

Welcome to the

Awards Meeting

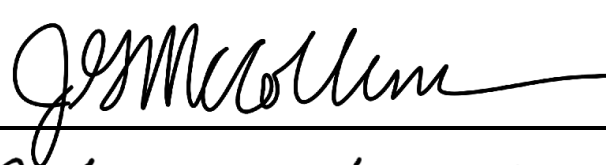
November 13, 2025, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Aileen Cruz** by telephone at **(904) 776-1911** or by email at **cruza@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda November 13, 2025 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info												
Consent Agenda												
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code . Please refer to JEA's Procurement Code, if you wish to protest any of these items.												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 11/06/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase/Ratification	1411124446 Engineering Services for SJRPP Substation Expansion	Erixton	Chen Moore & Associates Inc	Capital	\$131,880.00	\$131,880.00	\$545,738.00	\$849,442.00	12/05/2024 - \$142,324.00 03/10/2025 - \$29,500.00	Project Completion Start Date: 06/2023 End Date: 03/2026	N
	For additional information contact: Jason Behr											
	This change order for the SJRPP Substation Engineering Agreement covers three core areas: Electrical Design, Construction Support, and Foundation Re-designs. These change orders are necessary additional engineering services provided by Chen Moore during construction, as well as anticipated support through project completion.											
	The design services portion included extended review of construction submittals and RFIs, identification of equivalent materials for discontinued JEA-standard components, redesign of the control house electrical and mechanical systems based on updated stakeholder input, and engineering review related to the relocation of a 230kV H-frame foundation. Further electrical design support included a DC load center analysis and redesign of the perimeter fence to accommodate new JEA Security requirements. Overall, this change order is necessary to address unforeseen site conditions, evolving JEA standards, and construction-phase discoveries, ensuring the project proceeds efficiently, safely, and in compliance with all operational and regulatory expectations.											
For construction services portion, \$86,700 of this proposed change order, covers weekly construction meetings, periodic site visits, and resolution of bill-of-materials discrepancies amongst other items. It should be noted that JEA has consumed all funds previously allocated for during construction work. One contributing factor is although classified as a greenfield development, the site's prior use as the SJRPP plant has resulted in unforeseen subgrade and underground conflicts. Because original plant drawings were unavailable, these issues could not have been predicted or included in the original design scope. During construction, Chen Moore provided extensive support in addressing field conditions, including discovery of undocumented subsurface structures and the need to redesign the retention pond due to a higher-than-expected water table.												
Consent Agenda Action												
Committee Members in Attendance	Names	Ted Phillips, Garry Baker, Jordan Pope										
Motion by:	Jordan Pope											
Second By:	Garry Baker											
Committee Decision	Approved											
Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	Hogans Creek Chilled Water Plant Chiller 1 and 2 Trane R'Newal Program (Refurbishment/Rehab)	Vu	Trane U.S. Inc.	\$1,184,136.00	\$1,184,136.00	N/A	\$1,184,136.00	N/A	Project Completion Start: 12/01/2025 End: 03/01/2026	N	Motion by: Jordan Pope Second by: Garry Baker Committee Decision: Approved
	For additional information contact: David King											
	This award request is for a single source contract to Trane Technologies for servicing of chillers No. 1 and 2 at the Hogans Creek Chilled Water Plant. This project renews the chillers to restore performance and extend service life under Trane's R'newal™ Service Program. Work includes a major mechanical refurbishment of each unit, a new control system with sensors, and added flow measurement to improve reliability and performance. The service program will be performed by the original equipment manufacturer (Trane) field personnel and will be factory warranted.											
	JEA staff reviewed the pricing proposals and deemed them reasonable compared to past projects.											
DISCUSSION/ACTION: Additional details were requested to explain the single-source selection. Trane US Inc is the only authorized vendor capable of rehabilitating the chillers while maintaining their warranty. This rehabilitation, part of a 20-year lifecycle, will extend the warranty for the chillers, control system, and purge system, in compliance with district energy policy, ensuring the equipment functions to factory specifications. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips; Dan Weaver												
Consent and Regular Agenda Signatures												
Budget	Name/Title											
Awards Chairman	Name/Title											
Procurement	Name/Title											
Legal	Name/Title											

