



## CITY OF COLUMBIA TERM AND SUPPLY CONTRACT FOR MAINTENANCE SERVICES OF HVAC SYSTEMS

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **Trane U.S. Inc.**, a **corporation** organized in the State of **Missouri** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply agreement for maintenance of the Trane cooling plant and building automation control system and related services for City Designated Projects as defined herein and further described in Contractor's Service Proposal, attached as Exhibit A set forth herein and other Contract Documents; and

WHEREAS, Contractor has represented they are a sole source supplier for the maintenance of the Trane cooling plant and building automation control system and Contractor has submitted a pricing proposal for the work, which is included in Exhibit A; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract; and

WHEREAS, the Parties agree that this is a term and supply contract that the City may use in its sole discretion on Designated Projects and that Contractor is not guaranteed any work unless a purchase order is issued for work on a Designated Project.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

### 1. **DEFINITIONS:**

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the City is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract. \_\_\_\_\_
- e. "Designated Project" shall mean any project designated by the City in a purchase order on which Contractor shall provide services in accordance with this Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.

g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for Designated Projects shall be identified in subparagraph k of this Section.

h. "Final Acceptance" shall mean a written notice from the Engineer notifying the Contractor that construction of the Designated Project has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.

i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City.

j. "Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract. It may also include construction by the City or others.

k. "Project Manager" shall be the following project manager designated by the City of Columbia to manage the Designated Project on behalf of the City: **Kent Hayes**.

l. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Designated Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications for the Designated Project and as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **DESIGNATION OF PROJECTS; SCOPE OF WORK, PLANS AND PROJECT SPECIFICATIONS:**

- a. Should City desire Contractor to work on a Designated Project, City staff will contact Contractor to provide Contractor a Scope of Work, Plans and Project Specifications for the Designated Project. City staff's notice to Contractor shall also indicate whether the Designated Project is subject to prevailing wage and/or bonding requirements.
- b. Contractor and City will develop a schedule for the work on the Designated Project and will determine the number of calendar days for completion of the Designated Project.
- c. Should City desire to proceed with Contractor to perform work on the Designated Project, City will issue a notice to proceed on the Designated Project which will specify the number of calendar days to complete the Designated Project.
- d. On Designated Projects, Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein, those Scope of Work, Plans and Project Specifications for the Designated Project, and in accordance with Contractor's proposal and pricing which is included in the

attached Exhibit A. Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents. If the Designated Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Designated Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

3. **PRICING**

a. For the initial year of this Agreement, both Parties agree that the price for the work shall be fixed at the amounts listed in Exhibit A. Contractor shall invoice the City in writing on a monthly basis based on the Work that have been rendered on Designated Projects and at prices consistent with the pricing provided for in this Agreement.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed on a Designated Project and complete the Work within the number of calendar days designated on the purchase order for the Designated Project. It is expressly understood and agreed, by and between the Contractor and the City, that the Completion Time on a Designated Project is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted on a Designated Project except in case of additional work requested by the City under Change Order.

5. **TERM:** The term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be renewable for up to four (4) successive one (1) year terms upon agreement of both parties. In no event shall this Agreement be binding on either Party beyond five (5) years from the Effective Date.

6. **BONDING:** On public improvement projects costing more than fifty thousand dollars (\$50,000.00), Contractor shall give to the city performance and payment bonds, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price on the Designated Project. Bonds, if required, will be provided to guarantee compliance with all requirements of the scope of services, complete fulfillment of the work on the Designated Project, and payment of all labor, material, and other bills made in carrying out the work on the Designated Project. Surety companies issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better in the A.M. Best or equivalent rating guide.

When required on Designated Projects, Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price on the Designated Project, guaranteeing complete and faithful performance of the work on the Designated Project and payment of all bills of whatever nature which could become a lien against property and

guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance of the work on the Designated Project.

7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
- b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Designed Projects to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit C.

- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work on Designated Projects, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the city, county, state, and nation as apply to the work herein outlined.

10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule.

