



# Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 06/16/2026

Item Title: BECHS Emergency Chiller Replacement  
\_\_\_\_\_  
\_\_\_\_\_

X Action  
\_\_\_\_\_  
Information  
\_\_\_\_\_  
Discussion

## BACKGROUND:

On May 1st 2026, the existing chiller system at Brownsville Early College High School (BECHS) experienced a major failure, resulting in an emergency situation affecting campus HVAC operations. Due to the condition of the current equipment and the immediate need to maintain operational and safe indoor conditions for students and staff, the district issued a Disaster Delegation following CH (Local) and CH (Legal). The emergency work included the purchase and installation of a replacement chiller, engineering services for system evaluation and design, and contractor services for labor, materials, and associated HVAC repairs. These actions were necessary to restore cooling operations and prevent further disruption to campus activities. The Board of Trustees approved on April 7<sup>th</sup> 2026 the use of a competitive Sealed Proposal as the method of procurement through a Delegation of Authority. However due to the emergency, the district used an approved cooperatives and district bids for the purchase of the equipment. Administration respectfully requests approval from the Board of Trustees for the emergency expenditures associated with the replacement of the chiller and related professional and construction services for BECHS.


## FISCAL IMPLICATIONS:

197 Local Funds: \$238,810.00

## RECOMMENDATION:


Recommend approval for the ratification of the purchase of the emergency HVAC chiller replacement and associated engineering, labor, and material services for Brownsville Early College High School (BECHS). Equipment was purchased from Perry Mechanical, Edinburg, Tx, (bid 25-085) in the amount of \$146,945.00. Installation services from Fox Mechanical, Brownsville, Tx, (bid 26-0860) in the amount of \$46,865.00, and engineering services from Half Associates, Brownsville, Tx, (bid 25-119) in the amount of \$45,000.00. The total cost associated with the Emergency Chiller Replacement at Brownsville Early College High School is \$238,810.00 utilizing Local Funds 197.

Ramiro Pena/   
Submitted by: Project/Facilities Manager

Ramiro Pena/   
Recommended by: Project/Facilities Manager

Rosario Pena/   
Approved by: Chief Financial Officer

Approved for Submission to Board of Education:

  
Dr. Alda T. Benavides  
Interim Superintendent

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Purchasing  
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except for:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law;
2. A purchase made through a cooperative purchasing program or state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL)];
3. A continuing or periodic purchase under a Board-approved bid or contract; or
4. A purchase of produce or fuel.

Any single budgeted purchase of goods or services that costs \$50,000 or more and is acquired through a Board-approved interlocal agreement or cooperative purchasing program shall have three written quotes.

[See BDD(LEGAL) and (LOCAL) for procurement of legal services, including outside counsel, and CH(LEGAL) for contingent fee contracts for legal services.]

**Exception for  
Emergency  
Contracts**

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

**Purchasing  
Procedures**

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

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**Note:** For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

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**Board Authority**

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of  
Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

*Disaster  
Delegation*

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

*Education Code 44.0312*

**Purchases Valued at  
or Above \$50,000**

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:



AN EARLY COLLEGE DISTRICT

# BROWNSVILLE

INDEPENDENT SCHOOL DISTRICT

## MEMORANDUM

To: Board of Trustees  
From: Roberto Baez, Director of Maintenance  
Thru: Dr. Alda T. Benavides, Interim Superintendent of Schools  
Date: May 27, 2026  
RE: Emergency Purchase Justification – Chiller Replacement BECHS

This is to inform the Board of Trustees that, pursuant to Texas Education Code Chapter 44, Subchapter B, and District purchasing policies, Administration authorized an emergency purchase consisting of one (1) HVAC chiller, associated engineering services necessary to ensure proper installation and system integration, and the required installation labor and materials due to an unforeseen condition requiring immediate action to protect District operations, property, health, and safety.

The emergency arose as a result of a complete equipment failure of the existing chiller system. This condition created an immediate operational concern that significantly impacted the district's ability to maintain facility operations, preserve a safe and functional environment for students and staff, and protect District property and infrastructure. Delaying the purchase until the next regular Board meeting and/or completion of standard procurement procedures would likely have resulted in extended service interruptions, additional financial loss, potential health and safety concerns, and further operational disruptions.

Administration determined that immediate procurement was necessary to:

- Maintain continuity of District operations;
- Protect public resources and District property;
- Avoid disruption to student services; and
- Ensure compliance with operational and safety requirements.

Accordingly, the equipment purchase was made from Perry Mechanical in the amount of \$146,945. Installation services, including labor and materials, were procured from Fox Mechanical in the amount of \$46,865, and engineering services were procured from Half Associates in the amount of \$45,000. Administration determined that these vendors were capable of providing the required equipment and services within the necessary timeframe and at costs deemed reasonable under the emergency circumstances. Purchase Orders were received today and we are in the works to schedule this work as soon as possible and after our engineer provide the final specs and drawings.

This project had previously been presented to the Board, along with a delegation of authority to utilize the Competitive Sealed Proposal (CSP) method of procurement for the overall project scope. However, due to the emergency circumstances associated with the chiller failure, the replacement chiller needed to be purchased immediately in order to prevent further operational disruptions and address urgent facility needs.

The remaining components of the project will continue to be procured and completed using the approved CSP method of procurement, in accordance with the original Board authorization.

