



INSPIRE · INNOVATE · ENGAGE

# NORTH SHORE

SCHOOL DISTRICT 112

Date: July 8, 2025

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Business Services/CSBO

Subject: Recommendation for Gilbane Bid Awards for Braeside Bid Release 1  
and Trane Turnkey Proposal

Policy Alignment: 4:60 Purchases and Contracts

Disposition: Information

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## Executive Summary:

A Request for Bid (RFB) for the Braeside Elementary School Additions and Renovations Projects Bid Release No. 1 was prepared and publicly issued by Gilbane Building Company as part of NSSD 112's Long Range Facility Planning Process Phase 2. The Braeside bids were opened on June 12th and June 19th. Gilbane analyzed the bids to ensure compliance with the scope of the required work. The Board Facilities Committee met on June 30 with representatives of Gilbane and Wight to review and discuss the bid recommendations. We recommend approval of the following bids:

- 02A: Demolition Work to Break Thru Enterprises, Inc.;
- 03A: Concrete Work to Premium Concrete, Inc.;
- 04A: Masonry Work to Jac Masonry, Inc.
- 05A: Structural & Misc. Steel Work to T.A. Bowman Constructors;
- 06A: Rough Carpentry & DFH Work to Straub Builders Inc. d/b/a Hargrave Builders, Inc.;
- 06B: Millwork & Finish Carpentry to Carroll Seating Company;
- 07A: Roofing Work to Anthony Roofing;
- 08A: Glass & Glazing Work to Lakeshore Glass & Mirror Co., Inc.;
- 09A: Framing & Drywall Work to ibuilders Corp.;
- 09B: Tile Work to Premier Tile and Stone;
- 09C: Carpet & Resilient Flooring Work to Diverzify+LLC;
- 09D: Painting & Wallcovering Work to Newdrow Painting, Inc. d/b/a Nedrow Decorating;
- 09E: Acoustical Ceiling Work to Just Rite Acoustics, Inc.;
- 09F: Rubber Athletic Flooring Work to Premier Tile and Stone, LLC;
- 10A: Signage to Ziken Signage, LLC;

- 10B: Fences to MBE Fence Inc;
- 11A: Athletic & Gym Equipment Work to The Larson Equipment & Furniture Company;
- 11B: Food Service Equipment Work to Stafford-Smith, Inc.;
- 14A: Elevators to TK Elevator Corporation;
- 14B: Wheelchair Lift to Garaventa USA, Inc;
- 21A: Fire Suppression Work to S.J. Carlson Fire Protection, Inc, LLC;
- 22A: Plumbing Work to C.J. Erickson Plumbing Co.;
- 26A: Electrical, Fire Alarm, & LV Work to Powerlink Electric, LLC;
- 32A: Concrete & Asphalt Paving Work to Chadwick Contracting Company, Inc.;
- 32B: Landscaping to Breezy Hill Nursery, Inc;
- 33A: Site Utilities to DK Contractors, Inc;

We also recommend the Trane Turnkey Proposal for Braeside Elementary School. The Trane Proposal covers the HVAC system and utilizes ice chillers for cooling.

Recommendation:

Information & Action on July 8, 2025



June 30, 2025

Jeremy Davis  
Assistant Superintendent for Finance & Operations/CSBO  
North Shore School District 112  
445 Sheridan Road  
Highwood, IL 60040

Re: North Shore School District 112  
Braeside Elementary School Renovation  
GBCo. # J06919.950

Subject: Recommendation to Award Bids – Bid Release 1

Dear Mr. Davis:

Based on the bids received June 12<sup>th</sup> and June 19<sup>th</sup>, we recommend awarding a contract to the following firms for the Braeside Elementary School Renovation Project:

<b>BID PACKAGE</b>	<b>NO. OF BIDS RECEIVED</b>	<b>TRADE NAME</b>	<b>RECOMMENDED AMOUNT</b>
02A - Demolition	6	Break Thru Enterprises Inc	\$513,700
03A - Concrete	3	Premium Concrete, Inc.	\$893,000
04A - Masonry	6	Jac Masonry Inc	\$205,100
05A - Structural Steel & Misc Metals	3	T.A. Bowman Constructors, LLC	\$349,700
06A - Rough Carpentry & DFH	1	Straub Builders Inc. d/b/a Hargrave Builders, Inc.	\$1,366,450
06B - Millwork & Finish Carpentry	5	Carroll Seating Company	\$759,000
07A - Roofing	5	Anthony Roofing	\$2,819,000
08A - Glass & Glazing	5	Lake Shore Glass & Mirror Co., Inc.	\$2,548,000
09A - Drywall & Framing	5	ibuilders Corp	\$864,000
09B - Tile	4	Premier Tile and Stone	\$218,400
09C - Carpet & Resilient Flooring	5	DIVERZIFY+ LLC	\$384,759
09D - Painting & Wallcovering	6	Nedrow Painting, Inc. d/b/a Nedrow Decorating	\$240,700
09E - Acoustical Ceilings/Panels	6	Just Rite Acoustics Inc	\$397,800
09F - Rubber Athletic Flooring	3	Premier Tile and Stone	\$129,000
10A - Signage	3	Ziken Signage, LLC	\$54,662
10B - Fences	1	MBE Fence Inc	\$52,845
11A - Gym Equipment	1	The Larson Equipment & Furniture Company	\$129,000
11B - Kitchen Equipment	4	Stafford-Smith, Inc.	\$130,761
14A - Elevators	1	TK Elevator Corporation	\$162,000
14B - Wheelchair Lift	1	Garaventa USA Inc	\$32,812



North Shore School District 112  
 Braeside Elementary School Renovation  
 Bid Release 1 - Recommendation to Award

21A - Fire Suppression	2	S.J. Carlson Fire Protection Inc	\$375,373
22A - Plumbing	3	C.J. Erickson Plumbing Co.	\$672,000
26A - Electrical, Fire Alarm & LV	3	Powerlink Electric, LLC	\$3,397,690
32A - Concrete & Asphalt Paving	2	Chadwick Contracting Company	\$525,000
32B - Landscaping	3	Breezy Hill Nursery, Inc.	\$301,800
33A - Site Utilities	2	DK Contractors Inc	\$719,233
<b>Total Recommended Amount</b>			<b>\$18,265,867</b>

The Alternate Bids listed below have been not included in the Bid Package amounts above:

Alternate #	Description	Cost	Notes
1	Furnish and Install Galv Exterior Stair in Lieu of FRP	\$(7,000.00)	Alternate not accepted at this point
2	Provide seed and blanket in lieu of sod at all locations.	\$(13,018.00)	Alternate not accepted at this point

With respect to these bid packages, we have reviewed the bids with these firms and confirmed that they appear to understand the scope, schedule, and requirements of the work. We recommend approval of the bids as the lowest responsible bids.

By signing this recommendation to award, and in accordance with Article 3.1.14.1 of the Agreement, the Owner hereby assigns the trade contracts to the Construction Manager.

Please indicate the District's approval of the above by signing below. If you have any questions, please do not hesitate to call.

Sincerely,  
 Gilbane Building Company

Approved:  
 Northshore School District 112

Stephanie Muller  
 Chief Purchasing Agent

Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

Cc: Michael Lubelfeld Ed. D., North Shore School District 112  
 James Bock, North Shore School District 112  
 Stuart Brodsky, Wight & Co.  
 Mark Swingler, Wight & Co.  
 Michelle McClendon, Gilbane Building Company  
 David Lumley, Gilbane Building Company



# Trane Turnkey Proposal—Braeside Elementary



**Turnkey Proposal For:**  
North Shore School District 112

Dr. Michael Lubelfeld  
Superintendent of Schools  
North Shore School District 112  
445 Sheridan Road  
Highwood, IL 60040

Jeremy Wickham  
Executive Director of Technology & Operations  
North Shore School District 112  
445 Sheridan Road  
Highwood, IL 60040

Jeremy Davis  
Assistant Superintendent for Business Services  
445 Sheridan Road  
Highwood, IL 60040

James Bock  
Director of Operations, Facilities, and  
Transportation  
1495 Old Deerfield Road  
Highland Park, IL 60035

**Local Trane Office:**  
Trane U.S. Inc.  
7100 South Madison  
Willowbrook, IL 60527-5505

**Local Trane Representative:**  
Patrick Heneberry

Cell: (630) 930-2551  
Office: (630) 734-6149

**Proposal ID: 7425741**  
**Quote Number: R1-191240-23-006**  
**Co-op Contract Number: OMNIA Racine**  
**#3341**

**Date: July 1, 2025**





## Trane Turnkey Proposal

# Executive Summary

Trane is pleased to present a solution to help North Shore School District 112 reach its performance goals and objectives. This Trane is pleased to present a solution to help North Shore School District 112 reach its desired state to improve its performance goals, and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the indoor air quality, improve comfort in your facility, and reduce energy costs.