- a. Not later than thirty (30) days after receipt of invoice, City will pay for the following material and Work, less any offsets or deductions authorized in this Contract or otherwise authorized by law:
  - 1. Duly certified payments for materials delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by the City). The payment for material shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor; and
  - 2. Work performed by Contractor at the Designated Project site during the preceding calendar month.
- b. On each Designated Project, Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates (if applicable to the Designated Project) and that Contractor shall release the City

of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond (if applicable). Contractor shall complete and submit Contractor's Affidavit for Final Payment as set forth in Exhibit D to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment on a Designated Project. The acceptance by Contractor of the final payment on a Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract with respect to the Designated Project; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract on the Designated Project.

c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of the work on the Designated Project will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the Work.

d. On each Designated Project, Contractor shall pay:

For all transportation and utility service not later than the 20<sup>th</sup> day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment, not later than the 15<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project.

To each of its subcontractors, not later than the 15<sup>th</sup> day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by its subcontractor, to the extent of each subcontractor's interest therein.

e. City may offset or deduct any amounts Contractor owes to City from the final payment on the Designated Project. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;
3. Failure to make payments to subcontractors or suppliers;
4. Reasonable evidence that all Work on the Designated Project cannot be completed for the unpaid balance of this Designated Project Amount;
5. Damage by Contractor or subcontractors or suppliers to property of City or others;
6. Contractor's breach of this Contract; or
7. Contractor's failure to provide requested documentation.

f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If

Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, Contractor shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.

13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.

14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety (if applicable) has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall

be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Contractor is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on the Designated Project or with respect to any payment for materials, tools, and other expendable equipment used on the Designated Project. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit E. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.

- a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during the work.
- b. Contractor shall take all necessary steps to protect Contractor's own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.

17. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.

18. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Designated Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Designated Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

20. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at its own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Designated Project, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.

23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.

24. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against Contractor unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety (if applicable) of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction

the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work on a Designated Project(s); to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work on a Designated Project(s) and damages in conformity with the terms of the Contract. In case the sum of such damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety (if applicable), shall be entitled to receive the difference; and in case the sum of such expense and such damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety (if applicable) shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

25. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

26. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. Unless the Designated Project is exempt from the payment of prevailing wages pursuant to Section 290.230 RSMo., this Contract shall be based upon payment by Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order

applicable to the Designated Project(s), when so specified on the purchase order, is attached as Exhibit F.

In the event prevailing wages are required to be paid in connection with a Designated Project, Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

In the event prevailing wages are required to be paid in connection with a Designated Project, pursuant to Section 290.250 RSMo. Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each employee employed, for each calendar day, or portion thereof, such employee is paid less than the said stipulated rates for any work done under said contract, by Contractor or by any subcontractor under Contractor. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit G.

**27. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo., if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Designated Project.

b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the Designated Project.

c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

**28. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization

Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit H. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on a Designated Project.

29. **MISSOURI ANTI-DISCRIMINATION AGAINST ISRAEL ACT:** To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the constitution, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

30. **SPECIFICATIONS:** Contractor shall perform all work on a Designated Project in accordance the requirements set forth in Exhibit A, and any additional Plans and Project Specifications provided by City to Contractor on a Designated Project. In the event of a conflict between these specifications, Contractor shall notify Engineer of the conflict. Unless the Engineer directs otherwise, the Plans and Project Specifications provided by City to Contractor on a Designated Project shall control over the general specifications.

31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

34. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

35. **NOTICES:** Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative. Contractor's designated representative shall be available to meet

with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

**IF TO CITY:**

City of Columbia  
Public Works Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: Kent Hayes

**IF TO CONTRACTOR:**

Trane U.S. Inc.  
[click here and insert address in text box](#)  
[click here and insert city/state in text box](#)  
ATTN: [click here and insert name of contact in text box](#)

**36. COUNTERPARTS AND ELECTRONIC SIGNATURES:**

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

**37. NATURE OF THE CITY'S OBLIGATIONS:** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

**38. CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	Contractor's Service Proposal
B	Reserved
C	Contractor's Insurance Certificate
D	Contractor's Affidavit for Final Payment
E	Final Receipt of Payment and Release
F	Missouri Division of Labor Standards Annual Wage Order
G	Affidavit of Compliance with Prevailing Wage Law
H	Work Authorization Affidavit

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

39. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to any Designated Projects herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

SSC

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

ATTEST:

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account(s) 11006710-504990 and that there is an unencumbered balance to the credit of such account in the amount of \$23,798.00 sufficient to pay therefore. Should additional work be needed in excess of this designated dollar amount, the finance department shall verify funds are available to pay for any such work prior to issuance of a purchase order.

