Baltimore Aircoil Company		NS4432595	TW 1

Description	Quantity Per Term
Annual Start-Up Mechanical-Draft Cooling Tower (1 Cell) (Service 14)	1
Annual Shut-Down Mechanical Draft Cooling Tower (1 Cell) (Service 13)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett		NS4432589	HW 1
Pumps	1	Bell and Gossett		NS4432590	HW 2
Pumps	1	Bell and Gossett		NS4432591	CW 1
Pumps	1	Bell and Gossett		NS4432593	CW 2
Pumps	1	Bell and Gossett		NS4432594	CHW 1
Pumps	1	Bell and Gossett		NS4438390	CHW 2

Description	Quantity Per Term
Annual Pump Maintenance (Service 11)	1
Semi-Annual Pump Maintenance (Service 58)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Humidifiers, Central Vacuums, Air Cleaners-Generic/ D.A.P	1	Data Aire Incorporated		NS4432623	HUM 1

Description	Quantity Per Term
Humidifier Annual Maintenance (Service 39)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fans - Generic	1	Greenheck		NS402853	EF 1
Fans - Generic	1	Greenheck		NS4432619	EF 2
Fans - Generic	1	Greenheck		NS4432620	EF 3
Fans - Generic	1	Greenheck		NS4432621	EF 4

Description	Quantity Per Term
Roof mounted exhaust fan annual maintenance with belt replacement (Service 56)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Controls - System	1	Johnson Controls Inc	METASYS	NS4432592	

Description	Quantity Per Term
Annual Controls Inspection (Service 5)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	McQuay International		NS4432584	MAU 1
Makeup Air Handlers - Generic	1	McQuay International		NS4432585	MAU 2
Makeup Air Handlers - Generic	1	McQuay International		NS4438320	MAU 3

Description	Quantity Per Term
Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 44)	1
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 45)	1
Makeup Air Handler Quarterly Maintenance (Service 46)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Air Volume Units - Generic	1	McQuay International		NS4432602	VAV 1 - 75

Description	Quantity Per Term
VAV Limited Inspection (Service 73)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan Coil Air Conditioners (UniTrane)	1	McQuay International		NS4432608	FCU 1 CHILLER
Fan Coil Air Conditioners (UniTrane)	1	McQuay International		NS4432609	FCU 2 BOILER RM

Description	Quantity Per Term
Fan Coil Unit Annual (Service 30)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Hydronic Unit Heaters	1	McQuay International		NS4432610	VESTIBUAL
Hydronic Unit Heaters	1	McQuay International		NS4432611	CAB CORRIDOR
Hydronic Unit Heaters	1	McQuay International		NS4432612	CAB 138
Hydronic Unit Heaters	1	McQuay International		NS4432613	CAB STAIRWAY 109
Hydronic Unit Heaters	1	McQuay International		NS4432614	CAB BISTRO ENTERANCE
Hydronic Unit Heaters	1	McQuay International		NS4432615	CAB STAIRWAY RM 415
Hydronic Unit Heaters	1	McQuay International			Garage Heater

Description	Quantity Per Term
Annual HW Heater Maintenance (Service 7)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Mitsubishi Electric US Inc		NS4432603	AC 1 RM 123
Split System Air Conditioners - Generic	1	Mitsubishi Electric US Inc		NS4432604	AC 2 RM 134
Split System Air Conditioners - Generic	1	Mitsubishi Electric US Inc		NS4432606	AC 3 RM 331

Description	Quantity Per Term
Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser) (Service 60)	1

Laramie County Public Works Building

The following "Covered Equipment" will be serviced at Laramie County Public Works Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan-Coil Air Conditioners - Generic	1	Trane	CSIA017	VS4453636	AHU 1
Fan-Coil Air Conditioners - Generic	1	Trane	UW	NS4453656	CC-1

Description **Quantity Per Term**
Fan Coil Unit Maintenance (Service 31) 4

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Hydronic Unit Heaters	1	Trane	WHS-A-020-S	NS4433981	UH-1
Hydronic Unit Heaters	1	Trane	WHS-A-038-S	NS4453640	UH-2