Administration is presenting this item to the Board of Trustees for acknowledgement and ratification of the emergency purchase.





## Meeting Minutes

**To:** Alonso Guerrero  
**From:** LeRoy Martinez  
**Subject:** BISD Early College HVAC Reno  
**Meeting Date:** 2/11/2026  
**AVO:** 64178.001

**Attendees:**  
Refer to attached sheet

<b>ITEM</b>	<b>DESCRIPTION</b>
1	Scope includes 1-100ton air cooled chiller and associated pumps, and 5 chilled water air handlers.
2	Existing air handling units with three-way valve. New design to be two-way valves.
3	BISD Wants prefers Daikin or Trane Chillers. No York or Carrier
4	Building was built in 2012. HVAC equipment is original equipment. (14 years old)
5	Existing chillers supports are completely corroded. Halff to specify a coating system for chiller and 316 stainless steel supports.
6	As per BISD, it takes 45 days for bidding. Students return to school on August 10 <sup>th</sup> , 2026. Staff return 2 weeks prior (July 27 <sup>th</sup> , 2026). Halff will consider this for scheduling the project.
7	Include in specification a 5 year bumper to bumper warranty for chiller, pumps, and AHUs
8	BISD requested two alternates <ol style="list-style-type: none"><li>1. Replace existing Siemens controls to ALC controls. ALC controls is the district standard.</li><li>2. Replace existing Nema3R disconnect enclosure</li><li>3.</li></ol>
9	Halff associate will provide a OneDrive link for file use. Ramiro Pena from BISD will provide existing documents and shopdrawings pertaining



This concludes the meeting minutes. Our goal is to provide a complete and accurate summary of the proceedings of the subject meeting in these minutes. If you feel that any of the items listed above are not correct, or that any information is missing or incomplete, please contact Halff so that the matter can be resolved and a correction issued, if necessary. These minutes will be assumed to be correct and accepted if we do not hear from you within ten (10) calendar days from your receipt.

BISD EARLY COLLEGE / HVAC IMPROVEMENTS			
NAME	COMP	TEL	EMAIL
Gabriel Benavides	Halff	956-445-5211	<a href="mailto:gbenavides@halff.com">gbenavides@halff.com</a>
Rene Castillo	BISD	956-543-8201	<a href="mailto:rcastillo@bisd.us">rcastillo@bisd.us</a>
Conrad Ingle	BISD	956-543-8258	<a href="mailto:cingle@bisd.us">cingle@bisd.us</a>
LeRoy Martinez	Halff	956-373-3954	<a href="mailto:lmartinez@halff.com">lmartinez@halff.com</a>
Ramiro Pena	BISD	956-455-8007	<a href="mailto:rpena2@bisd.us">rpena2@bisd.us</a>
Cesar Garza	BISD	956-548-8081	<a href="mailto:cesgarza@bisd.us">cesgarza@bisd.us</a>
Alonso Guerrero	BISD	956-243-0664	<a href="mailto:aguerrero@bisd.us">aguerrero@bisd.us</a>
Joe Hernandez	BISD	956-465-7501	<a href="mailto:Jhernandez7@bisd.us">Jhernandez7@bisd.us</a>



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**Chiller-BECHS**

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**From** Rosario Pena <rpena@bisd.us>

**Date** Fri 5/1/2026 5:31 PM

**To** Ramiro Pena <rpena2@bisd.us>; Roberto Baez <rbaez@bisd.us>

**Cc** Dr. Alda T. Benavides <atbenavides@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>; Lyzeth F. Alaffa <lfalaffa@bisd.us>; Patricia Perez <pperez@bisd.us>; Minerva Almanza <malmanza1@bisd.us>; Delia N. Rodriguez <dnrodriguez@bisd.us>; Maria C. Alvear <mcalvear@bisd.us>; Alondra Soto <asoto@bisd.us>; Norma J. Garcia <njgarcia@bisd.us>

Good afternoon Team

I have spoken to Dr. Benavides, and after consultation with Mr. Salinas and due to nature and urgency of the Chiller situation at BECHS, she has determined to issue an "emergency" declaration that will allow for the purchase of the needed equipment, forgoing the approved Delegation of Authority for the HVAC Replacement project at BECHS. This approval is only for the chiller equipment and installation purchase. All other items presented to Board in the Delegation of Authority will remain and need to follow the approved CSP process. We will need to present an agenda item to Board for approval of this emergency process at the next Board meeting. Please ensure that the purchase is made using approved vendors awarded either through a district bid or an approved cooperative.

Thank you for your continued support.