Award #1 - Supporting Documents 11/13/25

JEA Awards Agenda
November 6, 2025

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief/Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
2	Contract Increase	Consulting Services: Field Management System (FMS) Implementation	Selders	SGS Technologies LLC	Capital	\$200,000.00	\$195,000.00	\$200,000.00	\$795,000.00	08/11/24-\$40,000.00 10/31/24-\$360,000.00	Project Completion Start Date: 02/01/2024 End Date: 04/01/2026	N
	For additional information contact: Angel Love This request is for an additional \$195,000.00 to continue consulting services with SGS Technologie, LLC, supporting JEA's OpenGrid Field Management System (FMS) Implementation. The consultant serves as an enterprise project manager overseeing planning, vendor coordination, change management, testing, go-live, and post-project support. This role is critical to JEA's customer-facing systems and overall operations. The project began in February 2024 and is scheduled to conclude by April 2026. This resource could not be sourced through JEA's MSP contract and is billed at \$165.00/hour, consistent with prior agreements. The additional funding will support project completion, potentially extending into FY26. Rates remain aligned with State of Florida Contract No. 80101507-23-STC-ITSA, competitively awarded and valid through September 30, 2027.											
3	Cost Participation	Stadium Chilled Water Reimbursement Agreement	Zammataro	Jax Stadium, LLC	Capital	\$4,876,325.00	\$4,644,119.00	N/A	\$4,644,119.00	N/A	Project Completion Start Date: 11/20/2025 End Date: 09/30/2026	N
	For additional information contact: Dan Kruck This award request funds a Cost Reimbursement Agreement enabling Jax Stadium, LLC's contractor to construct the chilled-water lines and related equipment needed to serve the Facility. The scope of work includes construction of approximately 966 LF of 30-inch chilled-water supply/return mains and 112 LF of 20-inch tie-ins, including valves/fittings, temporary and permanent recirculation loops, limited fiber with handholes, flushing/chemical treatment/testing, traffic maintenance, dewatering, and surface restoration. To ensure a single entity is responsible for completing the stadium improvements, JEA will use the City of Jacksonville's existing contract with the stadium developer, Jax Stadium, LLC, to deliver the required chilled-water work. JEA staff have reviewed the proposed construction costs for the new chilled-water lines and determined they are reasonable when compared with JEA's internal estimate.											
4	Invitation For Bid (IFB)	1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation	Erixton	SPE Utility Contractors FD, LLC dba SPE Group	Capital	\$1,393,362.44	\$1,635,700.00	N/A	\$1,635,700.00	N/A	Project Completion Start Date: 11/15/2025 End Date: 04/30/2026	Y DN Concrete & Construction Services LLC - 3% DJ Contracting of Jacksonville, Inc. - 1%
	Advertised: 09/20/2025 Opened: 10/28/2025 Bids Received: 1. SPE Group - \$1,635,700.00 2. C & C Powerline - \$1,909,776.00 3. Heart Utilities of Jacksonville - \$1,939,960.00 4. The Fishel Company - \$2,882,148.89 For additional information contact: Jason Beltr The purpose of this project is to procure contractor services for the installation of a duct bank and manhole system to support the extension of JEA's Dinsmore Circuits 423 and 424 along Plummer Road. The Contractor shall furnish all necessary labor, supervision, equipment, and materials (except where otherwise specified) required to complete the work within the designated timeframe, in full accordance with the approved plans and technical specifications. The original budget estimate for this project was \$1,393,362.44, excluding the 10% supplemental work authorization added to this bid. When the supplemental authorization is included, the overall budget variance is approximately 7% higher than the original estimate. The business unit has reviewed the schedule of values provided by SPE Group and has deemed the pricing justifiable for this project.											
5	Piggyback Florida Sheriffs Association Contract #FSA23-EQU21.0	Contract #FSA23-EQU21.0, Item 136 Cushion Tire Forklifts with Southern States Toyota Lift	Phillips	Southern States Material Handling Inc., dba Southern States Toyota Lift and Raymond Handling Consultants	Capital	\$560,000.00	\$568,420.00	N/A	\$568,420.00	N/A	One-Time Purchase FY26 Start Date: 10/01/2025 End Date: 09/30/2026	N
	Piggyback Agency: Florida Sheriffs Association Contract #FSA23-EQU21.0, Item 136 - Cushion Tire Forklift with Southern States Toyota Lift Contract Term: Start Date 10/01/2023, through 09/30/2026 For additional information contact: Halley Stewart This award is for the purchase of two (2) Toyota 30,000 lb. capacity cushion tire forklifts for JEA Fleet to be utilized for the Electric groups at Southside Service Center and West Side Service Center, expected to arrive in FY26. JEA is piggybacking off of the Florida Sheriffs Association (FSA) contract with Southern States Toyota Lift. These forklifts will replace two aging Gradall units that are beyond their service life and increasingly difficult and costly to maintain. Over the last 18 months, Fleet has collaborated with end users to identify the most suitable replacement equipment, which included equipment demonstrations and discussions to ensure the new units meet operational needs. Following this evaluation, the 30K forklift from Southern States Toyota Lift was selected as the best option. To avoid delays and ensure delivery within the FY26 budget, JEA will use FSA contract pricing. Southern States Toyota Lift holds the maintenance contract for our forklift fleet and is the sole authorized Toyota forklift distributor in our region, ensuring consistent equipment support and service. JEA has not purchased a forklift of comparable size. The Business Unit's estimated cost of \$280,000.00 per unit, based on supplier information, aligns with current pricing. The unit price for each forklift is \$284,210.00. The total award to Southern States Toyota Lift is in the amount of \$568,420.00, and Fleet has determined that the pricing is reasonable.											