We appreciate the effort from North Shore School District 112 to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

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

## Existing Conditions

The system was installed in 1998 making the equipment already 27 years old.

The existing system at Braeside Elementary School consists of the following:

- Indoor AHUs with heating coils Qty of 5
  - AHU-1, AHU-2 and AHU-5 are constant volume units with hot water re-heat coils
    - AHU-1 serves the lower level and areas North of the Gym excluding the 2000 addition
    - AHU-2 serves the first floor areas South of the Gym, main entrance and second floor spaces
    - AHU-5 served the 200 addition spaces
  - AHU-3 and AHU-4 are constant volume single zone units that serve the Gym & Stage area
- Existing (24) HW reheat coils.
- (2) Boilers with 50% to 100% modulation in a primary secondary pumping arrangement
- New Trane upgraded controls in the boiler room and at the AHU's.

The AHUs are a single coil unit with vane axial supply fans with the exception of AHU-5 which is newer and has a forward incline fan. The AHUs appear to be in good condition (manufactured in 1998, AHU-5 in 2000) and we are assuming the HW Coils are of the same age.

# Trane Turnkey Solution

Trane's Turnkey Solutions Team has reviewed the conditions in detail during site survey visits with Jeremy Wickham and James Bock Director of Operations, Facilities, and Transportation). We have performed initial Design/Development and Equipment sizing calculations using the specific dimensions and layout of the current chiller plants. We have outlined the following budget for the chiller replacement project below.

With 100% of the facility already being served by AHU with HW and the equipment appearing to be in great condition, completely removing all the systems and equipment is not recommended. To provide air conditioning to the entire School, all that is needed is to add a new air-cooled chiller plant, install chilled water piping to the AHU's, provide new coils in each of the existing AHU's, and add the appropriate controls.

To add chilled water to the facility there are (2) options, a simple air-cooled chiller with pump package, or downsize the chiller, provide ice storage tanks with a pump package. Both Systems are tried, true, and proven technologies. The Ice Storage system might have some rebates available and will reduce the demand costs. It will require additional square footage for the ice tanks and will have a smaller chiller installed. In either case, the best location for this new equipment appears to be in the back of the building where the power (conduits) enters. A new equipment pad would be poured, and the new equipment set onto the pad.

Each AHU should be retrofitted with VFD's for full VAV operation, or single zone VAV operation. All of the existing HW re-heats will be replaced with new VAV Boxes with new re-heat coils. The boiler plant upgraded to 95% efficient boilers with variable pumping. Finally, the BAS system shall be modified to the new systems.

We look forward to partnering with **North Shore School District 112** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps. **We VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick Heneberry  
Account Executive, Trane U.S. Inc.

**Prepared For:**

North Shore School District 112

**Date:**

July 1, 2025

**Job Name:**

NSSD112 Braeside HVAC Turnkey Project

**Proposal ID:**

7425741

**Delivery Terms:**

Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**

Net 30

**State Contractor License Number:**

IL

**Proposal Expiration Date:**

30 Days

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## Scope of Work

**Trane to provide the following equipment:**

- (1) 110 Ton CGAM air-cooled chiller w/integrated pump package
- (4) Calmac ice storage tanks
- Chilled water glycol fill, air scoop, expansion tank, pot feeder, and side stream filter
- (2) 2,000 MBH Fulton high efficiency gas fire Boilers with neutralizers
- (2) Hot water pumps and associated specialties
- Hot water air separator, expansion tank, pot feeder and side stream filter
- (2) Hot Water Pump VFDs
- (4) AHU supply fan replacements (AH-5 to remain)
- (5) Hot water coils for existing AHU's
- VFD's for all existing AHU's
- (28) Trane VAV boxes with hot water reheat coils and integrated controls
- (12) Hot water cabinet heaters
- (1) Electric Ceiling mounted cabinet heater
- (3) Ductless split systems for the MDF and IDF rooms and PE storage room
- (8) exterior mechanical wall louvers
- (8) Roof-mounted exhaust fans
- (6) ceiling mounted toilet exhaust fans