Sent from my iPhone

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BISD does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, género, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

**PURCHASE ORDER**



**BROWNSVILLE ISD**  
 1900 E. PRICE RD.  
 BROWNSVILLE, TX 78521  
 PHONE: (956) 548-8361  
 FAX: (956) 548-8367

**PURCHASE ORDER NO.**  
**P469450**

**REQUISITION NO.**  
 PR557228

<b>DATE</b> 05/26/26	<b>DEPARTMENT</b> Facilities	<b>PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPED BOXES, PACKING LISTS, INVOICES, AND CORRESPONDENCE</b>
<b>VENDOR #</b> V020533	<b>VENDOR PHONE #</b> (361) 854-7768	

<b>VENDOR</b> PERRY MECHANICAL SERVICE LLC. P.O. BOX 18757 CORPUS CHRISTI, TX 78480	<b>CONDITIONS: READ CAREFULLY</b> 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delay in shipment is reserved. 3. If the quantity shipped is short of the purchase order quantity, the remaining order needs to be cancelled. <u>No back orders will be accepted.</u> 4. No C.O.D.'s will be accepted. 5. Shipping charges will need to be added to final invoice. 6. Purchase Order number must appear clearly on all packages. Failure to note purchase order number will cause return of packages to vendor.
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<b>SHIP TO:</b> PALO ALTO SERVICE CENTER 3760 ROBINDALE RD. ***DELIVERY HRS: 7:30am to 3:30pm * BROWNSVILLE, TX 78526	<b>BILL TO:</b> BISD ACCOUNTS PAYABLE 1900 E. PRICE RD, RM. 303 BROWNSVILLE, TX 78521 OR e-mail invoice to: finance726@bisd.us
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ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	146,94	EA	197 ,25-085 ,N/A HVAC Chiller Replacement Project for BECHS #008  BECHS (#008) Air-cooled Scroll Compressor Chiller  Dollar to Dollar	1.00	146,945.00

Please Email P.O # to :  
Alondra Soto - asoto@bisd.us

Certification: The Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For the purposes of the Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

**NET TOTAL.....** 146,945.00

APPROVED FOR ISSUE

*Delia Rodriguez*  
 PURCHASING ADMINISTRATOR

**BISD Accounts Payable Department**      **Palo Alto Service Center**  
 1900 E. Price Rd, RM 303                      4330 Morrison Road  
 Brownsville, TX 78521                        Brownsville TX, 78521  
 Phone: (956) 548-8311                         Phone (956) 548-8375  
 Fax: (956) 547-4055                            Fax: (956) 548-8680

## Brownsville ISD Bid#25-085 – ITEM 8

Date: 5/18/26

Re: BISD Early College High School

From: Jason King (956) 227-0799

We are pleased to quote the following:

**Item A: Air-Cooled Scroll Chiller, Tag: CH-1**

(1) Daikin Air-Cooled Scroll Compressor Chiller, complete with the following:

- Dual circuits with multiple compressor
- R-32 refrigerant, factory charged
- 460/3 Voltage, 321 MCA / 350 MOCP
- All aluminum microchannel coil with 9153 Alloy
- Unit mounted MicroTech controller

**OPTIONS INCLUDED IN BASE PRICE**

- Painted base
- 0.75" Insulation on Evaporator
- Single Point Power Connection
- Non-fused disconnect and 65 kAIC HSSC rating
- Electrofin Coil Coating
- Low ambient to 22°F
- High ambient to 125°F
- Condenser coil louvers, base frame louvers (field installed)
- Phase and under/over voltage protection
- Factory Authorized Startup
- Factory installed thermal dispersion type flow switch
- Bagged for shipment
- BACnet card (field installed)
- Hot gas bypass (field installed)
- Rubber isolation pad (field installed)
- 5 year parts, labor, and refrigerant warranty
- Exterior cabinet coating for chiller

**CLARIFICATIONS/EXCLUSIONS**

- Strainer is not included but is required for proper operation and warranty
- Warranty begins at startup or six months from shipment, whichever occurs first

QTY	DESCRIPTION	LIST \$	DISCOUNT	UNIT \$
1	Daikin AGZ010F STOCK	\$465,178	68.4%	\$146,945

-This quotation is subject to change without notice and void after 15 days.  
 -All prices, rates, and fees quoted do not include any tariffs, surcharges, duties, or additional government-imposed fees unless explicitly stated. Any such charges, if applicable, shall be the sole responsibility of the customer.  
 -Liquidated damages are not accepted. If the project requires it, please let us know, and we will review with legal.  
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
 -F.O.B. Factory, Per Mutually Agreed Schedule. No material is to be returned without written authorization.  
 -PAYMENT TERMS: Net 30 Days, Upon Receipt of Satisfactory Credit Information. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by the Company, including but not limited to collection agency fees, attorney fees, and court costs. Late payments will be subject to maximum interest rates allowable by law.  
 -Subject to Manufacturers Terms and Conditions Only  
 -PMS equipment will be supplied based upon approved submittal data  
 -Retainage is not allowed. PMS is a material supplier and will be supplying the entire purchase order value upon delivery of equipment

# QUOTATION



Date: 5/4/2026  
Project: Brownsville ISD Early College High School  
Buy Board Contract Number: 720-23  
Prepared for Rene Castillo

## PRICING SUMMARY

DESCRIPTION	QTY	PACKING	TOTAL NET PRICE
160 Nominal Ton AC Scroll Chiller	1	SEE BELOW	\$155,947
140 Nominal Ton AC Scroll Chiller	1	SEE BELOW	\$143,100

\*FOB Factory, Full Freight Allowed, Tax Not Included

\***Tariff Adjustments:** If any new tariffs, duties, or similar government-imposed charges or increases to existing ones affect the products or services outlined in this proposal, those costs will be added as a surcharge.

\*Upon initial release of equipment we require 10% payment within 30 days for engineering services and submittals. Remainder of project will be per our standard terms and conditions.