Description **Quantity Per Term**
Annual HW Heater Maintenance (Service 7) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fans - Generic	1	Greenheck	350-300-10	NS4453643	EF-3A
Fans - Generic	1	Greenheck	350-300-50	NS4453645	EF-1B
Fans - Generic	1	Greenheck	350-300-50	NS4453646	SF-1B
Fans - Generic	1	Greenheck	5BE-2H30-1	NS4453647	EF-1C
Fans - Generic	1	Greenheck	5BE-2H30-1	NS4453648	EF-2C
Fans - Generic	1	Greenheck	5BE-2H30-1	NS4453649	EF-3C
Fans - Generic	1	Greenheck	CSP-A1550	NS4453642	EF-2A
Fans - Generic	1	Greenheck	CSP-A510	NS4453644	EF-4A
Fans - Generic	1	Greenheck	CSP-B160	NS4453641	EF-1A
Fans - Generic	1	Greenheck	SE1-12-432	NS4453650	EF-4C

Description **Quantity Per Term**
Generic Exhaust Fan Maintenance (Service 37) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Aerco International		NS4453638	BLR 2
Boilers - Generic	1	Aerco International	MODULUX303	NS4453637	BLR 1
Boilers - Generic	1	UNKNOWN	RC98HP1 RE	NS4453655	IWH 2

Description **Quantity Per Term**
Boiler Annual Maintenance (Service 16) 1
Boiler Semi-Annual Maintenance (Service 20) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Energy Recovery System	1	Greenheck	ERV-74H-30	NS4453667	ERV-1

Description **Quantity Per Term**
ERU Annual Inspection (Service 27) 1
ERU Quarterly Inspection (Service 28) 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Computer Room Air Conditioners-Generic	1	Liebert Corporation	04S12LAU	NS4453657	CC-2
Computer Room Air Conditioners-Generic	1	Liebert Corporation	04S12LAU	NS4453658	CC-3
Computer Room Air Conditioners-Generic	1	Liebert Corporation	VS077KUACE	NS4453662	CRAC-1
Computer Room Air Conditioners-Generic	1	Liebert Corporation	VS077KUACE	NS4453663	CRAC-2

Description	Quantity Per Term
Split System Computer Room Unit Annual Maintenance (Service 65)	1
Air Handling Computer Room Unit Semi-Annual Maintenance (Service 4)	1
Air Handling Computer Room Unit Quarterly Maintenance (Service 3)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled	1	Liebert Corporation	DDNT650R40	VS4453664	DC-1
Air Cooled	1	Liebert Corporation	DDNT650R40	VS4453665	DC-2

Description	Quantity Per Term
Annual Maintenance Hussmann Air Cooled Condenser (Service 9)	1
Semi-Annual Maintenance Hussmann Air Cooled Condenser (Service 57)	1
Quarterly Maintenance Hussmann Air Cooled Condenser (Service 53)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fan Coil Air Conditioners (UniTrane)	1	Mitsubishi Electric US Inc	PKA-A36FAL	NS4453660	FCU-1

Description	Quantity Per Term
Fan Coil Unit Annual (Service 30)	1
Fan Coil Running Inspection (Service 29)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Condenser Units	1	Mitsubishi Electric US Inc	PUY-A36NHA	NS4453661	CU-1

Description	Quantity Per Term
Copy of 3-10 ton, check temps, clean coils (Service 25)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup Air Handlers - Generic	1	Reznor	UDAS 300	NS4453651	AREA B
Makeup Air Handlers - Generic	1	Reznor	UDAS 75	NS4453652	WELDING BULK OIL
Makeup Air Handlers - Generic	1	Reznor	USDA 400	NS4453653	AREA C

Description	Quantity Per Term
Makeup Air Handler Cooling Pre-Season Annual Maintenance (Service 44)	1
Makeup Air Handler Heating Pre-Season Annual Maintenance (Service 45)	1
Makeup Air Handler Quarterly Maintenance (Service 46)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Radiant Heater	1	Roberts Gordon Infrared Heaters	CTW2-175	NS4453666	RH-1

Description	Quantity Per Term
Tube Heater Visual Inspection (Service 70)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
VAV Changeover/Bypass	1	Titus	TITUS DESV	NS4453659	VAV 4-16

Description	Quantity Per Term
Quarterly Review (Service 54)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	UNKNOWN	RC98HG1 RE	NS4453654	IWH 1

Description	Quantity Per Term
Per Manufacture Specs (Service 52)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Evaporative Condensers	1	Baltimore Air Coil Company	VF1-01B-22	NS4453639	TOWER 1

