

NARRATIVE REPORT

General Property

Carrier:	American Bankers	Date of Loss:	9/27/2024
Insured:	CITY OF TAMPA	Assigned:	10/2/2024
CID:	240122	Contacted:	10/5/2024
Claim Number:	7800278918	Inspected:	10/15/2024
Policy Number:	7800278918	Inspected With:	Abed Pompa
Loss Address:	333 S FRANKLIN ST CONVENTION CTR TAMPA FL 33602	Mailing Address:	333 S FRANKLIN ST SUITE 3E TAMPA FL 33602
Coverage A:	\$ 500,000.00	Mortgage:	None
Coverage B:	\$ Shared with Building	Verified with:	Robert Coats
Policy Term:	8/30/2024 to 8/30/2025		

Risk:

DOC:	1/1/1990
FIRM:	6/18/1980
Pre/Post:	Pre-FIRM
Elevated:	Elevated
Zone:	AE
Foundation:	Concrete piling
Basement:	No
Ext. Finish:	Stucco
# Floors:	Three or More

Valuation:

RCV Building:	\$136,380,374.84
ACV Building:	\$94,807,906.60
Qualification:	
Number of Units:	1
Insured to Value %:	100 % Insd to Max.: Yes
Replacement Cost:	No

Since the original date of construction there have been signs of renovation since the original construction, but the renovations were cosmetic only.

The exterior is comprised of Stucco siding and a modified bitumen roof.

There are no detached structures located on the property with the risk

Source and Water Depth:

Did a general and temporary condition of flooding occur at the described location? Yes

Did flood waters cause damage to the insured building? Yes

The damages to the building were the result of wave action caused by Hurricane Helene.

This created overflow from the Gulf of Mexico inundating normally dry ground creating a general and temporary condition of flooding. Due to the flooding, water rose to the following heights:

Exterior Water Height:	49"
Interior Water Height:	19"
Basement/Lower Enclosure/Crawlspace: (Negative)	-209"
Lower Enclosure : (Positive)	19"
APS – Exterior Water Height:	0"
APS – Interior Water Height:	0"

Establishing a GCF:

After Hurricane Helene, a severe weather event that caused widespread flooding, a general condition of flooding was confirmed at the insured risk via sight of flood water lines and debris on the insured and adjoining properties. A GCF was confirmed.

Business Description & Usage: (Explain details of the usage and if tenant occupied).

The business is the Tampa Convention Center. The Tampa Convention Center is a prominent venue located in the heart of Downtown Tampa, Florida. It offers stunning waterfront views and features 600,000 square feet of versatile event spaces. The center is equipped with state-of-the-art amenities, making it an ideal location for a wide range of events, from conventions and trade shows to weddings and social gatherings. The building contains 200,000 sq. ft. of exhibit space, a 36,000 sq. ft. ballroom and 52 breakout rooms.

Ownership: (Explain)

The building is owned by the City of Tampa. Our contact person listed was Robert Coats and we inspected the building with Abed Pompa, Chief Maintenance Engineer, Tampa Convention Center.

Authorized Signer:

Who is authorized to sign? Robert Coats, ARM-P, Checks should be made to the City of Tampa.

Lease Agreement:

There is no lease as the building is occupied by the owner, the City of Tampa.

Other Insurance

Requested details from the PH. They are in the process of providing copies of dec pages. They have no other policies that cover flood damage.

Underwriting or Coverage Issues:

The following underwriting issues have been noted. A copy of the underwriting referral is included within this report.

- Policy currently shows: Non-elevated.
- Recommend changing policy to: Please determine if building is elevated or non-elevated.

This was submitted on 11/11/2024.

Please note that the insured does not believe that the building is elevated and are not in agreement with this requested consideration.

Scope Notes:

Scope notes were taken onsite electronically.

Summary of Loss:

Building Property Adjustment:

Flood water from Tampa Bay that is located 50 ft from the building, overflowed and inundated the first floor of the building. There was flooding and wave action. The chiller room, shop, and the loading dock were inundated with 19 inches of water on the interior.

Based on the facts listed above, we have recommended payment for the following damage:

Exterior Observed:

- Elevations– No exterior damage was noted.
- Mechanical & Equipment – Mechanical & Equipment – There are 6 Trane Centrifugal Chillers in the chiller room. Chillers 1-4 are inoperable. Trane technicians inspected them and recommended replacing the controller starters to fix the salt water damage.

- They have ordered the parts and are waiting for their arrival, which will take 56 to 60 weeks. Chillers 5 and 6 are operational.

We accounted for the ordered parts and included estimates from Trane and IPS PowerServ, who is installing the starter for Chiller 4 directly ordered from Trane. The estimates are in this file.

- These parts and labor will reach and exceed the limits of the policy.
- Others – at the building was determined to be post-firm, elevated, restrictions apply to contents or additional damages.

Interior Observed:

- Flooring – the flooring in the break area (carpet) is excluded due to post firm elevated restrictions as well as damage to doors, trim, walls, and cabinetry.
- Steel Garage Doors – were damaged but have been excluded as above.
- No additional items have been included as policy limit is reached and post-firm, elevated restrictions apply.

Perimeter Wall Sheathing:

No sheathing damage noted at the time of the inspection.

Structural Mitigation:

The following, Basic clean up and dry out by Policyholder. (Method 1) is being recommended.

Personal Property, Stock, or Inventory Adjustment:

- There were no covered contents items in the enclosure (shop, chiller room, office, break area, or loading dock). The first floor had extensive contents damaged.
- All items were photographed, and the make, model and serial numbers were obtained for all electronics. As the insured is not in agreement that the building is post firm, elevated.