Award #1 - Supporting Documents 11/13/25
Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Garry Baker, Jody Brooks										
Motion by:	Jody Brooks											
Second By:	Garry Baker											
Committee Decision	Approved											

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	N03 "B" Circulating Water Pump Replacement	Erixton	Xylem Water Solutions USA, Inc	\$1,490,423.00	\$1,490,423.00	N/A	\$1,490,423.00	N/A	One-Time Purchase Start Date: 11/07/2025 End Date: 12/31/2026	N	Motion by: _____ Garry Baker Second by: _____ Jody Brooks Committee Decision: _____ Approved
For additional information contact: Jason Belz Northside Unit 3 (N03) is a 540MW steam turbine that has two condensers that are cooled with river water. The original design is to have four 70,000 GPM circulating water pumps provide river water to those condensers. Any reduction in the volume of cooling water has a negative impact on the overall efficiency of the unit, and running without all circulating water pumps in service will lead to the unit being derated. Recently the N03 "B" circulating water pump shaft failed making the pump inoperable. NGS did not have an adequate spare to replace the pump, and the unit was derated from 540MWs to 350MWs. NGS maintenance department used components from a previously failed pump to repair the N03 "B" circulating water pump, and it was put back into service. The plant needs to purchase a proper spare pump to reduce loss megawatt hours due to having a pump unavailable. NGS currently has four circulating water pumps for N03, and all have Xylem as the OEM. The system is designed around the current pumps being interchangeable. The motors and spare parts are all able to be installed on any pump, without special modifications. Purchasing a non-OEM pump would require NGS to carry an additional \$250,000 in spare parts that would only be used on a single pump. There is also a risk of the non-OEM pump not fitting properly in the basin, and this can only be corrected by manufacturing an installation gasket specifically for the non-OEM pump. DISCUSSION/ACTION: Further details were requested to justify the single-source award. Unit 3 uses four Xylem interchangeable circulating water pumps for condenser cooling, with identical pump mounts, motor mounts, and couplings. All motors and spare parts in inventory can be installed on any of the four pumps without any additional modification. Purchasing from a non-OEM would be both costly and risky. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Michael Baldwin												

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	
Procurement	Name/Title	
Legal	Name/Title	



October 6, 2025

SENT VIA E-MAIL (rohj@jea.com)

Wilbert Aldajuste

JEA

225 N. Pearl St.

Jacksonville, FL 32202

Re: Proposal for Additional Engineering Services:

Dear Mr. Aldajuste,

Chen Moore and Associates, Inc. (CMA) is submitting this additional engineering services fee proposal for the **New SJRPP 230-26.4kV Substation**, based on the following JEA requested changes to the original design scope and unforeseen site conditions.