## QUANTECH AIR COOLED SCROLL CHILLER -

- R-134A
- 460-volt, 3 phase, 60 Hz application
- 3/4" Insulation of evaporator
- TEAO fan motors with VFDs
- Microchannel (Post-coated, Epoxy pre-coated fins) condenser coil.
- Single point power connection.
- Factory mounted 115V control transformer.
- Factory mounted Non-fused Disconnect with Individual System Circuit Breakers
- Service isolation valves
- High and Low Ambient Kit for operation 0- 125°F
- Full Louvered (Condenser only) enclosure panels.
- Low sound/noise fans
- BAS interface card, BacNet
- 1 Year parts and labor warranty (from date of startup) / 5 year compressor parts only warranty
- Chiller start-up by TAS technician.
- ADD \$7,950 to the above pricing for 1 year of manufacture recommended maintenance
- Note: Chiller is currently in stock; quote is subject to stock chiller being available at time of order

### Items Included by TAS to be INSTALLED BY OTHERS:

- 1" Thick neoprene pad vibration isolators / Flow Switch

## GENERAL QUOTATION NOTES:

1. All warranties are Parts Only and do not include labor unless specifically stated above.
2. Unloading, rigging, installation, wiring & piping are not included and should be by others.
3. Controllers, Thermostats, Timers, Sensors & Hose Kits are installed by others
4. Price includes standard ground freight shipment
5. **Commissioning Time is Not Included** in this quote. Demonstration of equipment performance unless specifically stated above is not included and will be an additional cost.

-This quotation is subject to change without notice and void after 15 days.  
-Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
-F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.  
-Texas AirSystems equipment will be supplied based upon approved submittal data.  
-Payment terms:  
-Receipt of Satisfactory Credit Information is required.  
-Upon initial release of equipment, we require 10% payment within 30 days for engineering services and submittals.  
-Remainder of equipment: Net 30 Days upon shipment.  
-Retention is not allowed. Texas AirSystems is a material supplier and will be supplying the entire purchase order value upon delivery of equipment.  
-Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.  
-Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.  
-Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.  
-Insurance certificates and bonds can/will be provided upon request.

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

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

1. **Acceptance.** 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. **Connected Services and Company Provided Telematics Connectivity.** 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. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

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

4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating, or packing are the responsibility of Customer.

5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

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

8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism, neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. 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. 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.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both

at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. 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, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (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 Equipment furnished and all damages sustained by Company (including lost profit and overhead).

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

**13. 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 CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets, and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. 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 and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery, or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point, and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

**20. 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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all

previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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

**22. U.S. Government Work.**

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

**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 sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. 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.

1-26.130-4 (0326)  
Supersedes 1-26.130-4(0225)

**SECURITY ADDENDUM**

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

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
  - "**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
  - "**Equipment**" shall have the meaning set forth in the Agreement.
  - "**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
  - "**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
  - "**Services**" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data: Access to Customer Extranet and Third-Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third-Party Systems.** Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026  
Supersedes November 2023v2



# Proposal



Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

**Prepared For:** Brownsville ISD  
**Job Name:** Brownsville ECHS 160 Ton Chiller BuyBoard#720-23  
**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Factory

**Date:** May 19, 2026  
**Proposal Number:** A0-199413-26111-1  
**Opportunity ID:** 8715790  
**Payment Terms:** Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Tag Data – ACSA Air-Cooled Scroll (Qty: 1)**

ACSA Air-Cooled Scroll Chiller

160 Nominal Tons

Scroll With Variable Volume Ratio

460V/60Hz/3Phase

Refrigerant Charge R-454B

UL Listed to U.S. and Canadian safety std via ETL - 2019

AHRI Certified

ASHRAE 90.1/CSA 2022 Compliant

Standard Cooling (Above 40 Deg F)

Brazed Plate Heat Exchanger

Grooved Pipe Connection

Flow Switch Set Point 60

Factory Insulation 0.75 Inch

High Ambient (32°F to 125°F)

Coated Long Life Alloy Aluminum Coil

EC Condenser Fan Motors

Across-The-Line-Starter

Single Point Unit Power Connection

Terminal Block

Default Short Circuit Rating

BACnet MS/TP Interface

Architectural Louvered Panels

Elastomeric Isolators

Unit Startup By Trane

Year 2-5 parts warranty whole unit

1st year labor warranty whole unit - 12 months from startup or 18 months from shipment, whichever comes first

**Not included:**

- Rigging, installation, wiring
- Controls, controls integration, controls wiring
- Pumps, pumping package, piping specialties
- Extra warranties, maintenance agreements
- Test and balance

**Total Net Price (excluding sales tax) ..... \$143,238.00**

*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.*

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportals.aspx">https://trane.certifytax.com/custportals.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
---	---

Sincerely,

**Jose M Rivera Valencia, Account Manager**

**Trane U.S. Inc.**

1240 North Vo Tech Drive, Ste F-G

Progreso Lakes, TX 78596

E-mail: [Mizael.RiveraValencia@Trane.com](mailto:Mizael.RiveraValencia@Trane.com)