Laramie County Records Center

The following "Covered Equipment" will be serviced at Laramie County Records Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Furnaces - Generic	1	Trane	XB-80	NS4432551	
Furnaces - Generic	1	Trane	XB-80	NS4436770	
Furnaces - Generic	1	Trane	XB-80	NS4436771	

Description	Quantity Per Term
Gas Furnace Annual Inspection (Service 33)	1
Gas Furnace Semi-Annual Inspection (Service 35)	1
Gas Furnace Quarterly Inspection (Service 34)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Furnaces - Generic	1	Trane	XB-80	NS4432559	

Description	Quantity Per Term
Gas Furnace Annual Inspection (Service 33)	1
Gas Furnace Semi-Annual Inspection (Service 35)	1
Gas Furnace Quarterly Inspection (Service 34)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Conditioners - Generic	1	Trane	XL-14	NS4432547	
Split System Air Conditioners - Generic	1	Trane	XL-14	NS4436774	
Split System Air Conditioners - Generic	1	Trane	XL-14	NS4436775	
Split System Air Conditioners - Generic	1	Trane	XL-14	NS4436776	

Description	Quantity Per Term
Cooling Annual (Service 24)	1
Mid-Season Running Inspection RCP/DX-230 (Service 48)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Thermostats and Temperature	1	Honeywell Inc	AUTO CHANG	NS4432545	HVC

Description	Quantity Per Term
Thermostat Inspection (Service 69)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	1	Modine Manufacturing Company	HOTDAWG 75	NS4432542	UH-1
Unit Heaters - Generic	1	Powerex	4000 BTU	NS4432543	UH-2

Description	Quantity Per Term
Heating Only Units Maintenance (Service 38)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
PTAC Orders - Non CSO	1	Amana Corporation	1200 BTU	NS4432552	

Laramie County Shooting Sports Complex

The following "Covered Equipment" will be serviced at Laramie County Shooting Sports Complex:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Heaters - Generic	1	Trane	FTU 36K BT	NS4438174	FTU 1

Description

Unit Heater Maintenance (Service 72)

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Split System Air Handlers - Generic	1	Trane	MCB-3	NS4438157	AHU 3
Split System Air Handlers - Generic	1	Trane	MCB-3	NS4438158	AHU 4
Split System Air Handlers - Generic	1	Trane	SERIES W S	NS4436961	HEAT COIL/ EVAP 1
Split System Air Handlers - Generic	1	Trane	SERIES W S	NS4438134	HEAT COIL/ EVAP 2

Description

Split System Air Handler Cooling Pre-Season Annual Maintenance (Air Handler Only) (Service 59)

Quantity Per Term

1

Split System Air Handler Heating Pre-Season Annual Maintenance (Air Handler Only) (Service 61)

1

Split System Air Handler Quarterly Maintenance (Air Handler Only) (Service 63)

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Condensing Unit	1	Trane	TTA 120	VS4438180	CU 4
Condensing Unit	1	Trane	TTA-120	NS4438161	CU 3

Description

Odyssey Cooling Pre-Season Annual Start Up (Service 50)

Quantity Per Term

1

Odyssey Quarterly Inspection (Service 51)

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1531	NS4438171	HEATING PUMP 1
Pumps	1	Bell and Gossett	1531	NS4438179	HEATING PUMP 2

Description

Annual Pump Maintenance (Service 11)

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Burnham Corporation	100 HP WAT	NS4438162	BOILER 1

Description

Boiler Seasonal Start Up (Service 19)

Quantity Per Term

1

Boiler Semi-Annual Maintenance (Service 20)

1

Boiler Quarterly Maintenance (Service 17)

2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Fans	1	Greenheck		NS4438167	KITCHEN FAN
Fans	1	Greenheck		NS4438178	RANGE FAN 1
Fans	1	Greenheck		VS4438166	RANGE FAN 2

Description

Fan Running Inspection (Service 32)