## **Mechanical Scope of Work:**

### **Demolition**

- Drain heating hot water system.
- Disconnect and make safe all hot water piping to existing equipment to be removed.
- Remove existing hot water duct-mounted reheat coils.
- Disconnect and drop ductwork and piping as shown on drawings as being removed.
- GC demo contractor to remove items from job site.

### **Chilled Water System**

- Receive and set new chiller and ice storage tanks. Equipment pad by GC.
- Furnish and install all CHWS & R piping shown on mechanical plans.
- Furnish, Install and pipe air scoop and expansion tank.
- Furnish, install and pipe pot feeder and side stream filter.
- Install chilled water coils in (5) existing AHU's.
- Air Handling Unit Chilled Water Coil piping per detail in mechanical plans.
- Provide condensate drain piping to the nearest OSD.
- Provide 35% propylene glycol.
- Pipe insulation for all new chilled water piping.

### **Hot Water System**

- Receive and set the following equipment inside the mechanical room
  - (2) Boilers.
  - (2) Hot water pumps.
  - (1) Expansion tank and air separator.
- Furnish and install all HWS & R piping shown on mechanical plans.
- Furnish, install and pipe pot feeder and side stream filter.
- Furnish and install Combustion air intake pipe for (2) new gas-fired boilers through side of mechanical room.
- Furnish and install Vent piping for (2) new gas-fired boilers up thru the roof.
- HW piping connections to new VAV boxes per detail on mechanical plans.

### **Gas Piping**

- Install gas piping downstream of meter to (2) boilers, (1) water heater, and (1) emergency generator.
- Furnish and install new gas regulators at each boiler, water heater and emergency generator detail on mechanical plans.

## Miscellaneous:

- Temporarily relocate AHU-2. Remove all existing ductwork and piping inside fan room to allow for the slab re-enforcement required in that area. Once slab work is completed, AHU-2 will be moved back to its original location and the ductwork and piping will be installed to tie it back to the air and water systems.
- Relocate existing AHU-3. GC to provide and install any necessary structural steel to support unit at new location.
- Install new VAV boxes shown on Mechanical plans.
- Replace the supply air fans in existing AHU's 1 through 4.
- Replace existing GRDs shown on Mechanical plans.
- Furnish and install new GRDs shown on Mechanical plans.
- Replace roof mounted exhaust fans and (2) hoods as shown on Mechanical plans.
- Install and pipe (3) ductless split systems for the MDF and IDF rooms and PE storage room.
- Galvanized sheet metal ductwork systems.
- Ductwork and piping insulation / liner.
- Shop drawings as required for installation of work.
- Coring required for any new piping shown on Mechanical plans.
- Interior wall openings required for any new ductwork shown on Mechanical plans.
- Pressure testing all new piping
- Fill & flush of new piping systems
- Air and water balancing

## Controls Scope of Work:

**Building Automation System** - We are including all work as required for complete control and monitoring per Trane Standard Terms and Conditions and Bid Documents (Mechanical Drawings) prepared by Trane & Wight & Company, dated 06/03/2025. Addenda #3 included.

### Scope of Work:

#### **Item 1 – Trane Tracer SC+ HTML5 Web-based BACnet Building Automation System (BAS)**

- Reuse existing Tracer SC+, Provide Tracer 15 Core Licenses
- Extend the new WCS coordinator's from the existing SC+
- HTML5 Web-based BACnet BAS (BACnet IP, BACnet ms/tp, BACnet ZigBee, Modbus and LonTalk capability included as standard, without additional licensing required)
- Tracer BAS Compatible with PC, Mobile Device and Tablet Browsers (No JAVA Required)
- Tracer BAS "App" for alarm retrieval, setpoint changes and quick overrides is a free download for anyone on Apple iOS and Google Android devices (search: "Trane BAS Operator Suite")
- Optimal Start/Stop Scheduling, 90-Day Standard Graphical Data Logs, Custom Graphical Data Logs Support 125,000 Samples Per Point (>3 Years of Trend Storage at 15 Minute Intervals), Advanced Alarm Management (Email alarming, Time-based routing, 1000+ Alarm Storage), Setpoint Adjustment, Expiring Overrides, Reports including "All Points in Override Report"
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- 3D Photorealistic Animated HVAC Equipment Graphics
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Test & Balance Assistance