Office Phone: (210) 792-1172

Cell: (210) 792-1172

Fax: (956) 969-0769

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**

**PURCHASE ORDER**



**BROWNSVILLE ISD**  
 1900 E. PRICE RD.  
 BROWNSVILLE, TX 78521  
 PHONE: (956) 548-8361  
 FAX: (956) 548-8367

**PURCHASE ORDER NO.**  
**P469486**

<b>DATE</b> 05/27/26	<b>DEPARTMENT</b> Facilities	<b>REQUISITION NO.</b> PR557352
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<b>VENDOR #</b> V004199	<b>VENDOR PHONE #</b> (956) 455-8980	<b>PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPED BOXES, PACKING LISTS, INVOICES, AND CORRESPONDENCE</b>
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<b>VENDOR</b> FOX MECHANICAL 4202 FM 802, SUITE D BROWNSVILLE, TX 78526	<b>CONDITIONS: READ CAREFULLY</b> 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delay in shipment is reserved. 3. If the quantity shipped is short of the purchase order quantity, the remaining order needs to be cancelled. <u>No back orders will be accepted.</u> 4. No C.O.D.'s will be accepted. 5. Shipping charges will need to be added to final invoice. 6. Purchase Order number must appear clearly on all packages. Failure to note purchase order number will cause return of packages to vendor.
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<b>SHIP TO:</b> PALO ALTO SERVICE CENTER 3760 ROBINDALE RD. ***DELIVERY HRS: 7:30am to 3:30pm * BROWNSVILLE, TX 78526	<b>BILL TO:</b> BISD ACCOUNTS PAYABLE 1900 E. PRICE RD, RM. 303 BROWNSVILLE, TX 78521 OR e-mail invoice to: finance726@bisd.us
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ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	46,865	EA	197 ,26-086 ,N/A HVAC Chiller Replacement Project for BECHS #008 Fox Mechanical to provide parts and labor Materials - Discount 15% - \$29,105.00 Tech labor 296hours X\$60.00- \$17,760.00 TOTAL - \$46,865.00  Dollar to Dollar	197 1.00	46,865.00
Please Email P.O # to : Alondra Soto - asoto@bisd.us					

Certifications - The Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For the purposes of the Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

<b>NET TOTAL.....</b>	<b>46,865.00</b>
<b>APPROVED FOR ISSUE</b>	<i>Delia Rodriguez</i> PURCHASING ADMINISTRATOR

**BISD Accounts Payable Department**  
 1900 E. Price Rd, RM 303  
 Brownsville, TX 78521  
 Phone: (956) 548-8311  
 Fax: (956) 547-4055

**Palo Alto Service Center**  
 4330 Morrison Road  
 Brownsville TX, 78521  
 Phone (956) 548-8375  
 Fax: (956) 548-8680



4202 FM 802, Suite D · Brownsville, TX 78526  
Phone (956) 831-6553 · Fax (956) 831-6554  
TACLA28955E  
[www.foxmec.com](http://www.foxmec.com)

# Replacement Proposal

Proposal# BQ2512  
Date: 05/19/2026

Conrad Ingle  
Maintenance Supervisor  
Brownsville Independent School District  
3750 Robindale Road  
Brownsville, TX 78521  
Re: **Brownsville Early College High School, replace McQuay chiller**

P: (956) 548-8081

Fox Mechanical is pleased to provide this proposal for parts and labor:

**At the Brownsville Early College High School, replace the existing McQuay air cooled chiller, M# AGZ160DHSNN-ER10, with a new Daikin model # AGZ010F, rated at 1428.2 at ARI conditions, including relocating the electrical lines, control lines, and both chilled water lines.**

**Start up chiller, and send start-up report to Perry Mechanical for warranty registration.**

**Estimated project duration is eight regular working days starting Monday June 15th and ending on June 24th.**

**Chiller to be supplied by Brownsville ISD. Crane services are included in item #17 to handle the equipment replacement.**

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by EPA certified technicians and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Total investment for this service as per Bid #26-086 is:

Item #17 - Materials (Minus 15% Discount From Shelf):

Crane, welder, electrical, controls, steel piping, fittings, insulation, aluminum jacketing; List Price \$34,343.90  
**(\$29,105.00) Twenty Nine Thousand One Hundred and Five Dollars and No Cents**

Item #7 - Tech Labor (296 Hours at \$60/hr):

**(\$17,760.00) Seventeen Thousand Seven Hundred and Sixty Dollars and No Cents**

**TOTAL**

**(\$46,865.00) Forty Six Thousand Eight Hundred and Sixty Five Dollars and No Cents**

SUBMITTED BY: Pablo Figueroa/Sales

DATE 05/19/2026

05/19/2026

Customer Acceptance (signature)	Date	Fox Mechanical LLC (signature)	Date
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Acceptance of Proposal - The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Fox Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

## FOX MECHANICAL LLC TERMS AND CONDITIONS OF SALE

**1. PAYMENT AND TAXES** - Payment shall be made 1.25% 10/net 30 days from date of invoice. Fox Mechanical, LLC reserves the right to require cash payment or other alternative method of payment prior to completion of work if Fox Mechanical, LLC determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Fox Mechanical, LLC any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

**2. WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Fox Mechanical, LLC's normal working hours unless otherwise agreed.

**3. ADDITIONAL SERVICE** - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Fox Mechanical, LLC's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

**4. EXCLUSIONS** - Fox Mechanical, LLC is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Fox Mechanical, LLC is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Fox Mechanical, LLC's control.

Fox Mechanical, LLC is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Fox Mechanical, LLC encounters any asbestos product or any hazardous material in the course of performing its work, Fox Mechanical, LLC may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Fox Mechanical, LLC shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

Fox Mechanical, LLC shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Fox Mechanical, LLC, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Fox Mechanical, LLC shall not be required to repair or replace equipment that has not been properly maintained.