By: \_\_\_\_\_  
Director of Finance

C.L

(Seal) **TRANE U.S. INC**

By: \_\_\_\_\_

Name: Charles R Qualls

Title: Sales Manager

Date: January 15, 2026

ATTEST:



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
101 Matrix Commons Drive  
Fenton, MO 63026

**Trane Representative**

Jason Brenton  
Cell: (314) 369-3753  
Office: (636) 305-3600

**Proposal ID**

1828314

**Service Contract Number**

CITYOFCOLUM

**Contact Telephone Number for  
Service**

(636) 305-3670

**Company Name**

City of Columbia  
701 East Broadway  
COLUMBIA, MO 65205  
Kent Hayes

**Site Address:**

Columbia Government Center  
701 East Broadway  
COLUMBIA, MO 65205

November 19, 2025



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## EXECUTIVE SUMMARY

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

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

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

### FOCUSED ON BETTER BUILDINGS

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

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

#### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

#### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

#### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.

# SCOPE OF SERVICES — STANDARD INCLUSIONS

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

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

### TRANE SCHEDULED MAINTENANCE

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

#### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

#### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs and for disposal of units between 5 and 90lbs of Refrigerant.***



***These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***

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

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

#### **Advantages:**

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

#### **Implementation:**

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

## TRANE LABORATORY ANALYSIS

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

### **Advantages:**

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### **Implementation:**

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

# EXECUTIVE SUMMARY

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage Trane Intelligent Services™ (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization

We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

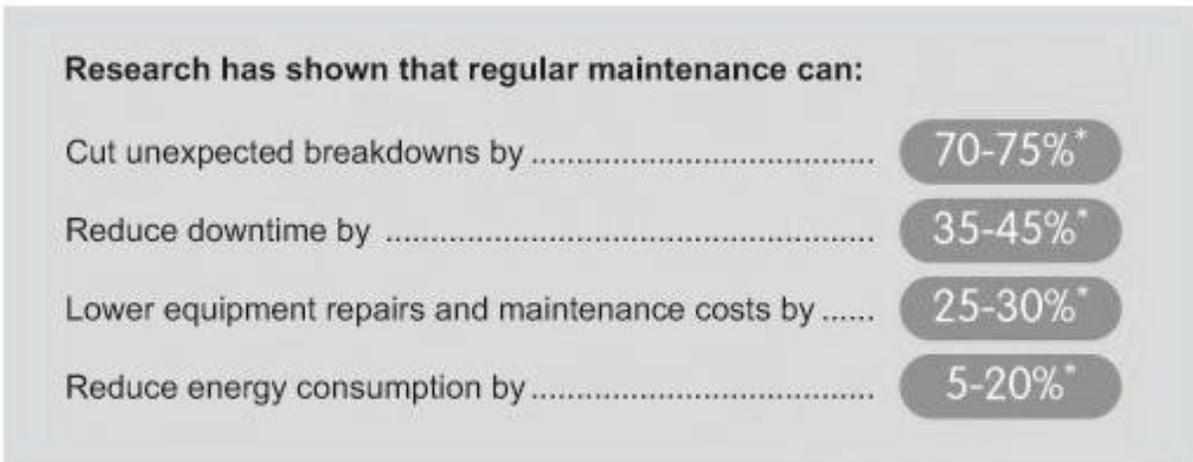
**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.**



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## ADDED VALUE

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



\* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

### CONTRACT AND FINANCIAL BENEFITS

**Assigned Service Team** - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

**Priority Response** - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

**Automated Scheduling System** - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

**Financial Benefits** - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

### TRANE INTELLIGENT SERVICES – 24 X 7 SUPPORT

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. There are many TIS offers that serve a range of needs: Alarm Notification, Building Performance, Energy Performance, Energy Assessment and Active Monitoring. These may be customized to meet your unique requirements.

In addition to Alarm Notification, this proposal also includes the following Trane Intelligent Services offers:



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## SUPERIOR SERVICE DELIVERY

### Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

**Service Work Flow** - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

## KNOWLEDGE TRANSFER

**Documentation** - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

**Operational System Optimization** - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

**Training for Facility Staff** – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

## HEALTH AND SAFETY

**Safety Management Program** - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician jobsafety analyses and other key risk assessments and control strategies.

**Personal Safety** - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

**Drug-Free Workplace** - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program



## SCOPE OF SERVICES — STANDARD INCLUSIONS

### SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

### CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

### SEQUENCE OF OPERATION VERIFICATION

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

### TRACER DATABASE BACKUP

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

### SOFTWARE SERVICE PACK UPDATES

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality.