Quantity Per Term

1

CUSTOMER SERVICE FLOWS

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

Service 1: AHU Annual Inspection M-series

Description

- Report in with Customer Representative. Review customer reports with the customer for operational problems and trends
- Inspect the unit for cleanliness
- Inspect the fan wheel and shaft for wear and clearance
- Inspect sheaves and pulleys for wear and alignment
- Inspect belts for tension, wear, cracks and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment
- verify clean condensate pan
- Verify proper operation of the condensate drain.
- Verify clean air filters.
- Verify clean coils
- Verify proper operation of the spray pump, if applicable.
- Verify smooth fan operation.
- Log the operating conditions after the system has stabilized.
- Lubricate the fan shaft bearings, if applicable.
- Lubricate the motor bearings as necessary.
- Test the operation of the low temperature safety device, if applicable.
- Test the operation of the high static pressure safety device, if applicable.
- Test the operation of the low static pressure safety device, if applicable.
- Check the thermal cutout on electric heaters, if applicable.
- Check the step controller, if applicable.
- Check and record supply air and control air pressure, if applicable.
- Verify the operation of the control system and dampers while the fan is operating.
- Clean the starter and cabinet.
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Check the condition of the contacts for wear and pitting
- Check the contactors for free and smooth operation.
- Meg the motor and record reading.
- Provide a written report of the completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 2: AHU Running Inspection

Description

- Check the general condition of the fan
- Verify smooth fan operation.
- Check and record supply air and control air pressure, if applicable.
- Verify the operating conditions after the system has stabilized.
- Review operating procedures with operating personnel.
- Provide a written report of the completed work, operating log, and indicate any uncorrected deficiencies detected.
- Filter Inspection And Change

Service 3: Air Handling Computer Room Unit Quarterly Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection

- Return Air Filter Inspection (Computer Room)
- Pre-Filter Inspection (Computer Room)
- Log Unit (Computer Room)

Service 4: Air Handling Computer Room Unit Semi-Annual Maintenance

Description

- Customer Notification for Computer Room Units
- Unitary Visual Equipment Inspection
- Return Air Filter Inspection (Computer Room)
- Pre-Filter Inspection (Computer Room)
- Steam Generating Humidification Inspection
- Electrical Inspection (AHU Computer Room)
- Log Unit (Computer Room)

Service 5: Annual Controls Inspection

Description

- Annual Controls Inspection

Service 6: Annual HW Heater Maintenance

Description

- Verify proper operation of the temperature control device if applicable.
- Check Operating Temperatures
- Perform combustion test and adjust the burner for maximum efficiency. rate, Fuel/air ratio, CO2, CO, NOX , Perform smoke test.

Test the following items: Firing

Service 7: Annual HW Heater Maintenance

Description

- Verify proper operation of the temperature control device if applicable.
- Check Operating Temperatures
- Perform combustion test and adjust the burner for maximum efficiency. rate, Fuel/air ratio, CO2, CO, NOX , Perform smoke test.

Test the following items: Firing

Service 8: Annual Inspection Cabinet Heater

Description

- Annual Cabinet Heater Inspection

Service 9: Annual Maintenance Hussmann Air Cooled Condenser

Description

- Hussmann Condenser Coil, Fan Motor and Blade Inspection
- Hussmann Electrical Control Panel Inspection on Condenser
- Hussmann Leak Check Condensers
- Hussmann Control Board Inspection
- Hussmann Cabinet and Component Cleaning
- Hussmann Condenser Fan Voltage and Amperage Check
- Hussmann Clean Air Cooled Condenser Coils
- Hussmann Condenser Hydrosorb Clamp Inspection
- Hussmann Condenser Mount Inspection
- Hussmann Complete PM Checklist

Service 10: Annual Mechanical-Draft Cooling Tower Inspect and Clean (1 Cell)

Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Verify Water Level
- Tower Upper And Lower Basin Inspection And Clean
- Check Condition Of Belt Drive For Cooling Tower
- Fan Shaft Bearing Lubrication For Cooling Tower
- Fan Check For Cooling Tower
- Cooling Tower Motor Check And Lube

- Basin Heater Inspection On Cooling Tower

Service 11: Annual Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Y Strainer Maintenance - 8 Inch Pipe or Less
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 12: Annual Pump Maintenance

Description

- Report in with the Customer Representative.
- Check motor shaft and pump shaft for alignment, if applicable.
- Inspect the coupling for wear.
- Verify that the shaft guard is in place and tight, if applicable.
- Verify water flow through the pump.
- Check for leaks on the mechanical pump seals, if applicable. Verify proper drip rate on the pump seal packing, if applicable.
- Verify smooth operation of the pump.
- Lubricate the motor bearings as necessary.
- Clean the starter and cabinet.
- Change filter
- Inspect wiring and connections for tightness and signs of overheating and discoloration. Meg the motor. Verify tight connections on the motor terminals.
- Check the condition of the contacts for wear and pitting, if applicable. Check the contactors for free and smooth operation.
- Verify proper volts and amps. Record and report abnormal conditions, measurements taken, etc. Review customer logs with the customer for operational problems and trends.

