

**Sauk Valley Community College  
October 28, 2024**

**Action Item 4.4**

**Topic:** Chiller #1 Rebuild

**College Health Metric:** Campus Environment – College facilities and grounds are clean and updated; the campus is safe, secure, and welcoming.

**Presented By:** Dr. David Hellmich, Richard Groleau, and Kent Sorenson

**Presentation:**

A Trane Water Cooled Centrifugal Chiller has developed starter problems, an oil leak, and needs repair. The timeframe for rebuilding a chiller is 10-15 years. The chillers were installed in 2009 and are at the age of needing to be rebuilt, which will extend the life of the unit another 10 to 15 years.

The most advantageous option is to do a complete rebuild and starter refresh. To repair the starter will be \$29,785.00, and the rebuild will be \$97,977.96. We will also be doing an Eddy Current Testing of the chiller and evaporator tubes at this time costing \$5,893.95.

**Recommendation:**

The administration recommends the Board accept the quote from Trane Technologies of Willowbrook, Illinois with a total amount of \$133,656.91 for the Chiller rebuild to be paid from restricted use bond proceeds.



Trane U.S. Inc.  
7100 S Madison St  
Willowbrook, IL 60527  
Phone: (630) 734-3200

August 26, 2024

Richard Groleau  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

Site Address:  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

**Attention:** Richard Groleau

**Project Name:** Trane Water Cooled Centrifugal Chiller #2 Eddy Current Analysis 2025

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment	Manufacturer	Model Number	Serial Number
Water Cooled Centrifugal Chiller	Trane	CVHF049FE3Y0ACM2658W9F8TBA0000070C1004CLS00002B100A	L09K02028

### Scope of Service – Trane Water Cooled Centrifugal Chiller #2 Eddy Current Analysis

This "Scope of Services" includes labor and materials to perform an eddy current analysis on the chiller listed above. Customer is responsible for dropping tube bundle heads and ensuring tubes are brushed clean prior to the arrival of Trane technicians.

- Initial Site Inspection
- Perform Eddy Current Analysis on Condenser and Evaporator Tube Bundles
- Provide a Report on Tube Bundle Health and Recommend Any Needed Actions

**Total Price (Excluding Sales Tax): \$5,893.95**

## Clarifications

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.
- Existing bolts must turn out manually with a wrench. Any bolts found broken, break during dis-assembly, require heat or other supplemental forms of extraction, break at re-assembly or re-threading are an extra to this proposal.
- If tube bundles require a de-scaling agent for cleaning, this is not included and will be quoted separately.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Charles Passarelli  
Account Manager  
Phone: (630) 418-8128  
Email: charles.passarelli@trane.com  
Fax: (608) 838-6015

## Customer Acceptance

*This proposal is valid 30 days from the proposal date and is subject to Customer's acceptance of the attached Trane Terms and Conditions.*

---

Authorized Representative

---

Printed Name

---

Title

---

Purchase Order

---

Acceptance Date

## Terms and Conditions

### “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 CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**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), DAMAGE 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)





Trane U.S. Inc.  
7100 S Madison St  
Willowbrook, IL 60527  
Phone: (630) 734-3200

August 26, 2024

Richard Groleau  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

Site Address:  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

**Attention:** Richard Groleau

**Project Name:** Trane Water Cooled Centrifugal Chiller #2 Starter Refresh 2025

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment	Manufacturer	Model Number	Serial Number
Water Cooled Centrifugal Chiller	Trane	CVHF049FE3Y0ACM2658W9F8TBA0000070C1004CLS00002B100A	L09K02028

### Scope of Service – Trane Water Cooled Centrifugal Chiller #2 Starter Refresh

This "Scope of Services" includes labor and materials to perform a starter refresh on the chiller listed above.

- Demo and dispose of existing starter cabinet contactors.
- Replace main start/stop/run contactors with new contactors.
- Verify proper operation of the starter.

**Total Price (Excluding Sales Tax): \$29,785.00**

## Clarifications

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.
- Existing bolts must turn out manually with a wrench. Any bolts found broken, break during dis-assembly, require heat or other supplemental forms of extraction, break at re-assembly or re-threading are an extra to this proposal.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Charles Passarelli  
Account Manager  
Phone: (630) 418-8128  
Email: charles.passarelli@trane.com  
Fax: (608) 838-6015



Trane U.S. Inc.  
7100 S Madison St  
Willowbrook, IL 60527  
Phone: (630) 734-3200

August 26, 2024

Richard Groleau  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

Site Address:  
Sauk Valley Community College  
173 II Route 2  
Dixon, IL 61021  
U.S.A.