#### **Item 2 – BACnet DDC Controls for Five (5) Existing Air Handling Units**

- Demo Existing Controllers, Enclosures, and all conduit piping blocking access to service panels (See existing control drawings for points list)
- Provide new Symbio 500 BACnet communication via WCI's and new enclosure's
- Provide new Cooling Valve and Discharge Clg Sensor
- Provide Static Pressure control to new Fans
- Duct Static Pressure and Discharge Air Temperature controlled
- R/R existing MAT, DAT and freeze protection to accommodate new cooling coil.

#### **Item 3 – BACnet DDC Controls for One (1) Air-Cooled Chilled Water Plant**

- Symbio 500 Programmable Controller with NEMA 4 Enclosure
- BACnet communication and tie-in to BAS via WCI.
- Primary Chilled Water Pumps are integral to Chiller
- Provide and control (2) 3-way Diverting valves
- Provide and wire One (1) Chilled Water System Flow Meter
- Provide the following additional DDC control and monitoring points:
  - (2) Common Chilled Water Supply and (2) Return Temperatures
  - (4) Ice Storage Tank Level Sensors
- BACnet communication and integration of available Chiller BACnet points to the BAS

#### **Item 4 – BACnet DDC Controls for One (1) Heating Hot Water System**

- Demo Existing Boiler Control Points and Enclosure
- Symbio 500 Programmable Controller with new Enclosure
- BACnet communication and tie-in to BAS
- DDC Control and low voltage wiring for Two (2) Boilers (Start/Stop, Status, Alarm)
- DDC Control and low voltage wiring for Two (2) Variable Primary Hot Water Pumps
- Differential Pressure Transmitter control of Pump VFD(s)
- Boiler Hot Water Setpoint Signal, Boiler Hot Water Setpoint Reset
- Boiler Run Status monitoring, Boiler Rate Output monitoring, Boiler Alarm contact monitoring
- Hot Water Pump Lead/Lag control, Pump Rotation, Pump Failure alarming
- Provide and wire the following additional DDC control and monitoring points:
  - Outdoor Air Temperature - Existing
  - Outdoor Air Humidity - Existing
  - HW Supply Temperature, HW Return Temperature
  - HW Pump VFD(s) Start/Stop/Status/Speed/Alarm
  - HW Pump VFD(s) Speed Feedback
  - System Loop Pressure transmitter for VFD controls
- Low Voltage Wiring of Boiler flow switch to each Boiler (provided by others)
- Wiring of manufacturers communications bus between boilers
- BACnet communication and integration of available Boiler BACnet points to the BAS
- Modbus communication and integration of available Boiler Modbus data points to the BAS
- BACnet communication to HW Pump VFD's and tie-in to BAS
- Boiler Combustion Air Damper(s)/Louver(s) Low Voltage Interlock Wiring – existing Damper Actuators
- Boiler Emergency Shut-Down Emergency Station
- Horn and Strobe (Red) for Boiler Alarming

#### **Item 5 – BACnet DDC Controls for Twenty Nine (29) Hot Water Reheat VAV Terminal Units & Existing Fin-Tube Radiation valves**

- Demo (30) existing RH coil controllers
- Field installed WCS Air Fi Space Temperature Sensor
- BACnet communication and tie-in to BAS via WCI's
- Tie the existing fin-tube radiation valves into the new associated VAV boxes
- Discharge Air Temperature Sensor
- (4) Blank WCS sensor for Attic Unit Heater (Existing controls to remain as-is)

#### **Item 6 – BACnet DDC Controls for 10 Exhaust Fan(s)**

- Symbio 500 BACnet communication and tie-in to BAS via WCI's
- EF Start/Stop and Status
- BAS Time of Day Scheduling Control