### OPERATOR COACHING

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

### TRANE INTELLIGENT SERVICES

Establishing connectivity between the building automation system and our Intelligent Services Center enables Trane to monitor performance and collect data from the facility 24 hours a day, 365 days a year. Trane integrates continuous monitoring, data analysis and Trane professional insight to offer a continuum of service enhancements. Included in this service agreement: Alarm Notification

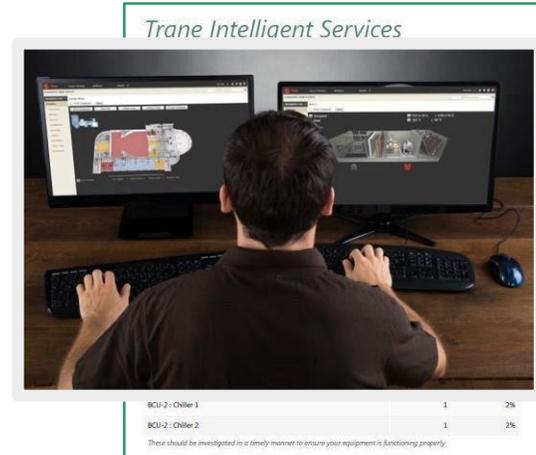
Note: Customer is responsible for providing a Trane approved connection to enable Trane Intelligent Services capabilities.

## ALARM NOTIFICATION

Continuous monitoring and an automated alarm process provide reassurance that you will be notified if the systems controlling building environments are not operating as programmed.

Instant notification transmits an alert when systems need attention to avoid operational interruptions.

- Customer defined data collection points
- 24/7/365 automated alarm and event monitoring
- Automated customer notification via email, text or pager
- Archiving and reporting of critical alarm data monthly



## CUSTOMER RESPONSIBILITIES

Continuous monitoring and an automated alarm process provide reassurance that you will be notified if the systems controlling building environments are not operating as programmed.

Instant notification transmits an alert when systems need attention to avoid operational interruptions.

- Assist with diagnosing any information technology problems such as IP networking issues. Provide site access, network access, and access to ongoing and historical electrical usage information.
- Provide access to data via a Trane approved gateway with appropriate software licenses.
- Provide metering for data collection and connectivity of metering or data collection points to the Trane approved gateway.
- Customer acknowledges that statements concerning energy savings are projections only and actual savings to be realized by Customer are dependent upon many factors, including conservation measures implemented, seasonal weather variations, fuel price, and specific energy use practices of the facility occupants and workers. Nothing contained in energy reports constitutes a guarantee by Trane that the projected savings will be realized.

## ACTIVE MONITORING

Active Monitoring features automated alarm and event monitoring, plus diagnostics and analysis by Trane technical specialists. It reduces downtime through faster resolution of system alarms. Active Monitoring facilitates off-site alarm mediation and initiates intelligent mobilization of local Trane-authorized service personnel when on-site service is required.

### Advantages:

- Proactively diagnose problems before they develop into major problems
- Instant automated email or text notification sent to site contacts when the event is received by the Trane Intelligent Services Center
- Reduce cost and save time by having false alarms and other minor issues resolved without calling an actual service technician to your site
- Enable technicians to determine which parts and equipment they will need to complete the required service with alarm analysis before they arrive on-site
- Determine your automatic service response criteria with guidelines and performance parameters



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**Implementation:**

- 24/7/365 automated alarm and event monitoring through the Intelligent Services Center
- Diagnostics and alarm analysis by technical specialists
- Off-site alarm mediation if possible
- Intelligent mobilization of local Trane authorized service personnel, if included within the contract parameters
- Bi-monthly database synchronization
- **Monthly** alarm documentation, controls inspections and reporting as stated in the Agreement

**OBTAINING SERVICE**

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

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.



## VALUE ADDED SERVICES

### YOUR ASSIGNED TEAM

Building energy management system (BEMS) services rely on the combined knowledge and expertise of many individuals. Your Trane Intelligent Services team is comprised of multiple building and energy professionals with wide-ranging capabilities in facility operations including energy efficiency, building automation, HVAC equipment, mechanical systems and more.