Substation Fencing (Design)

The original scope for the project indicated new perimeter fencing for the 26.4 kV expansion site and would be separate from the existing perimeter fencing around the existing 230kV yard. CMA was requested by JEA to provide design to expand the new perimeter fencing to replace the existing 230kV perimeter fencing on the North side of the yard and extend south along the west perimeter to the existing double gate. Also, to replace the existing fencing along the south side of the 230kV yard west twenty (20) feet beyond the existing 230kV control house and tie back to the existing fence. The additional design for the changes in the perimeter fencing required:

1. Additional site visits to determine locations to connect to the existing fencing around the 230kV yard.
2. Additional plan drawings and details showing the new fencing layout on the north and south sides of the 230kV yard.
3. The existing fencing does not have privacy slats. CMA was requested to design the new fencing with privacy slats at the request of JEA Security to meet their standard requirements.
4. Additional research and consultations were required to design the new fencing in accordance with the Chain Link Fence Manufacturers Institute (CLFMI) Wind Load Guide (WLG) 2445 and current codes and standards.
5. Meetings with JEA Project manager and JEA Security on the requirements for the slats at this remote location.
6. Several Contractor Request for Information and follow on discussions.

DC Load Center Study (Design)

CMA was asked to provide a DC load study to determine the DC System including the Battery Banks and Chargers. This required a review of the DC elementary diagrams and cutsheets of components to properly size the system. A formal report was provided with recommendations and calculations.



Construction Support Services

To date CMA has reached the original proposal number of hours due to additional JEA requested assistance during bidding, coordination meetings, and site visits for unforeseen conditions. Several Contractor Shop Drawings having to be reviewed two or three times for compliance with the drawings and specs. RFI's have been generated for additional coordination with JEA Security and Facilities. At this point there are still outstanding required shop drawings and test reports that need to be reviewed.

CMA has been requested to provide additional construction support through the end of construction, this will include:

- Coordination with JEA project management.
- Contractor coordination
- RFI's from the contractor and other JEA entities.
- Review Packager BOM material issues
- Attending bi-weekly, (at this point), and then weekly construction meetings.
- Periodic construction site visits upon request.

H-Structure S2 Foundations Review

The Contractor's sub-contractor made an error when installing the S2 Foundation for the H-structure tower feeding the T1 transformer. The foundations were installed 47 feet apart rather than the designed 46 foot spacing. The wider spacing made the structure's cross members unusable. JEA and the contractor asked CMA to review the issue and help find a solution. CMA and the contractor reviewed several options to come to a resolution that will allow the construction to move forward without delaying 20 plus weeks for new cross members to be built.

Our additional services cost for the above Scope items is as follows:

Task Description	Fee
Electrical Design	\$31,440
Construction Support	\$86,700
H-Structure S2 Foundations Review (on separate proposal form)	\$13,740

Total Limiting Amount Fee

\$131,880

Award #2 - Supporting Documents 11/13/25

501 Riverside Avenue, Suite 501

Jacksonville, FL 32202

Office: +1 (904) 398-8636



If there are any questions, or if any additional information would be helpful, please contact myself at (904) 891-4870, at dhopkins@chenmoore.com or Thomas Gardner at (904) 307-6151, tgardner@chenmoore.com.