**5. WARRANTY** - Fox Mechanical, LLC warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Fox Mechanical, LLC also warrants all Fox Mechanical, LLC parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Fox Mechanical, LLC shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Fox Mechanical, LLC in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Fox Mechanical, LLC's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.

**DELAYS** - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

**6. CUSTOMER RESPONSIBILITIES** - Customer shall:

- Provide a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Fox Mechanical, LLC of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Fox Mechanical, LLC to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Fox Mechanical, LLC's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

**7. EQUIPMENT CONDITION & RECOMMENDED SERVICE** - In the event Fox Mechanical, LLC recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Fox Mechanical, LLC shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.

**8. CUSTOMER TERMINATION** - Customer shall have the right to terminate this Agreement for Fox Mechanical, LLC's non-performance provided Fox Mechanical, LLC fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Fox Mechanical, LLC shall have free access to enter Customer locations to disconnect and remove any Fox Mechanical, LLC personal proprietary property or devices as well as remove any and all Fox Mechanical, LLC-owned parts, tools and personal property. Additionally, Customer agrees to pay Fox Mechanical, LLC for all incurred but unamortized service costs performed by Fox Mechanical, LLC including overheads and a reasonable profit.

**9. Fox Mechanical, LLC TERMINATION** - Fox Mechanical, LLC reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Fox Mechanical, LLC.

**10. LIMITATION OF LIABILITY** - Under no circumstances shall Fox Mechanical, LLC be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Fox Mechanical, LLC shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Fox Mechanical, LLC's negligent acts or omissions directly contributed to such injury or property damage. Fox Mechanical, LLC's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Fox Mechanical, LLC under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Fox Mechanical, LLC.

**11. CLAIMS** - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**12. GOVERNMENT PROCUREMENTS** - Fox Mechanical, LLC offers standard commercial items, which may not comply with Government specifications. Fox Mechanical, LLC does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Fox Mechanical, LLC provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.

**13. SUPERSEDE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Fox Mechanical, LLC's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**PURCHASE ORDER**



**BROWNSVILLE ISD**  
 1900 E. PRICE RD.  
 BROWNSVILLE, TX 78521  
 PHONE: (956) 548-8361  
 FAX: (956) 548-8367

**PURCHASE ORDER NO.**  
**P469575**

**REQUISITION NO.**  
 PR557302

<b>DATE</b> 06/01/26	<b>DEPARTMENT</b> Facilities	<b>PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL SHIPPED BOXES, PACKING LISTS, INVOICES, AND CORRESPONDENCE</b>	
<b>VENDOR #</b> V019459	<b>VENDOR PHONE #</b> (214) 346-6346		

<b>VENDOR</b> HALFF ASSOCIATES INC. 5000 WEST MILITARY, SUITE 100 MCALLEN, TX 78503-7446	<b>CONDITIONS: READ CAREFULLY</b> 1. Goods other than those specified on this order must not be substituted or prices changed without authorization. 2. The right of cancellation in case of long delay in shipment is reserved. 3. If the quantity shipped is short of the purchase order quantity, the remaining order needs to be cancelled. <u>No back orders will be accepted.</u> 4. No C.O.D.'s will be accepted. 5. Shipping charges will need to be added to final invoice. 6. Purchase Order number must appear clearly on all packages. Failure to note purchase order number will cause return of packages to vendor.
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<b>SHIP TO:</b> PALO ALTO SERVICE CENTER 3760 ROBINDALE RD. ***DELIVERY HRS: 7:30am to 3:30pm * BROWNSVILLE, TX 78526	<b>BILL TO:</b> BISD ACCOUNTS PAYABLE 1900 E. PRICE RD, RM. 303 BROWNSVILLE, TX 78521 OR e-mail invoice to: finance726@bisd.us
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ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
0001	45,000	EA	197 ,25-119 ,N/A HVAC Chiller Replacement Project for BECHS #008  Proposal for Mechanical and Electrical Engineering Services for HVAC Renovation  Dollar to Dollar	1.00	45,000.00

Please Email P.O # to :  
Alondra Soto - asoto@bisd.us

Certifications - The Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the US Secretary of State. Vendor further certifies and verifies that neither Vendor, nor affiliates, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For the purposes of the Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

<b>NET TOTAL.....</b>	45,000.00
<b>APPROVED FOR ISSUE</b>	<i>Delia Rodriguez</i> PURCHASING ADMINISTRATOR

**BISD Accounts Payable Department**  
 1900 E. Price Rd, RM 303  
 Brownsville, TX 78521  
 Phone: (956) 548-8311  
 Fax: (956) 547-4055

**Palo Alto Service Center**  
 4330 Morrison Road  
 Brownsville TX, 78521  
 Phone (956) 548-8375  
 Fax: (956) 548-8680



May 14, 2026, 2026

065067.001

BISD  
Ramiro Pena  
Office (956)548-8191

**Re: Proposal for Mechanical and Electrical Engineering Services for Brownsville ISD HVAC Renovation Early College High School (RFQ # 25-119)**

Dear Mr. Guerrero,

We are pleased to submit this proposal to provide professional mechanical and electrical engineering services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise.