### FOCUSED ON BETTER BUILDINGS

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

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

### FROM ANALYTICS TO RESULTS

As a service partner, Trane puts more knowing behind our doing. Data from your building enables Trane service technicians to focus their time and attention more productively. With analytics running constantly, Trane knows what's working fine, which issues need attention immediately—and which can wait—before our technicians ever enter your building.

Furthermore, Trane documents our work and publishes the progress we've helped you achieve in periodic reports. You will see documented results, aligned to your Key Performance Indicators (KPIs) whenever possible.



### SAFETY

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

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

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



## SCOPE OF SERVICES

### BUILDING PERFORMANCE

Building Performance unleashes the power of building data to uncover hidden opportunities for improvement. A system-wide, initial assessment reveals the status of your building today. Using the collected data, Trane building professionals provide recommendations for improvements that are targeted to your budget and business goals. Continued efficient performance and additional gains are ensured through ongoing analysis.



#### Advantages:

- Identify when HVAC systems or subsystems are operating inefficiently through system-wide assessments
- Optimize HVAC equipment runtime (reducing wear and tear and sustaining efficiency gains) based on the continuous, automated system analytics
- Reduce operational costs and energy consumption by implementing the service actions suggested by Trane building professionals
- See energy and operational savings progress using the periodic reports provided by Trane

#### Implementation:

- Initial system-wide assessment
- Continuous analysis by automated system analytics
- Interpretation by technical specialists
- Results-oriented, value-based actionable recommendations
- Ongoing reporting, tracking energy and operational savings
- Twice a year performance reporting as stated in the Agreement



## BAS SCOPE OF SERVICES

### SOFTWARE UPDATES

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality. This agreement includes annual upgrades for all contract customers. Any unplanned software upgrades above and beyond the annual upgrade will be brought to the customer attention and billable at time and material upon customer approval.

#### Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers
- Mitigates risk against potential cyber security vulnerabilities within the BAS software

#### Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features

### ALARM LOG REVIEW

Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

#### Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
  - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

#### Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed



## SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

### Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
  - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



### Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

## OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

### Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

### Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling



## BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

### Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
  - Determine where a communication failure has occurred, and how to resolve it



### Implementation:

- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern



## CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

### Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
  - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



### Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

## AIRSIDE OPTIMIZATION IDENTIFICATION

Airside Optimization Identification validates that airside systems are operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

### Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

### Implementation:

- Set up and review reset schedule and setpoint trends
- Review VAS/area setup and discuss abnormalities
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications



## CHILLER PLANT OPTIMIZATION

Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

### Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

### Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications



## HEATING PLANT OPTIMIZATION

Heating Plant Optimization validates that the heating plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

### Advantages:

- Maintain comfort, reliability and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy

### Implementation:

- Review heating plant control parameters and search for inefficiencies in boiler cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications



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## EQUIPMENT COVERAGE

# Columbia Government Center

The following "Covered Equipment" will be serviced at Columbia Government Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM035F2A	U09J11964	

Description	Quantity Per Term
CGAM Annual Inspection	1
Oil Analysis	1
Clean Starter	1
CGAM Coil Cleaning	1
CGAM Operating Inspection	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE032GA4	L09G00822	
Centrifugal Chiller	1	Trane	CVHE032GA4	L09G00710	

Description	Quantity Per Term
Comprehensive Annual Inspection / Tubes	1
Refrigerant Monitor Calibration	1
Vibration Analysis	1
Operating Inspections	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	McQuay International	AGZ034AS72	STNU07070018 1	BCH-2

Description	Quantity Per Term
Air-Cooled Oil Analysis	1
McQuay Air-Cooled Clean Starter	1
McQuay Air-Cooled Coil Cleaning	1
McQuay Annual Inspection	1
McQuay Operating Inspection	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer Summit Building Management Systems (BMTS)	1	Trane	BMTX001AAB	E09L50952	

Description	Quantity Per Term
Onsite Inspection	2
Tracer Ensemble Cloud Service	1
Digital Remote Inspections and Data Logging	10



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## PRICING AND ACCEPTANCE

Customer:

City of Columbia  
701 East Broadway  
COLUMBIA, MO 65205

Site Address:

Columbia Government Center  
701 East Broadway  
COLUMBIA, MO 65205

### Trane Service Agreement

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

### Service Fee

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

Contract Year	Annual Amount USD	Payment Term
Year 1	\$23,798.00	Quarterly \$5,949.50
Year 2	\$24,511.00	Quarterly \$6,127.75
Year 3	\$25,247.00	Quarterly \$6,311.75
Year 4	\$26,004.00	Quarterly \$6,501.00
Year 5	\$26,784.00	Quarterly \$6,696.00