Respectfully submitted,



J. David Hopkins, P.E.

Principal Engineer

Attachment(s)

Additional Services Fee Proposal

Award #2 - Supporting Documents 11/13/25

Design for:

JEA

Scope of Work:

SJRPP 230-26.4kV Substation - Additional Services #3

DETAILED FEE PROPOSAL

Chen Moore and Associates
Consulting Engineers

Date: 10/07/25

A/E File No: 23-0651.P0001 Task 6

	Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Senior Designer	Designer	Senior Construct Specialist	Admin Support	Total
TASKS									
Hourly Rate	\$250.00	\$220.00	\$150.00	\$125.00	\$160.00	\$125.00	\$150.00	\$115.00	
SJRPP 230-26.4kV Substation - Additional Services #3					LABOR				
Electrical Design Services									
Client Coordination	10								
Document Research and Review									
Coordinate & Attend Kick Off Meeting									
Field Investigation									
Preliminary Engineering Review (30%) Meeting									
60% Design & Constructability Review Meeting									
90% Design Review Meeting									
Bid Design Review Meeting									
DRAWINGS (Refer to List) Includes Calcs as Required	42				84				
Specifications									
QA/QC									
Coordination with Survey - Survey Review									
Coordination with Geotech									
Environmental									
Stake Holder Outreach									
DC Load Center Study	20								
Subtotal Design Labor	72				84				\$31,440

Design for:

JEA

Scope of Work:

SJRPP 230-26.4kV Substation - Additional Services #3

DETAILED FEE PROPOSAL

Chen Moore and Associates
Consulting Engineers

Date: 10/07/25

A/E File No: 23-0651.P0001 Task 6

[illegible]

Award #2 - Supporting Documents 11/13/25

Design for:

Reedy Creek Improvement District - RCES

Scope of Work:

SJRPP 230-26.4kV Substation - Additional Services #3

A/E File No. 23-0651.P0001 Task

LIST OF ELECTRICAL DRAWINGS

	Sheets	DESIGN HOURS ESTIMATES							
		Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Senior Designer	Designer	Senior Tech	Admin. Support
SJRPP 230-26.4kV Substation - Additional Services #3									
Fence Details	2	30				60			
New Fence and notes	4	12				24			
TOTAL DRAWING HOURS -		42				84			
Total No. Sheets	6								



SJRPP 230-26.4kV Substation Additional Services S2 Foundation Review

A/E File - 23-0651.P0001 Task 6

	Labor													
	Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Senior Designer	Designer	Senior Construct Specialist	Admin Support	Total Design Hours	Total Construct Hours	Total Sub-Consultant Costs	Total Design Costs	Total Construct Support Costs	Total Project Cost
	Hourly Billing Rate	\$250.00	\$220.00	\$150.00	\$125.00	\$160.00	\$125.00	\$150.00	\$115.00					
SJRPP 230-26.4kV Substation - S2 Foundation Review														
Total Estimated Design Hours - Lump Sum	0	0	0	0	0	0	0	0	0		0	\$0		\$0
Total Estimated Construction Support Hours - T & E	50	0	0	0	4	0	4	0		58			\$13,740	\$13,740
Total Costs														\$13,740

Design for:
JEA
Scope of Work:
SJRPP 230-26.4kV Substation - S2 Foundation Review

Chen Moore and Associates
Consulting Engineers

A/E File No: 23-0651.P0001 Task 6

	Principal Engineer	Senior Engineer	Project Engineer	Associate Engineer	Senior Designer	Designer	Senior Construct Specialist	Admin Support	Total
TASKS									
Hourly Rate	\$250.00	\$220.00	\$150.00	\$125.00	\$160.00	\$125.00	\$150.00	\$115.00	
Sub-Consultants - Design									
Sub-Consultant Survey -									
Sub Consultant Geotech -									
Sub Consultant Soft Dig -									
Sub Total Sub-Consultants									
Total Design Labor									
Engineering Support During Construction - T & E									
Pre-Construction Meeting									
Coordination with JEA	12								
Answer RFI's - <i>from Reliable and Mamouth</i>	12								
Review Contractor Submittals - <i>Review Contractors Options</i>	16								
Weekly Construction Meetings									
Construction Site Visits - <i>Review S2 Foundation</i>	4						4		
Incorporate As-built Mark Ups - <i>Relocate Foundations</i>	2				4				
<i>Create PLSCad model of Relocated H Structure for Review</i>	4								
Subtotal Construction Labor	50				4		4		\$13,740



Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256
Phone: (904) 363-6088
Fax: (904) 363-1134

October 13, 2025

Customer:
JEA
PO Box 4910
Jacksonville, FL 32201-3220

Site Address:
JEA Hogan's Creek Central Plant
777 Church St E
Jacksonville, FL 32202

ATTENTION: Dan Weaver

PROJECT NAME: Hogan's Creek CH-1 R'Newal

TRANE CENTRAVAC® R'NEWAL® SERVICE PROGRAM

Trane's CenTraVac R'Newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CenTraVac unit(s) to original operating condition, reliability, and life expectancy. The R'Newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CenTraVac R'Newal program is backed with a Trane warranty covering the compressor motor, bearings and lubrication system failures. This unique warranty reflects Trane's confidence in our motors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor R'Newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (904) 363-6088.

Sincerely,

Boone Lewis
Account Manager – Trane
E-mail: boone.lewis@tranetechnologies.com
Cell: (904) 402-4918

PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

JEA Hogan's Creek Central Plant

The following "Covered Equipment" will be serviced at JEA Shands Central Plant:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CDHF2500KW	L02G02959	CH-1

SCOPE OF SERVICES

CENTRAVAC® COMPRESSOR R'NEWAL® SERVICE

- Refrigerant removal and replacement per applicable law
- Dismantling of the centrifugal compressors
- Refrigerant Analysis using Trane Chemical Laboratory*
- **Send motors to Trane Charlotte motor facility for exchange/rewind motor program – re-install newly rewound exchange motor**
- Inspection and verification of the inlet guide vane assemblies, motor shafts, labyrinth seals, and the impellers compared to Trane specifications*.
- Motor inspections including a rotor bar and resistance analysis of the motor to Trane specifications*
- Verification and adjustment of the controls and measuring devices*
- Inspection of the overload controls, contactors, wiring, and other starter components*.
- Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump*
- Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary*)
- Installation of new Trane compressor motor bearings
- Speed balance the rotors and impellers as one operating assembly prior to reassembly of the compressors
- Reassembly of centrifugal compressors, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
- Replace oil pumps and motors
- **Replace existing purges with new Earthwise Regenerative Purges**
- **Replace existing CH530 control panel and sensors with new Trane Symbio 800 control panel and sensors**
- Provide all materials and labor to install factory water flow sensing kits on the evaporator and condenser barrels for GPM measurement and balancing/optimization through both.
- Perform vibration analysis as a base line at chiller start-up
- Trane approved gaskets and terminal O-rings for terminal board
- Replace relief valve carbon disk and gaskets
- Chiller evacuation and leak testing to Trane specifications
- Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- Trane extended warranty on compressor motors, bearings, and lubrication system
- Installation of Trane R'newal nameplate indicating Trane issues CenTraVac compressor R'newal serial number.
- Factory parts and labor warranty – see Warranty section (below) for details

** Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

CENTRAVAC R'NEWAL WARRANTY WITH MOTOR

CenTraVac R'Newal includes a **one-year standard parts warranty and 90 days labor** on all components replaced as part of the offering.

In addition, the compressor motors, compressor motor bearings, and lubrication system will be covered by the Limited Factory Warranty for the term purchased (see below):

- **7 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, Limited Factory Warranty is void. As a condition of the program, the motor must be sent to Charlotte if the chiller is over 18 years.

Symbio Control Panel upgrade and new **Earthwise Purges** Upgrade:

- **5 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections per year.

CLARIFICATIONS

- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
- Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
- ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
- Upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN_07132021.pdf \(trane.com\)](#)
- Customer must have service contract in place during R'Newal warranty

TOTAL PRICE:\$592,068.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CLARIFICATIONS

1. All applicable taxes are included.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

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

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. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, 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 7 of the attached Terms and Conditions – Quoted Service.

This proposal is valid 30 days from October 13, 2025.

