

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: July 9, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Irene D. Ramirez, P.E., Interim City Engineer (X4428)

DISTRICT(S) AFFECTED: 8

SUBJECT:

Request that the Engineering and Construction Management Department be authorized to issue a purchase order to Trane U.S. Inc. dba Trane a contractor under The Cooperative Purchasing Network (TCPN), Contract #5045, for El Paso Zoo HVAC Upgrades Project for the following: Ticket Booth \$14,454.22, Commissary \$16,999.78, IT Room \$7,234.04, Asian Discovery \$18,960.70, Elephant Barn \$25,564.54, Tapir Complex \$14,542.73, Primate Complex \$14,542.73, and Atrium Transformer Room \$6,117.41. Total estimated expenditures are \$118,416.15.

The City has made the determination that purchasing from the cooperative offers the most cost-effective pricing.

The participation by the City of El Paso in The Cooperative Purchasing Network (TCPN) was approved by City Council on March 27, 2007.

Department:	Zoo Department
Award to:	Trane U.S. Inc. dba Trane El Paso, TX
Total Estimated Award	\$118,416.15
Account No:	190-29020-4800-580270-PCP13ZOOD11
Funding Source:	Quality of Life Bonds
Districts:	8
Reference No:	Contract #5045

This is a Cooperative, unit price contract.

BACKGROUND / DISCUSSION:

The City requested services from Trane Southwest Commercial Systems through the cooperative purchasing network. Trane, working in conjunction with a local contractor, will upgrade the existing HVAC systems for specific exhibits specified by the Zoo Department. The cost for services provided by Trane will be \$118,416.15. The price includes equipment, labor, freight and installation.

PRIOR COUNCIL ACTION:

Participation by the City of El Paso in The Cooperative Purchasing Network (TCPN) was approved by City Council March 27, 2007.

AMOUNT AND SOURCE OF FUNDING:

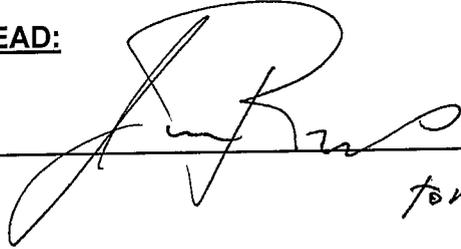
Amount: \$118,416.15. 2012 Quality of Life Bonds

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



for FRENCH FAMILIAR



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Trane U.S. Inc. dba Trane
1405 Vanderbilt Dr.
El Paso, TX 79935
Phone: (915) 593-3484
Fax: (915) 593-3490

June 24, 2013

TCPN Proposal Number: 05-10202-13-005

Rudy Castaneda
City of El Paso
300 N. Campbell
EL PASO, TX 79901 U.S.A.

Site Address:
El Paso Zoo
4001 E. El Paso Dr.
EL PASO, TX 79905
United States

Project Name: EL PASO ZOO HVAC UPGRADES PROJECT.

Dear Mr. Castaneda,

We appreciate this opportunity in partnering with the City of El Paso in providing services for the El Paso Zoo HVAC Upgrades Project.

Trane has assembled a proposal that provides high-efficiency equipment and systems to replace aging, unreliable and inefficient equipment. This proposal addresses the aging and inoperable HVAC equipment at various buildings with-in the Zoo Complex. The work proposed by Trane constitutes a complete working system.

By utilizing Trane to implement this project, the City of El Paso will benefit through the following:

1. Accountability of results
 - a. Trane is an industry leader in project fulfillment
 - b. Projects done on time, on budget AND with excellent customer satisfaction
 - c. History of repeat and satisfied customers
 - d. Single point of contact – before, during and after implementation
2. Consistency of product installation
 - a. Single source project management: labor, equipment, permitting, rebates, etc.
 - b. Ease of operation and simplified maintenance due to consistency throughout building mechanical systems
3. Speed of installation
 - a. Synchronization of efforts through single entity
 - b. Completion of all upgrades according to customer's required timeline

Enclosed is a scope-of-work detailing our proposal. Please review this information carefully and request any further clarifications. Our price is good for 30 days.