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be \$TBD USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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

### Term

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



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**Cancellation by Customer Prior to Services; Refund**

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

**Cancellation by Company**

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Jason Brenton
Printed Name	Proposal Date: November 19, 2025 Cell: (314) 369-3753 Office: (636) 305-3600 License Number:
Title	<u>Jason Brenton</u> Authorized Representative
Purchase Order	<u>Account Manager</u> Title
Acceptance Date	Signature Date

The Initial Term of this Service Agreement is 5 years, beginning November 19, 2025

## APPENDIX

### SERVICE BEST PRACTICES

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

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

#### SAFETY

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

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

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



### ENVIRONMENTAL PRACTICES

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

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

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



**LET'S GO BEYOND™**

## **CONSISTENCY**

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

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



## CUSTOMER SERVICE FLOWS

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

### Trane CGAM Air Cooled Chiller

#### Air-Cooled Oil Analysis

Description

- Oil Analysis

#### CGAM Annual Inspection

Description

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

#### CGAM Coil Cleaning

Description

- Customer Notification
- Initial Site Safety Inspection
- Lock Out Tag Out (Standard)
- Coil Cleaning Solution
- Coil Cleaning Water (Applied)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

#### Clean Starter

Description

- Clean Starter & Cabinet

#### Operating Inspection

Description

- Operating Inspection



## McQuay Air Cooled Chiller

### Air-Cooled Oil Analysis

#### Description

- Oil Analysis

### Annual Inspection

#### Description

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

### Coil Cleaning

#### Description

- Customer Notification
- Initial Site Safety Inspection
- Lock Out Tag Out (Standard)
- Coil Cleaning Solution
- Coil Cleaning Water (Applied)
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

### Clean Starter

#### Description

- Clean Starter & Cabinet

### Operating Inspection

#### Description

- Operating Inspection



## Trane Centrifugal Water Cooled Chiller

### Maintenance Procedure Refrigerant Monitor

#### Description

- Maintenance Procedure-Refrigerant Monitor

### Oil Sample-Centravac

#### Description

- Take Oil Sample CenTraVac - Unit Not Running

### Annual Inspection

#### Description

- Check and record refrigerant level.
- Inspect for leaks and report leak results.
- Calculate the refrigerant loss rate per EPA guidelines and report to the customer.
- Repair minor leaks as required (e.g., valve packing, flare nuts).
- Visually inspect condenser tubes for cleanliness.
- Verify the operation of the vane control.
- Check vanes for free and smooth operation.
- Check purge unit controls for proper operation.
- Check and clean purge drum as required.
- Clean strainers or replace filters as required.
- Check purge compressor assembly for leaks as required.
- Check the purge unit for proper operation.
- Inspect control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check load limit relay for load-unload operation.
- Check the pilot positioner for start and full stroke. Remove any slack from the spring.
- Verify the working condition of all indicator/alarm lights.
- Verify the operation of the oil sump temperature control device.
- Test the high condenser pressure safety device. Calibrate and record setting.
- Test the low evaporator temperature safety device. Calibrate and record setting.
- Test the oil pressure safety device. Calibrate and record setting.
- Test the high motor temperature safety device. Calibrate and record setting.
- Test the operation of the chilled water pump and condenser water pump starter auxiliary contacts.
- Check the operation of the pneumatic-electric (PE) switch.
- Verify the operation of the solenoid air valve (SAV).
- Verify the operation of all timing devices.
- Pull oil sample for spectroscopic analysis.
- Test oil for acid content, and discoloration. Make recommendations to the customer based on the results of the test.
- Inspect oil pump starter for signs of overheating, arcing, burns, etc.
- Check tightness of terminal connections on the oil pump motor starter.
- Verify the operation of the oil heater. Measure amps and compare reading with watt rating of the heater.
- Change the oil filter.
- Verify the oil level.
- Clean the starter and cabinet.
- Check condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check the mechanical linkages for wear, security and clearances.
- Check dashpot oil for level, rust and/or moisture.
- Check tightness of motor terminal connections.
- Meg the motor and record reading.
- Verify the operation of the electrical interlocks.