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Boone Lewis
Printed Name	Proposal Date: October 13, 2025 Cell: (904) 402-4918 Office: (904) 363-6088 License Number: CMC1249843
Title	
Purchase Order	Authorized Representative
Acceptance Date	Title
	Signature Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

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

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

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

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

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

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

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company 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 Company 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.

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

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

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

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

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

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

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

15. CONTAMINANTS LIABILITY

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

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

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

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

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

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

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

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

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

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

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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
- 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.

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





Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256
Phone: (904) 363-6088
Fax: (904) 363-1134

October 13, 2025

Customer:
JEA
PO Box 4910
Jacksonville, FL 32201-3220

Site Address:
JEA Hogan's Creek Central Plant
777 Church St E
Jacksonville, FL 32202

ATTENTION: Dan Weaver

PROJECT NAME: Hogan's Creek CH-2 R'Newal

TRANE CENTRAVAC® R'NEWAL® SERVICE PROGRAM

Trane's CenTraVac R'Newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your CenTraVac unit(s) to original operating condition, reliability, and life expectancy. The R'Newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.



The CenTraVac R'Newal program is backed with a Trane warranty covering the compressor motor, bearings and lubrication system failures. This unique warranty reflects Trane's confidence in our motors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor R'Newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (904) 363-6088.

Sincerely,

Boone Lewis
Account Manager – Trane
E-mail: boone.lewis@tranetechnologies.com
Cell: (904) 402-4918

PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

JEA Hogan's Creek Central Plant

The following "Covered Equipment" will be serviced at JEA Shands Central Plant:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CDHF2500KW	L02G02958	CH-2

SCOPE OF SERVICES

CENTRAVAC® COMPRESSOR R'NEWAL® SERVICE

- Refrigerant removal and replacement per applicable law
- Dismantling of the centrifugal compressors
- Refrigerant Analysis using Trane Chemical Laboratory*
- **Send motors to Trane Charlotte motor facility for exchange/rewind motor program – re-install newly rewound exchange motor**
- **Includes expected rotor replacement for one (1) circuit based on vibration analysis of circuit 2A**
- Inspection and verification of the inlet guide vane assemblies, motor shafts, labyrinth seals, and the impellers compared to Trane specifications*
- Motor inspections including a rotor bar and resistance analysis of the motor to Trane specifications*
- Verification and adjustment of the controls and measuring devices*
- Inspection of the overload controls, contactors, wiring, and other starter components*
- Cleaning and inspection of the lubrication system including the oil pump, regulator, filters, heating elements, and sump*
- Cleaning and inspection of economizer and liquid line flanges (recommend repair as necessary*)
- Installation of new Trane compressor motor bearings
- Speed balance the rotors and impellers as one operating assembly prior to reassembly of the compressors
- Reassembly of centrifugal compressors, auxiliary vapor and liquid lines, and sight glasses with all new Trane gaskets
- Replace oil pumps and motors
- **Replace existing purges with new Earthwise Regenerative Purges**
- **Replace existing CH530 control panel and sensors with new Trane Symbio 800 control panel and sensors**
- Provide all materials and labor to install factory water flow sensing kits on the evaporator and condenser barrels for GPM measurement and balancing/optimization through both.
- Perform vibration analysis as a base line at chiller start-up
- Trane approved gaskets and terminal O-rings for terminal board
- Replace relief valve carbon disk and gaskets
- Chiller evacuation and leak testing to Trane specifications
- Charge with refrigerant and adjust charge as necessary (any additional refrigerant required must be provided by the Owner. Owner's approval will be required if refrigerant cleaning or additional refrigerant is needed.)
- Start-up and operation check by certified Trane technician
- Verification of operating parameters and adjustment of the chiller as per its original specifications
- Trane extended warranty on compressor motors, bearings, and lubrication system
- Installation of Trane R'newal nameplate indicating Trane issues CenTraVac compressor R'newal serial number.
- Factory parts and labor warranty – see Warranty section (below) for details

** Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.*

CENTRAVAC R'NEWAL WARRANTY WITH MOTOR

CenTraVac R'Newal includes a **one-year standard parts warranty and 90 days labor** on all components replaced as part of the offering.

