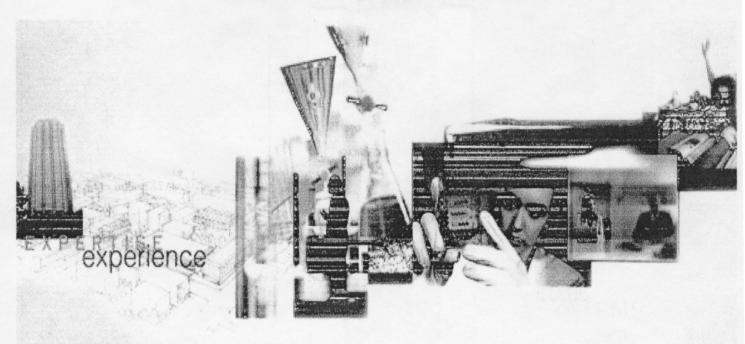
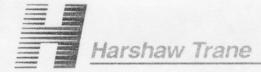
TRANE¹ R'newal™ Service Program

Todd County Middle School



Trane Series RTAA Chillers



Mr. Mike Kenner
Superintendent
Todd County Schools
515 W. Main St.
Elkton, KY 42220

NO: 090211-012 DATE: April 6, 2009

PROJECT: Chiller compressors R'Newal

SUBMITTED BY: Steve Hampton

Account Manager

EQUIPMENT TO BE SERVICED

Equipment Manufacturer and Type: Trane

 Qty:
 1
 Model #:
 RTAA070
 Serial #:
 U97H04410
 Tag:
 #2

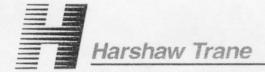
 Qty:
 1
 Model #:
 RTAA125
 Serial #:
 U95E28000
 Tag:
 #3

DESCRIPTION

Due to the age of the chillers, and operating hours, a chiller R'Newal service on the compressors is recommended.

SERVICES TO BE PERFORMED

- Meg the four compressors (2 per chiller), and send results to Trane for R'Newal appraisal.
- Take an oil sample and a refrigerant sample from each circuit on the chillers, and send to Trane lab for analysis.
- Isolate electrical service to the chillers, lock out / tag out.
- · Perform a visual check on chillers.
- · Recover, and weigh refrigerant from chillers.
- · Recover oil from chillers.
- Remove electrical wiring from the four compressors.
- Remove electrical wiring from the high pressure controls.
- Remove the four compressors from the chillers.
- Install four factory provided R'Newal compressors in chillers using new gaskets, and o-rings as needed.
- · Reinstall the electrical wiring to each compressor.
- Remove the high pressure controls from the chillers.
- Supply, and install new high pressure controls.
- Reinstall the electrical wiring to the new high pressure controls.
- · Distill recovered refrigerant.
- · Leak test, evacuate, and recharge chillers using recovered refrigerant.
- · Recharge chillers with new oil.
- · Restore electrical power to the chillers, remove lock out / tag out.
- · Start up chillers, and verify proper operation.
- Disposal of recovered oil is included by Harshaw Trane.
- 2 year parts and labor warranty for the compressors only (see pricing options for additional 3-5 year compressor parts and labor warranty offerings).



NOTES

- This proposal is to perform the R'Newal on all (4) four compressors at one time. Phasing this to do the work one chiller at a time would increase rigging and mobilization needs. If the project is to be phased into two, please advise and Harshaw Trane will revise the estimate.
- Trane requires a passing grade for an oil and refrigerant analysis prior to accepting the compressors for the R'Newal program.
- This proposal is valid for 30 days.
- The R'Newal is contingent upon satisfactory oil analysis results, and meg readings.
- This proposal does not include the addition of any new refrigerant that may be needed in order to bring the chiller up to proper operating charge.
- The returned compressor cores will be inspected for internal damage when received at the factory. If damage, or failure is discovered, then a quote for replacement of the parts will be given to customer. (Example: rotor, stator, housing.) Digital pictures of damage will be presented to customer.
- The compressor contactors will be inspected at the time of R'newal. If contactors need to be replaced, then a proposal will be issued to customer.
- · The condition of the condenser coils will be noted.
- The R'Newal compressors will have a two year parts, and labor warranty.
- This proposal is based on current parts/material standard availability; final scheduling of project will be determined based on parts/material availability at time of order.

PRICING

Fixed Price (includes 2 year parts, and labor warranty on compressors)\$63,375.00	
Optional Add to include 5 year parts, and labor warranty on compressors	
Optional Add to replace the condenser fan motors and fan blades with a 2 year parts and labor warranty of the condenser fan motors, and fan blades	n
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NOTE:	

- NOIE:
- 1. Warranties on compressors and fan motors must be for same term, i.e. 2yr on both or 5 yr on both.
- Trane requires that a service agreement with Harshaw Trane Service be included for the entire warranty period for the 5 year warranty options to be purchased.

This proposal and the terms and conditions on the reverse side	are hereby accepted and Harshaw Trane is authorized to proceed with the work.
Customer	
Ву:	Date:
Title:	PO#:

permissible without prior and written approval of the Operations Manager.

HARSHAW TRANE SERVICE (HTS) TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and condition.

1. SCOPE OF WORK. This proposal is based upon the use of straight time and labor only, unless so indicated. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps flow meters, orifices, etc., if required hereunder to be furnished by HTS shall be distributed and installed by others under HTS supervision but at no additional cost to HTS. Purchaser agrees to provide HTS with required field utilities (electricity, toilets, drinking water, project hoist, elevator service etc.) without charge. HTS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge HTS for cleanup costs without HTS written consent.

2.	INVOICING & PAYMENTS.	Terms are NET TEN (10) DAYS.	Invoicing as follows:	

- 3. MATERIALS. If the material or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of HTS then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, HTS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY. HTS warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by HTS for a period of one (1) year from installation. For equipment installed by HTS if Purchaser provides written notice to HTS of any such defect within thirty (30) days after the appearance or discovery of such defect HTS shall, at is option, repair or replace the defective equipment. For equipment not installed by HTS if Purchaser returns the defective equipment to HTS within (30) days after appearance or discovery of such defect, HTS shall, at its option repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by HTS shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- LIABILITY. HTS shall not be liable for any special, indirect or consequential damages arising in any manner from the work performed pursuant to this agreement.
- 6. TAXES. The price of this proposal does not include duties, sales, use excise, or other similar taxes, unless so indicated. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by HTS, or, alternatively, shall provide HTS with acceptable exemption certificates. HTS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- DELAYS. HTS shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond HTS control, including, but not limited to, acts of God, fire, riots, labor disputes etc.
- COMPLIANCE WITH LAWS. HTS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid by the Purchaser.
- ATTORNEY'S FEES. Purchaser agrees that he will pay and reimburse HTS for any and all reasonable attorneys' fees, which are incurred by HTS in the collection of amounts due and payable hereunder.
- 10. INSURANCE. Insurance coverage in excess of HTS standard limits will be furnished when requested and required at an additional charge. No credit will be given or premium paid by HTS for insurance afforded by others.
- 11. INDEMNITY. The parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or part, by the negligent act or commission of the other Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH. The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the Parties and supersedes any prior representations or understandings.
- CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon HTS unless accepted by HTS in writing.