### **Mid Season Running Inspection**

- Operating Inspection
- Check the general operation of the unit.
- Log the operating temperatures, pressures, voltages, and amperages.
- Check the operation of the purge unit.
- Check the operation of the control circuit.
- Check the operation of the lubrication system.
- Check the operation of the motor and starter.
- 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 18: Vibration Analysis**

#### Description

- Vibration Analysis
- Electrical Inspection
- Meg Compressor Motor(s)
- Compressor Oil Level Check- Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Clean and Repaint

### **Condenser Tube Brushing**

#### Description

- Isolate condenser barrel and remove non piping head
- Mechanical brush condenser tubes and report condition



July 23rd, 2024

Name: City Of Columbia  
City State Zip: Columbia, MO 65201

RE: Service Call Procedures

**Service Calls (Mon. – Fri., 7:30 a.m. – 4:30 p.m.):**

- 1) Call Trane Service 888-853-9200.
- 2) Additional Contact – Jason Brenton 314-369-3753
- 3) Dispatcher shall verify technician availability and technician will respond.

**Service Calls (After Hours):**

- 1) Call Trane Answering Service at **888-853-9200**.
  - **Additional Contact # 636-305-3600** (Follow Prompts)
- 2) Give the answering service the following information:
  - Company Name
  - Building
  - Phone Number
  - Service Request
- 3) The Answering Service will notify a Trane Service Technician.
- 4) The Trane Service Technician will call City of Columbia caller to verify the Service Information and then respond to the call.
- 5) Additional after hours or emergency calls may also be directed to Jason Brenton. He may be contacted via mobile phone 314-369-3753.

**Service Calls Labor Rates**

**City of Columbia T&M Non Agreement Rates**

<b>2025-2026 Labor Rates</b>	<b>Agreement</b>	<b>Non Agreement</b>
T&M Standard Rates	\$205.00	\$255.00
T&M Overtime Rates	\$304.50	\$382.50
T&M Double Time (Holidays)	\$410.00	\$510.00
Truck/Fuel Charge	None	\$200.00

## APPENDIX

### SERVICE BEST PRACTICES

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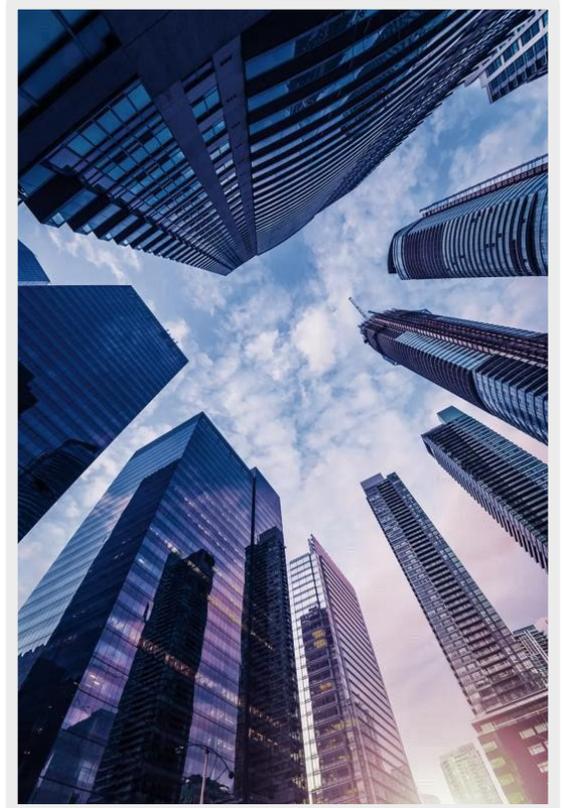
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## CONSISTENCY

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- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

Exhibit B

RESERVED





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2026

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

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

<b>PRODUCER</b> MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	<b>CONTACT NAME:</b> Michaela Grasshoff, ARM	
	<b>PHONE (A/C, No, Ext):</b> 212-345-2794 <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b> Michaela.Grasshoff@marsh.com	
<b>INSURED</b> Trane U.S. Inc. dba Trane 101 Matrix Commons Drive St. Louis, MO 63026 United States	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	COMPANY A: Old Republic Insurance Company	24147
	COMPANY B: Travelers Indemnity Co of America	25666
	COMPANY C: Travelers Property Casualty Co of Amer	25674