Service 13: Annual Shut-Down Mechanical Draft Cooling Tower (1 Cell)

Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Winterizing Cooling Tower With Shut Down
- Check Condition Of Belt Drive For Cooling Tower
- Fan Shaft Bearing Lubrication For Cooling Tower
- Cooling Tower Motor Check And Lube
- Basin Heater Inspection On Cooling Tower

Service 14: Annual Start-Up Mechanical-Draft Cooling Tower (1 Cell)

Description

- Inspect External Condition Of Tower
- Visual Inspection Of Mechanical Operating Unit
- Fan Shaft Bearing Lubrication For Cooling Tower
- Check Condition Of Belt Drive For Cooling Tower
- Cooling Tower Motor Check And Lube
- Fill Cooling Tower
- Fan Check For Cooling Tower
- Verify Water Level
- Tower Upper And Lower Basin Inspection Only

Service 15: Boiler - Semi Annual

Description

- Check pH balance of boiler water. Provide written treated and raw water analysis

- Adjust water chemistry to meet or exceed boiler manufactures spec.

Service 16: Boiler Annual Maintenance

Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Light Commercial)
- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- External Cleaning for Natural/Propane Water Boiler (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Light Commercial) (Natural Gas/Propane)

Service 17: Boiler Quarterly Maintenance

Description

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

Service 18: Boiler Seasonal Shut Down

Description

- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Light Commercial)

Service 19: Boiler Seasonal Start Up

Description

- Water Boiler Maintenance Safety Check
- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- External Cleaning for Natural/Propane Water Boiler (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Light Commercial) (Natural Gas/Propane)

Service 20: Boiler Semi-Annual Maintenance

Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Light Commercial)
- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- External Cleaning for Natural/Propane Water Boiler (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)
- Boiler External Inspection for Water Boilers (Light Commercial) (Natural Gas/Propane)

Service 21: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change

- Leak Check With Hot Water/Electric
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device

Service 22: Centrifugal Seasonal Shut Down

Description

- Initial Site Inspection
- Review Diagnostics
- Customer Notification Of Chiller Shut Down Including Lock Out
- Isolate Unit and Pumps and Lock Out Tag Out

Service 23: Controls seasonal inspection

Description

- Visual Equipment Inspection
- Back-up all system programming
- Check operation of valves, dampers, and VFD
- Check and calibrate all control temp sensors
- Check all controls interlock
- Perform controller debug, and operation check on field server
- Perform history, alarm and admit logs back up and reports
- Check operation of VAV boxes controllers
- Manual Log
- Return unit to normal operation

Service 24: Cooling Annual

Description

- Check in with customer representative
- Lock Out Tag Out Condenser
- Electrical Inspection
- Leak test
- VAV Inspection
- Condenser Coil Check
- Condenser Physical Fan Check
- Condenser coil cleaning
- Remove Lock Out Tag Out
- Manual Log
- Clean up work site
- Check out with customer representative

Service 25: Copy of 3-10 ton, check temps, clean coils

Description

- Report in with the Customer Representative
- Check the general condition of the fan
- Check the operation of the control circuit.
- Check the setpoint and sensitivity of the temperature control device.
- Check the superheat and subcooling of the refrigerant circuit(s).
- Check the general condition of the unit

Service 26: CSP VAV-110 VCXE VAV Inspection

Description

- Safety
- Customer Notification
- Record and report abnormal conditions, take necessary measurements.
- Verify proper air valve operation
- Check and adjust velocity control
- Verify VAV Box sequence of operation
- Check and adjust all related controls.