In addition, the compressor motors, compressor motor bearings, and lubrication system will be covered by the Limited Factory Warranty for the term purchased (see below):

- **7 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, Limited Factory Warranty is void. As a condition of the program, the motor must be sent to Charlotte if the chiller is over 18 years.

Symbio Control Panel upgrade and new **Earthwise Purges** Upgrade:

- **5 Years Parts & Labor:** This offering requires the purchase of the Trane Service Agreement. The service agreement shall include, at a minimum three inspections per year.

CLARIFICATIONS

- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be billable in addition to this proposal.
- Liquid and economizer line repairs, upon inspection, will be quoted in addition to this proposal.
- ASHRAE Std. 15 requirements for refrigerant monitor and self-contained breathing apparatus are not included. Please request a separate proposal if the equipment room does not meet this requirement.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.
- Upgrades to the motor starter and controls are not included in this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are excluded.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN_07132021.pdf \(trane.com\)](#)
- Customer must have service contract in place during R'Newal warranty

TOTAL PRICE:\$592,068.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CLARIFICATIONS

1. All applicable taxes are included.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

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

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. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, 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 7 of the attached Terms and Conditions – Quoted Service.

This proposal is valid 30 days from October 13, 2025.

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Boone Lewis
_____ Printed Name	_____ Proposal Date: October 13, 2025
_____ Title	_____ Cell: (904) 402-4918
_____ Purchase Order	_____ Office: (904) 363-6088
_____ Acceptance Date	_____ License Number: CMC1249843
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

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

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

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

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

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

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

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

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company 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 Company 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.

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

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

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

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

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

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

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

15. CONTAMINANTS LIABILITY

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

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

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

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

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

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

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

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

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

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

1-10.48 (0821)
Supersedes 1-10.48 (0720)

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
- 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.

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





Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256
Phone: (904) 363-6088

October 13, 2025

ATTENTION: Jacksonville Electric Authority

PROJECT NAME: JEA CHW Plant – Chillers

Dear JEA Team,

This letter is to confirm that Trane – Jacksonville, FL is the sole approved distributor of Trane Centrifugal Chillers. Trane – Jacksonville, FL is also the sole approved service provider with Trane factory trained centrifugal chiller technicians in North Florida. These technicians are the only ones approved to perform Trane's OEM centrifugal chiller **R'Newal** program including major system upgrades such as Earthwise Purge Upgrades, Symbio Control Panel Upgrades, Advanced Chiller Flow Upgrades, and the extended 7-year Parts and Labor manufacturer warranty. Trane's technicians are also the only technicians approved to modify and update Trane chiller software and firmware using Trane's factory developed service tools. Trane Supply – Jacksonville, FL is the only approved distributor of OEM Trane parts.

As the manufacturer, our service organization has access to warranty information, service bulletins, and mandatory retrofit requirements including Trane's OEM **R'Newal** program as issued by the Trane Factory. All Trane factory support, associated software updates, and technical service bulletins are only supplied to Trane authorized offices.

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

Sincerely,

Boone Lewis

Boone Lewis
Trane Account Manager
(904) 402-4918

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services; **Note: Please provide justification.**
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

Vendor Name:

Trane

Description of Services or Supplies provided by Vendor:

Trane to complete 20 Year R'Newal (Refurbishment/Rehab) on DES Hogans Creek Plant Chillers 1 and 2. Scope to include compressor inspections, replacement/rewind of compressor motor (7 Yr Warranty), replacement of purge system (5 Yr Warranty), and replacement of the control panel and associated sensors (5 Year Warranty). Trane is the OEM and sole provider of these services for DES Trane Chillers.

Regular Agenda Award #1 - Supporting Documents 11/13/25

Certification:

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: (b)

Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency

Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Robert Zammataro

 Digitally signed by Robert Zammataro
Date: 2025.10.24 14:54:16-04'00'

Signature of JEA Business Unit Chief (or designee)

Name of JEA Business Unit Chief (or designee)

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.