**Attention:** Richard Groleau

**Project Name:** Trane Water Cooled Centrifugal Chiller #2 Overhaul 2025

Trane is pleased to present our proposal to perform the following work on the equipment listed below at your facility. The services in this proposal will be performed using Trane's Exclusive Service Procedures to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC equipment manufacturing leader. Our innovative procedures are environmentally and safety conscious and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment	Manufacturer	Model Number	Serial Number
Water Cooled Centrifugal Chiller	Trane	CVHF049FE3Y0ACM2658W9F8TBA0 0000070C1004CLS00002B100A	L09K02028

## Scope of Service – Trane Water Cooled Centrifugal Chiller #2 Overhaul

This "Scope of Services" includes labor and materials to perform an overhaul on the chiller listed above.

- **General**
  - Stage equipment and tools onto job-site.
  - Recover refrigerant and store in approved EPA containers.
  - Compare recovered refrigerant amount to chiller nameplate charge and record.
  - Remove and dispose of oil per EPA guidelines.
  - Supply all necessary tools and rigging for disassembly of machine.
  - Replace gaskets & o-rings.
- **Compressor**
  - Check and note all compressor tolerances during disassembly.
  - Inspect compressor impellers for defects.
  - Replace terminal board gasket.
  - Replace compressor motor terminal stud o-rings.
- **Compressor Motor**
  - Check and note all motor section tolerances during disassembly.
  - Perform five-point tolerance check on compressor rotor tail bearing and log.
  - Visually inspect compressor motor stator and rotor for signs of defect.
  - Remove compressor motor stator from volute and replace o-ring gasket.

- Replace motor bearings.
- Replace sight glass.
- **Lubrication System**
  - Disassembly oil sump.
  - Inspect lubrication system.
  - Replace oil pump, motor, and heater.
  - Replace oil pump start relay and capacitor.
  - Clean oil sump and reassemble with new o-rings and gaskets.
  - Pressure test lubrication system.
  - Replace oil filter and fill system with new oil.
  - Replace refrigerant filter drier.
  - Verify proper operation of lubrication system.
- **First Stage Vane Assembly**
  - Inspect first stage vane assembly.
  - Replace first stage tang arm operator.
- **Second Stage Vane Assembly**
  - Inspect second stage vane assembly.
- **Rupture Disk**
  - Replace rupture disk.
  - Replace rupture disk gaskets.
- **Economizer**
  - Replace economizer flange gaskets.
- **Reassembly**
  - Reassemble compressor motor section using R-123 refrigerant compatible gaskets and o-rings per factory specifications.
  - Install a balancing nut on the motor shaft and “Spin Balance”.
  - Reassemble compressor section using new gaskets and o-rings per factory specifications.
  - Log assembled tolerance during re-assembly of compressor and motor sections and supply written report of all assembled tolerances.
  - Perform leak test of complete assembled machine, evacuate to a minimum of 500 Microns and place in 24-hour vacuum test.
  - Charge machine with existing R-123 refrigerant.
  - Reinsulate chiller where existing insulation was disturbed and where it is unfit for continued use.
  - Touch up paint as needed.
  - Checkout and verify operation of unit.
  - Review work performed with customer representative and remove tools and equipment.

**Total Price (Excluding Sales Tax): \$97,977.96**

## Clarifications

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Any extra steps or procedures needed to be performed by Trane technicians as a result of COVID-19 are not included and will be extra.
- The price for this overhaul includes replacement of the parts described on the previous page and in the steps and procedures. Additional repairs will be quoted as necessary upon inspection (such as, but not limited to: impeller, shaft and seal repairs).
- The existing chiller refrigerant will be re-used provided it meets standards. Refrigerant cleaning, reclaiming, and additional refrigerant are not included and will be quoted in addition to this proposal.
- Existing bolts must turn out manually with a wrench. Any bolts found broken, break during dis-assembly, require heat or other supplemental forms of extraction, break at re-assembly or re-threading are an extra to this proposal.
- Disposal of waste oil shall be handled by Trane in accordance with EPA regulation and Trane oil disposal policy.
- Existing insulation will be reused provided it meets standards. If additional insulation or reinsulating is necessary, this will be quoted in addition to this proposal.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.

We are committed to providing you with solutions that make your buildings work better. When you work with Trane you get the full benefit of our global service experience coupled with the distinct technical expertise of a leading HVAC equipment manufacturer.

We thank you for giving us an opportunity to quote on this service and hope we have a chance to work with you and your staff in the future.

Sincerely,

Charles Passarelli  
Account Manager  
Phone: (630) 418-8128  
Email: [charles.passarelli@trane.com](mailto:charles.passarelli@trane.com)  
Fax: (608) 838-6015