Service 27: ERU Annual Inspection

Description

- Visual Inspection Of Mechanical Operating Unit
- Fan Bearing and Motor Lubrication
- Inspect belts for tension, wear, cracks and glazing.
- Inspect wiring and connections for tightness and signs of overheating and discoloration
- Check dampers for wear, security and linkage adjustment
- Meg the motor and record reading.
- Air Filter Change (No Access Panels)

Service 28: ERU Quarterly Inspection

Description

- Check belts for tension, wear, cracks, and/or glazing, if applicable
- Meg all pump motors and record readings. (Three to five motors)
- Air Filter Change (No Access Panels)

Service 29: Fan Coil Running Inspection

Description

- Perform Running Inspection

Service 30: Fan Coil Unit Annual

Description

- Report in with the Customer Representative.
- Record and report abnormal conditions
- Verify clean water coil
- Verify tightness of fan set screws
- Verify smooth fan operation.
- verify clean condensate pan
- Verify the operation of the condensate pump, if applicable.
- Verify proper operation of the temperature control device if applicable.
- Verify proper operation of the changeover valve, if applicable.

Service 31: Fan Coil Unit Maintenance

Description

- Annual Cabinet Heater Inspection

Service 32: Fan Running Inspection

Description

- CSP-Check the general operation of the fan
- CSP-Check and record supply and control air pressure
- CSP-Verify the operation of the control system
- CSP-Log the operating conditions after the system has stabilized.
- CSP-Review operating procedures with operating personnel.
- CSP-Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 33: Gas Furnace Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- General Furnace Maintenance
- Start Up Seasonal Heating (Gas) Unitary
- Filter Inspection And Change
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 34: Gas Furnace Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- General Furnace Maintenance
- Filter Inspection And Change
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 35: Gas Furnace Semi-Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- General Furnace Maintenance
- Filter Inspection And Change
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Service 36: Generic Drive Maintenance

Description

- Variable Frequency Drive Maintenance

Service 37: Generic Exhaust Fan Maintenance

Description

- Fan Inspection
- Starter Maintenance
- Meg Fan Without VFD

Service 38: Heating Only Units Maintenance

Description

- Heating Only Unit Mechanical Inspection
- Heating Only Unit Startup And Checkout (Electric Heat)

Service 39: Humidifier Annual Maintenance

Description

- Report in with Customer Representative. Review customer reports with the customer for operational problems and trends
- Record and report abnormal conditions, take necessary measurements.
- Verify clean strainer, if applicable.
- Check unit for scale build-up.
- Clean humidifier with liquid de-scaler as applicable
- Clean out loose scale and rinse humidifier sump with clean water
- Check unit for proper water level, distribution, and drainage.
- Check voltage and verify proper operation of the heating element, if applicable.
- Verify proper operation of the humidity control device.

Service 40: Humidifier Maintenance

Description

- Humidifier Maintenance

Service 41: Light Commercial Package Rooftop (1-10 tons) Cooling Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Coil Cleaning Water (Applied)
- Evaporator Generic Coil Cleaning-w/Solution (Light Commercial 1-10 Tons Rooftop NTP)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 42: Light Commercial Package Rooftop (1-10 tons) Heating Pre-Season Annual Maintenance

Description

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

Service 43: Light Commercial Package Rooftop (1-10 tons) Quarterly Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Check Damper (Light Commercial NTP Rooftop)
- Electrical Inspection (Light Commercial Under 10 Tons Rooftop NTP)
- Generic Check Delta T

Service 44: Makeup Air Handler Cooling Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Filter Inspection and Change (Generic)
- Condenser Coil Cleaning wo/Solution NTP Rooftop
- Evaporator Generic Coil Cleaning-w/Solution (Commercial Over 10 Tons Rooftop NTP)
- Remove Motor Wiring and Meg Compressor Motor Generic
- Generic Meg (One) Fan Motor
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Log Unit (NTP Cooling)

Service 45: Makeup Air Handler Heating Pre-Season Annual Maintenance

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- NTP Heating Inspection (Steam/Hot Water)
- Generic Check Delta T
- Log Unit (NTP Heating)

Service 46: Makeup Air Handler Quarterly Maintenance

Description

- Customer Notification

- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Electrical Inspection (Commercial Over 10 Tons Rooftop NTP)
- Generic Check Delta T

Service 47: MCCB Quarterly Innspections

Description

- Check the general condition of the fan and verify smooth fan operation.
- Check the belts for tension, wear, cracks, and glazing.
- Verify tight bolts, set screws, and locking collars.
- Check dampers for wear, security and linkage adjustment.
- Verify clean condensate pan. Verify proper operation of the condensate drain
- Verify clean air filters. Verify clean coils.
- Lubricate the fan shaft bearings, if applicable. Lubricate the motor bearings, if applicable.
- Clean the starter and cabinet. Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable. Check the condition of the contacts for wear and pitting.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
- Review customer logs with the customer for operational problems and trends.