Attachment "A" (3 pages) provides our proposed scope of services and fees. Attachment "B" (1 page) provides the location scope of work will take place.

The proposed fees established are based on information provided by the Owner and shall be considered lump sum for the project. Our services will be invoiced monthly based on a percent of completion. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal.

We believe this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. If this proposal meets your approval, please authorize Halff to execute the work in accordance with RFQ #25-119 On-call Engineering Services. We will commence services upon receipt of a fully executed agreement. Please feel free to contact us if you have any questions concerning this proposal. Please refer to Exhibit A for a detailed scope of work and itemized list of basic services included.

Respectfully,

A handwritten signature in blue ink, appearing to read "Gabriel Benavides".

Gabriel Benavides  
VP/Director of MEP

A handwritten signature in blue ink, appearing to read "LeRoy Martinez".

LeRoy Martinez, P.E.  
MEP Team Leader

## **Attachment A**

The following scope of services applies to BISD Early College High School. Project overview includes the Mechanical, and Electrical engineering design for the replacement of the existing air-cooled chiller currently supplying the BISD Early College High School Building.

Air distribution improvements associated with indoor air handling units are specifically excluded from this scope of work and will be provided in a separate scope of services.

### **BASIC SCOPE OF SERVICES**

#### **Task I – MEP Design Engineering Services**

##### **A. Mechanical:**

- Development of mechanical demolition sheet. Mechanical demolition sheet will incorporate general demolition notes for generic contractor requirements. Existing condition documents will incorporate measurements of the existing chiller concrete pad and water piping requirements.
- Selection of replacement air-cooled chiller with capacity equal to the existing chiller. The selection of the new air-cooled chiller will be completed with the understanding that the electrical requirements are to be equal or less than the existing one.
- Development of mechanical schedules and details pertaining to the scope of work.
- Development of mechanical specifications.

##### **B. Electrical:**

- Perform site visit to field verify existing conditions of electrical equipment directly serving the existing chiller.
- Review existing electrical record drawings, site visit information and electrical load information for replacement chiller equipment.
- Develop electrical power plan with electrical circuitry modifications needed for the replacement of the existing chiller with a new one.
- Development of electrical details pertaining to the scope of work.
- Development of electrical specifications.

**Task I Fee:           \$36,000**

#### **Task II – Construction Administration and Oversight Support**

- Attend pre-construction meeting.
- Engineer will review MEP submittals and shop drawings for general conformance with the construction documents.
- Review construction change orders and requests for information and provide recommendations.
- Review monthly pay applications and provide comments as needed.
- Conduct 2 punch list walkthrough with Owner and General Contractor:
  1. Substantial completion
  2. Back-punch walkthrough

**Attachment A**

**Task II Fee: \$8,000**

**Task III – Reimbursable Expenses**

Reimbursable expenses: Direct costs including printing and reproduction, postage, messenger service, mileage and expenses will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated fee for reimbursable expenses will not be exceeded without prior approval from the County.

**Task III Fee: \$1000 (T/M)**

**ADDITIONAL SERVICES (as Needed)**

**Additional Services** – Scope of Services may include the following tasks as additional services, as needed and if approved by BISD. Fees for Additional Services cannot be determined with information available at the current time. Fees will be negotiated and authorized by BISD prior to performance.

- A. **Construction Management Added Services:** Should construction period be extended due to unforeseen circumstances, Halff can provide added scope for construction management support for the duration of construction.

Estimate of Service: To be determined if required.

- B. **Design Changes:** Design changes after 90% owner review documents have been approved will be considered a design change. Depending on the severity of the design change effort, Halff can provide added scope to the project to provide design changes.

Estimate of Service: To be determined if required.

- C. **Commission Services:** Halff can provide commissioning services as an additional service.

Estimate of Service: To be determined if required.

**Project Scope Clarifications and Exclusions**

**Assumptions Made:**

- Extent of scope is limited to the necessary modifications to accommodate the replacement chiller.
- The above scope and fee does not include any modifications to existing chilled water piping distribution system.
- Existing record drawings will be provided by Owner.
- The project will be designed according to the current codes and ordinances adopted by the authority having jurisdiction (AHJ).
- Services associated with asbestos, and mold abatements are specifically excluded.

## Attachment A

- All Drawings, Documents, and Specifications produced in any form, including Magnetic Media, provided by the Engineer under the terms of this agreement are the property of Halff Associates Inc, and are not to be used for any reason or purpose other than to construct the above-mentioned project without the written consent of the Engineer.
- The attached Terms and Conditions of Professional Services will be applicable under this proposal unless modified and agreed upon by the Engineer.
- Engineering fees included in this proposal only apply to items specifically listed in this proposal.
- Engineering fees for additional work are not included in this proposal.
- Should the selection of the new chiller require to upgrade the existing electrical distribution system, Halff can provide optional service to provide professional service to develop plans and specs to upgrade electrical systems.
- BISD is to provide front end procurement specifications.

### **Project Design Deliverables:**

- 90% Owner review progress set: Owner review set with finalized mechanical and electrical equipment schedules.
- 100% signed and sealed construction documents and specifications.

### **Project Schedule:**

- 90% Owner review progress set: 2 weeks after notice to proceed has been given.
- 100% Construction Documents: 2 weeks after 90% owner review comments have been received.