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List

Equipment	Qty	Manufacturer	Model Number	Serial Number	Area Served
Rooftop Unit	1	Trane	4YCC3024	N/A	Ticket Booth
Rooftop Unit	1	Trane	YSC036E3	N/A	Commissary
Exhaust Fan	1	Dayton	N/A	N/A	Commissary
Split System	1	Fujitsu	ASU24CL1 / AOU24CL1	N/A	IT Room
Heat Pump	2	Trane	4TWA3060 / GAM2A060	N/A	Asian Discovery
Outdoor Gas Heating Unit	1	Trane	GRAA10PAGF0	N/A	Elephant Barn
Evaporative Cooler	2	Ultracool	AD/AS100	N/A	Elephant Barn
Outdoor Gas Heating Unit	1	Trane	GRAA10PAGF0	N/A	Tapir Complex
Evaporative Cooler	1	Ultracool	AD/AS71	N/A	Tapir Complex
Outdoor Gas Heating Unit	1	Trane	GRAA10PAGF0	N/A	Primate Complex
Split System	1	Fujitsu	ASU24CL1 / AOU24CL1	N/A	Transformer Room

Scope of Service

Ticket Booth:

- Make necessary ductwork modifications and separated Ticket Booth ductwork from existing unit.
- Furnish and install (1) Trane 2-ton Rooftop Unit (to serve ticket booth only).
- Run new supply and return ductwork and connect to existing ductwork serving Ticket Booth.
- Run new electrical and gas lines to new 2-Ton Unit.
- Furnish and install new thermostat.
- Relocate existing thermostat from Ticket Booth to Security Office.
- Perform start-up and operational check of new 2-Ton Rooftop Unit.

Total price for above work:.....\$14,454.22 USD

Commissary:

- Fabricate and install exhaust system behind three reach-in refrigerators.
- Run one additional ductwork run to front area of commissary.
- Make necessary ductwork modifications and separated Dry Food Room ductwork from existing unit.
- Furnish and install (1) Trane 3-ton Rooftop Unit (to serve dry food room only).
- Run new supply and return ductwork and connect to existing ductwork serving Dry Food Room.
- Run new electrical and gas lines to new 3-Ton Unit.
- Furnish and install new thermostat.
- Perform start-up and operational check of new 2-Ton Rooftop Unit.

Total price for above work:.....\$16,999.78 USD

IT Room (behind commissary):

- Furnish and install (1) 2-Ton Cooling Only Mini-Split Condensing Units on stand outside IT Room located behind Commissary.
- Furnish and install (1) 2-Ton Cooling Only Mini-Split Evaporator inside IT Room.
- Furnish and run new refrigerant lines from Condenser to Evaporator (insulate as needed).
- Furnish necessary conduit and wire, run new electrical circuit from breaker panel inside commissary to new Mini-Split Unit.
- Pressurize system, leak check, pull vacuum to recommended microns and add required refrigerant.
- Perform start-up and operational check of (1) new 2-Ton Mini-Split System.

Total price for above work:.....\$7,234.04 USD

Asian Discovery:

- Lock and tag-out (2) existing 5-Ton Heat Pump Units.
- Recover and dispose of refrigerant on (2) 5-Ton Heat Pumps (as per EPA guidelines).
- Disconnect electrical and refrigerant lines on (2) existing 5-Ton Heat Pumps.
- Remove and dispose of (2) 5-Ton Heat Pumps.
- Furnish and install (2) 5-Ton Heat Pump Condensing Units (to be set on existing pads).
- Furnish and install (2) 5-Ton Air Handlers inside Asian Discovery back room (to include necessary ductwork modifications for easy access of units).
- Connect new units to existing refrigerant and electrical lines.
- Pressurize system, leak check, pull vacuum to recommended microns and add required refrigerant.
- Perform start-up and operational check of (2) new 5-Ton Heat Pump Systems.

Total price for above work:.....\$18,960.70 USD

Elephant Barn:

- Lock and tag-out (1) Existing Evaporative Cooler and (1) Outdoor Gas Heater.
- Disconnect ductwork, electrical, water and gas lines.
- Remove and dispose of (1) existing Evaporative Cooler and (1) Outdoor Gas Heater (to include the removal and disposal of associated ductwork).
- Furnish and install (1) new Trane 100,000 BTU Outdoor Gas Heater and (2) AS501 Evaporative Coolers.
- Furnish and install new ductwork on (1) Outdoor Gas Heater and (2) Evaporative Coolers (ductwork to be replaced and insulated only where removed on roof).
- Reconnect new units to existing electrical, water and gas lines.
- Perform start-up and operational check of (2) new AS501 Evaporative Coolers and (1) 100,000 BTU Outdoor Gas Heater.

Total price for above work:.....\$25,564.54 USD

Tapir Complex:

- Lock and tag-out (1) Existing Evaporative Cooler and (1) Outdoor Gas Heater.
- Disconnect ductwork, electrical, water and gas lines.
- Remove and dispose of (1) existing Evaporative Cooler and (1) Outdoor Gas Heater (to include the removal and disposal of associated ductwork).
- Furnish and install (1) new Trane 100,000 BTU Outdoor Gas Heater and (1) AS501 Evaporative Cooler.
- Furnish and install new ductwork on (1) Outdoor Gas Heater and (1) Evaporative Cooler (all ductwork on roof to be replaced and insulated).
- Reconnect new units to existing electrical, water and gas lines.
- Perform start-up and operational check of (1) new AS501 Evaporative Coolers and (1) 100,000 BTU Outdoor Gas Heater.