Service 48: Mid Season Running Inspection RCP/DX-230

Description

- Check the general condition of the unit
- Log the operating conditions after the system has stabilized.
- Verify the operation of the control circuit.
- Check the operation of the lubrication system
- Analyze the recorded data. Compare the data to the original design conditions.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

Service 50: Odyssey Cooling Pre-Season Annual Start Up

Description

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

Service 51: Odyssey Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Log Unit (Unitary)

Service 52: Per Manufacture Specs

Description

- Per Manufacture Specs

Service 53: Quarterly Maintenance Hussmann Air Cooled Condenser

Description

- Hussmann Condenser Coil, Fan Motor and Blade Inspection
- Hussmann Electrical Control Panel Inspection on Condenser
- Hussmann Leak Check Condensers

- Hussmann Control Board Inspection
- Hussmann Cabinet and Component Cleaning
- Hussmann Condenser Fan Voltage and Amperage Check
- Hussmann Condenser Hydrosorb Clamp Inspection
- Hussmann Condenser Mount Inspection
- Hussmann Complete PM Checklist

Service 54: Quarterly Review

Description

- VAV Comprehensive Inspection

Service 55: Refrigerant Monitor Annual Maintenance

Description

- Lock Out Tag Out Refrigerant Monitor
- Change Monitor Filter(s)
- Start Up Refrigerant Monitor
- Calibrate Alarm Monitor
- Review Diagnostics and Set up Menu

Service 56: Roof mounted exhaust fan annual maintenance with belt replacement

Description

- Replace Belt
- Inspect fan blades and belts, if applicable.
- Inspect Fan Bearing Grease Connections

Service 57: Semi-Annual Maintenance Hussmann Air Cooled Condenser

Description

- Hussmann Condenser Coil, Fan Motor and Blade Inspection
- Hussmann Electrical Control Panel Inspection on Condenser
- Hussmann Leak Check Condensers
- Hussmann Control Board Inspection
- Hussmann Cabinet and Component Cleaning
- Hussmann Condenser Fan Voltage and Amperage Check
- Hussmann Condenser Hydrosorb Clamp Inspection
- Hussmann Condenser Mount Inspection
- Hussmann Complete PM Checklist

Service 58: Semi-Annual Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Pump Maintenance
- Remove Lock Out Tag Out
- Adjust Packing Seal
- Remove Lock Out Tag Out
- Log Pump

Service 59: Split System Air Handler Cooling Pre-Season Annual Maintenance (Air Handler Only)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Belt Driven)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)

Service 60: Split System Air Handler Cooling Pre-Season Annual Maintenance (Includes Condenser)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Belt Driven)
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Condensate Drip Pan Inspection and Treatment
- Electrical Inspection (Air Handler NTP)
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Coil Cleaning Water (Applied)
- Condenser Physical (One) Fan Check (Generic Condensing Unit)
- Remove Motor Wiring and Meg Compressor Motor Generic
- Electrical Inspection (Light Commercial Condensing Unit)
- Log Unit (NTP Cooling)

Service 61: Split System Air Handler Heating Pre-Season Annual Maintenance (Air Handler Only)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Belt Driven)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Steam/Hot Water)
- Generic Check Delta T
- Log Unit (NTP Air Handler)

Service 62: Split System Air Handler Heating Pre-Season Annual Maintenance (Includes Condenser)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Filter Inspection and Change (Generic)
- Supply Fan and Motor Inspection (Belt Driven)
- Supply Fan and Motor Inspection (Direct Drive)
- Replace Belt(s) on Supply Fan (Per Fan)
- Generic Meg (One) Fan Motor
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Steam/Hot Water)
- Generic Check Delta T
- Log Unit (NTP Air Handler)
- Remove Lock Out Tag Out, Restore to Normal Operation

Service 63: Split System Air Handler Quarterly Maintenance (Air Handler Only)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Filter Inspection and Change (Generic)
- Electrical Inspection (Air Handler NTP)
- Generic Check Delta T

Service 64: Split System Air Handler Quarterly Maintenance (Includes Condenser)