**COVERAGES**                      **CERTIFICATE NUMBER:** 799024                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TIME ELEMENT POLLUTION LIABILITY <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	MWZY 317456-25	4/17/2025	4/17/2026	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SELF INS. <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	MWTB 317455-25  APD - Self Insured	4/17/2025	4/17/2026	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A X	UB-8M35413A-25-61-K (AOS) UB-8M35413A-25-61-K (MN) UB-8M370386-25-61-R (Retro) TWXJ-UB-743445A-24-TIL (OH)	4/17/2025 4/17/2025 4/17/2025 4/17/2025	4/17/2026 4/17/2026 4/17/2026 4/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

**CERTIFICATE HOLDER**
 City of Columbia  
 P.O. BOX 6015  
 Columbia, MO 65205-6015  
 United States
**CANCELLATION**

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

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

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## ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 101 Matrix Commons Drive St. Louis, MO 63026 United States
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

City of Columbia , The City of Columbia, its elected officials and employees are included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

City of Columbia , The City of Columbia, its elected officials and employees are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence in regards to Workers' Compensation.

Job Description: HVAC Service

For questions regarding this certificate of insurance contact: Andrew Swarrigin Email:  
andrew.swarrigin@trane.com Phone: 636-891-3385

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

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

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

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

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

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide at least 30 days advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

\_\_\_\_\_  
Contractor                                      Address                                      City                                      State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, covering work to be performed and material to be furnished for:

\_\_\_\_\_  
Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

\_\_\_\_\_ DOLLARS,  
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

\_\_\_\_\_  
Contractor

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
**FINAL RECEIPT OF PAYMENT AND RELEASE**

PROJECT NUMBER
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KNOW ALL MEN BY THESE PRESENT THAT:                    hereinafter called "Subcontractor" who heretofore entered into an agreement with                    hereinafter called "Contractor", for the performance of work and/or furnishing of material for the construction of the project entitled

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at  
 \_\_\_\_\_  
 (ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
3. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR
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BY (TYPED OR PRINTED NAME)
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SIGNATURE
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TITLE
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# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$61.64
Boilermaker	\$34.21*
Bricklayer-Stone Mason	\$57.33
Carpenter	\$54.00
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$47.94
Plasterer	
Communication Technician	\$60.91
Electrician (Inside Wireman)	\$60.73
Electrician Outside Lineman	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$34.21*
Glazier	\$57.72
<b>Ironworker</b>	<b>\$72.68</b>
Laborer	\$45.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$63.31
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.29
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.55
Plumber	\$72.49
Pipe Fitter	
Roofer	\$56.44
Sheet Metal Worker	\$58.82
Sprinkler Fitter	\$69.16
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$67.38
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$83.75
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.61
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$34.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
**AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW**

PROJECT NUMBER
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Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_  
 State of \_\_\_\_\_ personally came and appeared \_\_\_\_\_  
 (NAME)  
 of the \_\_\_\_\_  
 (POSITION) (NAME OF THE COMPANY)  
 (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: \_\_\_\_\_ issued by the Department of Labor and Industrial Relations, State of Missouri on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in carrying out the contract and working in connection with \_\_\_\_\_  
 (NAME OF PROJECT)  
 Located at \_\_\_\_\_ in \_\_\_\_\_ County  
 (NAME OF THE INSTITUTION)  
 Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSE OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
	SUBSCRIBED AND SWORN BEFORE ME, THIS	
	DAY OF	YEAR
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES
NOTARY PUBLIC NAME (TYPED OR PRINTED)		<b>USE RUBBER STAMP IN CLEAR AREA BELOW</b>

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now April M Guzinski (Name of Business Entity Authorized Representative) as Immigration Manager, Legal (Position/Title) first being duly sworn on my oath, affirm Trane Technologies Company LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Trane Technologies Company LLC(Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this-filing are subject to the penalties provided under section 575.040, RSMo.)*

April M. Guzinski April M Guzinski  
Authorized Representative's Signature Printed Name

Immigration Manager, Legal 01/22/2026  
Title Date

April.Guzinski@tranetechnologies.com  
E-Mail Address

Subscribed and sworn to before me this 22nd of January 2026 I am  
(DAY) (MONTH YEAR)  
commissioned as a notary public within the County of St. Charles, State of  
(NAME OF COUNTY)  
MISSOURI, and my commission expires on 7/27/2026  
(NAME OF STATE) (DATE)

Andrea Beth Zencuznikoy 1/22/2026  
Signature of Notary Date