Total price for above work:.....\$14,542.73 USD

Primate Complex:

- Lock and tag-out (1) Existing Evaporative Cooler and (1) Outdoor Gas Heater.
- Disconnect ductwork, electrical, water and gas lines.
- Remove and dispose of (1) existing Outdoor Gas Heater.
- Furnish and install (1) new Trane 100,000 BTU Outdoor Gas Heater.
- Furnish and install new frame for (1) existing Evaporative Cooler.
- Install new fence to meet code regarding distance from existing Evaporative Cooler to edge of roof.
- Reconnect (1) Outdoor Gas Heater and (1) Evaporative Cooler to existing ductwork (ductwork to be replaced and insulated only where removed on roof).
- Reconnect new units to existing electrical, water and gas lines.
- Perform start-up and operational check of (1) 100,000 BTU Outdoor Gas Heater.

Total price for above work:.....\$14,542.73 USD

Atrium Transformer Room:

- Furnish and install (1) 2-Ton Cooling Only Mini-Split Condensing Units on stand outside Atrium Complex serving Transformer Room.
- Furnish and install (1) 2-Ton Cooling Only Mini-Split Evaporator inside transformer room.
- Furnish and run new refrigerant lines from Condenser to Evaporator (insulate as needed).
- Furnish necessary conduit and wire, run new electrical circuit from breaker panel to new Mini-Split Unit.
- Pressurize system, leak check, pull vacuum to recommended microns and add required refrigerant.
- Perform start-up and operational check of (1) new 2-Ton Mini-Split System.

Total price for above work:.....\$6,117.41 USD

Pricing and Acceptance

Total Price for all Projects:.....\$118,416.15 USD

Exclusions:

1. Furnishing equipment or performing any work other than stated above.
2. Engineering services and drawings.
3. Performance & Payment Bonds
4. Test and balance of system.
5. Any type of asbestos abatement.
6. Temporary Cooling.
7. Any controls: hardware software, wiring, terminating or programming not agreed upon or in scope of work.
8. Any roofing repairs or patching not mentioned above.

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from June 24, 2013.

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

Sincerely,

George Hernandez
Account Manager
Cell: (915) 490-5301

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

<p>CUSTOMER ACCEPTANCE</p> <p>_____</p> <p>Authorized Representative</p> <p>_____</p> <p>Printed Name</p> <p>Title _____</p> <p>Purchase Order _____</p> <p>Acceptance Date _____</p>
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Trane License Number:

Trane Terms and Conditions for Installation

1. Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If Customer's order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of such order by Trane with these terms and conditions attached serves as notice of objection to Customer's terms and a counter-offer to provide Work in accordance with scope and terms of the original proposal. If Customer does not reject or object within ten days, Trane's counter-offer will be deemed accepted. If Customer permits or accepts performance, Trane's terms will be deemed accepted. Customer's acceptance of goods and/or Work by Trane will in any event constitute an acceptance by Customer of these terms and conditions.

2. Contract Price & Taxes. The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof only for equipment and material installed by Trane. Equipment sold on an uninstalled basis and any taxable labor do not include sales tax and taxes will be added. Prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than five months from order receipt. If such release is received later than five months from order receipt date, but within eight months of order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the five-month firm price period up to the date of receipt of such release. If such release is not received within eight months after date of order receipt, the prices are subject to renegotiation, or at Trane's option, the order will be cancelled. If for any reason Customer delays shipment after release, prices are subject to increase as stated herein.

3. Exclusions from Work. Trane's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Trane be required to perform work Trane reasonably believes is outside of the defined Work without a written change order signed by Customer and Trane.

4. Construction Procedures. Trane shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

5. Payment Terms. Customer shall pay Trane's invoices within net thirty (30) days of invoice date. Trane may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Trane, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Trane may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Trane for all reasonable shutdown, standby and start-up costs as a result of the suspension. Trane 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 Trane in attempting to collect amounts due and otherwise enforcing these terms and conditions.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Trane, all dates provided by Trane or its representatives for commencement, progress or completion are estimates only. While Trane shall use commercially reasonable efforts to meet such estimated dates, Trane shall not be responsible for any damages for its failure to do so.

7. Access. Trane and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Trane and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Trane's access to correct any emergency condition shall not be restricted.

8. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

9. Utilities During Construction. Customer shall provide without charge to Trane all water, heat, and utilities required for performance of the Work.

10. Concealed or Unknown Conditions. In the performance of the Work, if Trane encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Trane shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Work, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

11. Pre-Existing Conditions. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

12. Asbestos and Hazardous Materials. Trane's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Trane, there are no Hazardous Materials on the Work site that will in any way affect Trane's Work and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing the Work. Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Trane. Trane shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Trane be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

13. Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane 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 Trane. 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 disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane.

14. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Trane the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Work furnished to date and all damages sustained by Trane (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

15. Indemnification. Trane and Customer shall indemnify and hold each other harmless 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 tangible 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 negligence or misconduct 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.

16. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

17. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trane equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Work have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant. Trane equipment sold on a supply basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR WARRANTY IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

18. Insurance. Upon request, Trane will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

19. Applicable Law. Except as provided below, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Work is performed. Any dispute arising under or relating to this Agreement which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state in which the Work is performed. To the extent the Work site is 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, provided, however, that if there is no applicable Federal Government contract law, this Agreement shall be governed, construed, interpreted and enforced in accordance with the governing law as set out in the contract with Trane's Customer.

20. Assignment. 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 Trane. This Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

21. Complete Agreement. This Agreement constitutes the entire Agreement between both parties. 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 Trane is a signatory thereon.

22. Equal Employment Opportunity/Affirmative Action Clause. Trane is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250.

23. U.S. Government Work. The following provision applies only to direct sales by Trane to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Trane 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). Trane complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Trane to the US Government. As a Commercial Item Subcontractor, Trane 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 Work 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, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane 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 Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

Trane U.S. Inc.
1-26.251-10(0208)
Supersedes 1-26.251-10(1107)



TRANE®

Building Services

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



TRANE®

Building Services

Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



July 9, 2013

To: Bruce D. Collins, Purchasing Manager

From: Irene D. Ramirez, P.E., Interim City Engineer,
Engineering and Construction Management Department

Signature:

Re: El Paso Zoo HVAC Upgrades Project, The Cooperative Purchasing Network (TCPN)
Contract 5045

The Engineering and Construction Management Department recommends utilizing The Cooperative Purchasing Network (TCPN), Contract 5045, to issue a \$118,416.15 purchase order to Trane U.S. Inc., dba Trane for the El Paso Zoo HVAC Upgrades Project. Total expenditures are \$118,416.15. The following are the factors used to evaluate the use of this procurement program as the best approach:

1. *Is there an urgent need for the product/service? In other words, is time of the essence?*

Yes. The buildings and areas in question have visitors and employees dealing high temperatures due to the outdated and inefficient equipment currently serving this area, or the need for additional equipment to maintain adequate temperatures.

2. *Does the purchase through the Program promote the standardization of equipment?*

Yes. The new equipment is consistent with brand and type currently installed at the El Paso Zoo and other City of El Paso buildings. Also, technicians assigned to work on proposed equipment are familiar with repairing and maintaining such equipment. Supplier also provides local representation for technical and parts support.

3. *Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?*

Yes. Supplier has local office and installation will be performed by local small business firms.

4. *Do the available vendors have prior work experience and/or familiarity with the City?*

Yes. Vendor has performed various projects of similar or larger scope of work. Supplier has been providing similar services to the City of El Paso for over 20 years and is very familiar with City of El Paso policies and procedures.

5. *Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?*

Price reasonableness has been established because The Cooperative Purchasing agency used a competitive bidding process in the awarding of the contract. The participation by the City of El Paso in the Texas Procurement and Support Services, State Contracts Program (The Cooperative Purchasing Network (TCPN)) was approved by Mayor and City Council on March 27, 2007.

Mayor

Oscar Leaser

City Council

District 1

Ann Morgan Lilly

District 2

Larry Romero

District 3

Emma Acosta

District 4

Carl L. Robinson

District 5

Dr. Michiel R. Noe

District 6

Eddie Holguin Jr.

District 7

Lilia B. Limon

District 8

Cortney C. Niland

City Manager

Joyce A. Wilson



Tillman Building | 222 S. Campbell | El Paso, Texas 79901 | (915) 541-4200



EL PASO ZOO HVAC UPGRADES



2012 Quality of Life Bond

BUILDING TOMORROW/
Together

***Project to be Awarded Under
2012 Quality of Life Bond Program***



- Purchase of services to upgrade the HVAC systems in specific exhibits in the El Paso Zoo**

- Approved Funding sources:
2012 QOL Bond**



Project Scope:

– To replace aging and inoperable HVAC equipment at various buildings within the Zoo complex:

- Ticket Booth**
- Commissary**
- IT Room (behind commissary)**
- Asian Discovery**
- Elephant Barn**
- Tapir Complex**
- Primate Complex**
- Atrium Transformer Room**



The Cooperative Purchasing Network :

— Houston-Galveston Area Council buy board

Recommend award for :

**— The Trane U.S. Inc. dba Trane under The
Cooperative Purchasing Network**

❖ Grand Total \$ 118,416.15



Schedule:

- Installation of equipment and construction of site to begin: July 2013**
- Completion September 2013**



Questions/Comments