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection (Belt Driven)
- Supply Fan and Motor Inspection (Direct Drive)
- Filter Inspection and Change (Generic)
- Electrical Inspection (Air Handler NTP)
- NTP Heating Inspection (Steam/Hot Water)
- Generic Check Delta T
- Log Unit (NTP Air Handler)
- Lock Out Tag Out Condenser
- Condenser Coil Check (Generic)
- Log Unit (NTP Cooling)

Service 65: Split System Computer Room Unit Annual Maintenance

Description

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

Service 66: T Series Annual Maintenance - Including Cooling Seasonal Start-Up

Description

- Customer Notification
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan Without VFD
- Return Air Fan and Motor Inspection (Belt Driven)
- Meg Return Fan Without VFD
- Fan Bearing and Motor Lubrication
- Air Handler Filter Inspection
- Inspect Heat Recovery Wheel
- Coil Inspection (Climate Changer)
- Evaporator Coil Cleaning, No LOTO
- Condensate Inspection
- Remove Lock Out Tag Out
- Check Damper - T-Series or RRU
- Start-Up Seasonal Cooling
- Return Unit to Normal Operation
- Manual Log With Electronic Device
- Return Fan Variable Frequency Drive Maintenance - Intellipak/Voyager/AH

Service 67: T Series Quarterly Maintenance

Description

- Customer Notification
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)

- Air Handler Filter Inspection
- Inspect Heat Recovery Wheel
- Coil Inspection (Climate Changer)
- Remove Lock Out Tag Out
- Check Damper - T-Series or RRU
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 68: T Series Semi-Annual Maintenance - Including Heating Seasonal Start-Up

Description

- Customer Notification
- AHU Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection (AHU)
- Supply Fan and Motor Inspection (Air Handler)
- Meg Supply Fan Without VFD
- Return Air Fan and Motor Inspection (Belt Driven)
- Air Handler Filter Inspection
- Inspect Heat Recovery Wheel
- Heating Coil Cleaning
- Coil Inspection (Climate Changer)
- Condensate Inspection
- Remove Lock Out Tag Out
- Check Damper - T-Series or RRU
- Start Up Seasonal Heating-Steam or Hot Water
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Service 69: Thermostat Inspection

Description

- Thermostat Inspection

Service 70: Tube Heater Visual Inspection

Description

- Remove panels
- Visual Equipment Inspection
- Put panels back on unit

Service 71: Unit Heater Maintenance

Description

- Unit Heater Electrical Inspection
- NTP Unit Heater Inspection (Steam/Hot Water)

Service 72: Unit Heater Maintenance

Description

- Unit Heater Electrical Inspection
- NTP Unit Heater Inspection (Electrical)
- NTP Unit Heater Inspection (Steam/Hot Water)

Service 73: VAV Limited Inspection

Description

- VAV Limited Inspection

Service 74: Voyager Cooling Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY

- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Condenser Coil Cleaning (Light Commercial)
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 75: Voyager Gas Heat Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Heating Check (Natural Gas/Propane) 2 Stage Heating - Voyager/Foundation
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 76: Voyager Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Electrical Inspection
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper-VOY/PRE
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Service 77: Water Cooled Rotary Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out (Standard)

- Oil Level Check (Screw Machines) Per Circuit
- Compressor And Oil Separator Heater Check
- Oil Analysis Per Circuit
- Flow/Differential Mechanical Switch Check
- Start Chiller
- Leak Test Inspection (Positive Pressure)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Control Panel Electrical Inspection - Centrifugal
- Meg Compressor Motor With Solid State Starter
- Condenser Tube Brushing Including Head Removal
- High Side Leak Check Inspection
- Pre-Start Chiller Check
- Compressor Check (HeliRotor Compressors)
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 78: Water Cooled Rotary Seasonal Shut Down

Description

- Initial Site Inspection
- Review Diagnostics
- Customer Notification Of Chiller Shut Down Including Lock Out
- Isolate Unit and Pumps and Lock Out Tag Out

Service 79: Winterizing only Mechanical-Draft Cooling Tower (1 Cell)

Description

- Winterizing Cooling Tower Only

TERMS AND CONDITIONS (SERVICE)

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

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS 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 these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

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

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

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

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

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

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

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company 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 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 ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

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

11. 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 OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING 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.

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

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

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

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

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

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

16. Remote Connectivity. 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. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of

Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

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

18. 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.

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

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 or 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.

1-26.130-7 (0415)

Supersedes 1-26.130-7 (1114)