### **Exclusions:**

- Design related to upsizing the chiller capacity.
- Design related to upsizing or improving the electrical distribution system and/or service.
- Development of as built drawings.
- Drafting services to convert existing architectural as-built PDFs to CAD files will be handled as additional services.
- Any additional scope of work beyond what is specified above.

**Attachment A**

**Cost Proposal**

**Fee for Services.**

BISD will pay the A/E a fixed fee for providing all services authorized as shown in the Summary of Fees table. The fees will not exceed those identified and will be full and total compensation for all services outlined above and for all expenses incurred in performing these services. For services provided, A/E will submit monthly statements for services rendered. The statement will be based upon A/E's estimate of the proportion of the total services completed at the time of billing. BISD will make prompt monthly payments in response to A/E's monthly statements.

<b>Task</b>	<b>Fee</b>
Task I – Mechanical and Electrical Engineering Design Services	\$36,000 LS
Task II – Construction Administration and Oversight Support	\$8,000 LS
Task III – Reimbursable Expenses	\$1,000 T/M
<b>Base Fee: Tasks I, II, III Services TOTAL</b>	<b>\$45,000</b>

LS = Lump Sum Fee

T/M = Time and Materials Fee

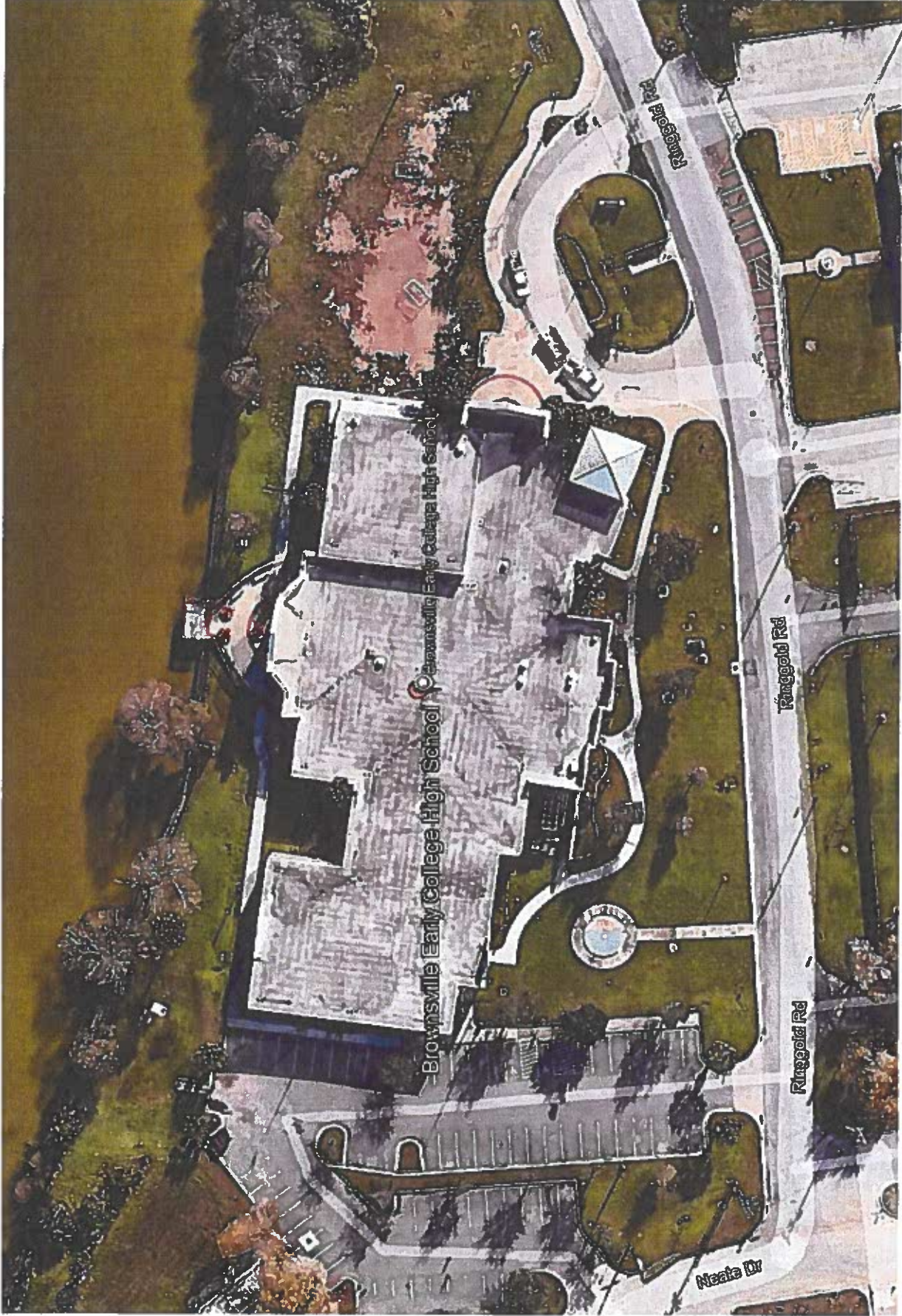
CPM = Cost Plus Max (Not to exceed)

**Schedule Proposal**

Anticipated Start Date (Professional Services): ..... May 2026

100% Sealed Plans delivered and permits initiated: ..... June 2026

**Attachment B**



**Facility**