#### **Item 7 – BACnet DDC Controls for 13 Cabinet Unit Heaters & 1 Electric Unit Heaters (Factory Provided Controls)**

- BACnet communication and tie-in to BAS via WCI's
- Field installed AirFi Space Temperature Sensor
- Hot Water Valve (Factory wired, installed by MC)

#### **Item 8 – Standalone Controls for (3) Ductless Split System(s) (AC-1,AC-2 & AC-3)**

- Field installed and wired Space Thermostat (provided by manufacturer)
- Low voltage interlock wiring between evaporator and condenser

## Controls Systems Services Included:

### Temperature Control Clarifications:

The following materials and/or labor are included:

- One (1) Year Parts and Labor Warranty on all Materials and Workmanship
- Applicable Use Tax on Installed Material is not Included
- Electrical Installation per local code requirements
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Tracer TU Test & Balance Software
- Demolition of existing controls
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training
- All work will be completed by Trane Chicago. Trane will handle any necessary subcontractor coordination.
- Trane can coordinate and complete all jobs while school is in session. Trane will jointly plan these projects with the NSSD112 facilities staff once work starts so that the learning environment is not disrupted.
- This proposal is valid for (30) days from date of issuance
- All work to be performed during normal business hours (Mon-Fri; 07:00-16:00, non-holidays)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

### Temperature Control Exclusions:

The following materials and/or labor are not included:

- LEED Commissioning, unless specifically noted above
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

## Proposal Notes/Clarifications:

- Payment and performance bond is excluded
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane is not responsible for floor tile, drywall, and any other aesthetic items
- Asbestos abatement is not included
- Temporary services are not included
- Any malfunction or failure after scope of work is performed is the responsibility of the customer and not that of the Trane Company.
- Any service not listed is not included.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Pricing includes above mentioned items only. Customer will be alerted to any additional work/components necessary beyond above scope for approval prior to correcting.
- Documented Point to Point and/or LEED Commissioning Assistance is not included
- Any network connectivity issues for the site.
- Repair or replacement of any additional equipment being controlled that is found to be defective
- PC Workstation(s), Laptop(s)

## Exclusions:

- Permits, fees, or bonds
- Sales tax
- Premium time
- MBE/WBE Participation
- Slab (floor) or roof cutting or patching
- Relocation of any existing systems except as noted above
- Removal of any equipment, piping or ductwork from building
- Dumpsters
- Power wiring or disconnect switches
- Starters or VFDs for any equipment not provided by Trane
- Start-up other than mentioned above
- Warranty or repairs of any existing systems
- Temporary heat or services
- Test & Balance

# Pricing and Acceptance

North Shore School District 112  
445 Sheridan Road  
Highwood, IL 60040 USA

Site Address:  
Braeside Elementary School  
150 Pierce Road  
Highland Park, IL 60035

## Price

Total Project Cost:.....\$4,032,563.00

Total Project Cost with Add for Sound Attenuation:.....\$4,281,552.00

## Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond is excluded
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

**Patrick Heneberry**  
Account Executive  
Upper Midwest/Trane Chicago  
Trane Commercial HVAC North America

7100 S. Madison Street  
Willowbrook, IL 60527

Tel: 630-734-6149  
Fax: 630-323-7480  
Cell: 630-930-2551

Trane Technologies  
E-mail: [patrick.heneberry@trane.com](mailto:patrick.heneberry@trane.com)  
[www.tranetechnologies.com](http://www.tranetechnologies.com)





## ACCEPTANCE

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

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: 630-930-2551 Office: (630) 734-3200 Proposal Date: July 1, 2025
<b>CUSTOMER ACCEPTANCE</b> North Shore School District 112	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number: IL

## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

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

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

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

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

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

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

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

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

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

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

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

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

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

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

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

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

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

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

#### **20. CONTAMINANTS LIABILITY**

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

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

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

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

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

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

**26. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**27. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**28. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

**30. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).



Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0325)  
Supersedes 1-26.251-10(0225)

## SECURITY ADDENDUM

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

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

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

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

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

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

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

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of

providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or



undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

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