Reserves:

Reserves have been updated to reflect the line item estimate included in the report.

Depreciation:

Depreciation taken is based on the age and condition of the items scoped.

Sales Tax:

Sales tax is calculated for each line item and is totaled and shown as a lump sum in the building summary at the end of the estimate.

Advance Payment:

A building advance was offered and the insured declined.

Denial Recommendations:

The following items do not qualify for coverage and denial is recommended:

Contents not listed on the post-firm elevated list of covered contents. Any additional damage in addition to the repairs on the estimate as the estimate is at the policy limit.

"Basement is limited to the following items, if installed in their functioning locations and, if necessary for operation, connected to a power source:

- Air conditioning units, portable or window type
- Clothes washers and dryers; and
- Food freezers, other than walk-in, and food in any freezer"

Other Causes of Loss:

Choose an item.

Other Causes of Loss:

There are no other causes of loss noted at the time of inspection.

Prior Loss / Verification:

There is no prior loss indicated on the loss notice or mentioned by the Policyholder at any time during the claims process.

Overhead and Profit:

Due to the lack of complex repairs, no overhead or profit has been included in this estimate.

Salvage/Subrogation:

After inspecting the loss location, it has been found that no opportunities for salvage exist.

There is no potential for subrogation as this event was due to natural causes.

Substantial or Repetitive Damage:

After inspecting the loss location and completing the building valuation, it has been determined that the risk is not substantially damaged.

Increased Cost of Compliance:

Increased Cost of Compliance was discussed with the Abed Pompa during the inspection. The ICC pamphlet was provided covering benefits of the coverage if eligible.

Expert Involvement:

There were no issues found that would require the use of an expert as of the time of this report. The insured contacted Trane, who dispatched an expert to inspect the chillers. The inspection revealed that the starters for units 1-4 were inundated with water and will need to be replaced.

Closing Comments:

Payment Recommendation: The policyholder has been advised that the estimate recommendation has been turned over for final review.

Should you have any additional questions, please contact our office.

Thank you for the assignment.

David

FCN #:

1-251-471-4718 **Telephone**

1-251-478-3257 **Facsimile**

www.adjustingexpectations.com

**DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program**

PROOF OF LOSS

Adjuster-Prepared

BUILDING AND CONTENTS

Policyholders use this form to provide a Proof of Loss to their insurer, which is the policyholder's statement of the amount of money being requested, signed and sworn to by the policyholder, with documentation to support the amount requested, as required by the [Standard Flood Insurance Policy](#) (SFIP) in section VII.J.4. This form can be used when the adjuster prepares the Proof of Loss as a courtesy to the policyholder, who then reviews and verifies the accuracy of the information and amounts. By signing this Proof of Loss, the policyholder agrees with and validates the amounts prepared by the adjuster.

POLICYHOLDER: <u>CITY OF TAMPA</u>	POLICY NO.: <u>7800278918</u>	
PROPERTY ADDRESS: <u>333 S FRANKLIN ST CONVENTION CTR</u>	CLAIM/FILE NO.: <u>7800278918</u>	
CITY: <u>TAMPA</u>	STATE: <u>FL</u> ZIP: <u>33602</u>	DATE OF LOSS: <u>9/27/2024</u>
MAILING ADDRESS: <u>333 S FRANKLIN ST SUITE 3E</u>	<u>Permanent mailing</u>	TIME OF LOSS: <u>12:00 AM</u>
CITY: <u>TAMPA</u>	STATE: <u>FL</u> ZIP: <u>33602</u>	EDN NO.: <u>FL0124</u>
EMAIL(S): <u>robert.coats@tampagov.net</u>	PHONE NO.: <u>(813) 274-5688</u>	

How flood loss happened: Overflow of inland or tidal waters

Title and Occupancy:	Building type: <u>Non-residential building (business)</u>	Ownership/use: <u>Owner-occupied (commercial use)</u>
	Contents type/ownership/use: <u>Residential contents are owned solely by me (policyholder shown on Declaration Page)</u>	

Interest:	Mortgagee(s): <u>None</u>	None: <input type="checkbox"/>
	Others with interest in or liens, charges or claims against property:	None: <input checked="" type="checkbox"/>
	Other insurance that may insure this loss:	Type: <u>None</u>

SFIP policy type: General Property Form No. of insured buildings/units: 1 Contents coverage: Yes Tenant improvements: No

Statement of Loss	Coverage A - Building Property	Coverage B - Personal Property	
Coverage limit(s):	\$500,000.00	\$500,000.00	
Coverage deductible(s):	\$5,000.00	\$5,000.00	
	Building	Contents	Improvements
Property pre-loss value (RCV)	\$136,380,374.84	\$1,000,000.00	\$0.00
Property pre-loss value (ACV)	\$94,807,906.60	\$900,000.00	\$0.00
Insured damage RCV loss	\$540,182.88	\$0.00	\$0.00
Less depreciation (non-recoverable)	\$0.00	\$0.00	\$0.00
Insured damage ACV loss	\$540,182.88	\$0.00	\$0.00
Add eligible Coverage C loss: Not applicable	\$0.00	\$0.00	
Insured ACV loss subtotal	\$540,182.88	\$0.00	\$0.00
Less salvage/buyback	\$0.00	\$0.00	\$0.00
Net insured ACV loss	\$540,182.88	\$0.00	\$0.00
Less deductible	(\$5,000.00)	\$0.00	\$0.00
Amount over net insured loss limit (excess loss)	(\$35,182.88)	\$0.00	\$0.00
ACV claim	\$500,000.00	\$0.00	\$0.00
Claim subtotal	\$500,000.00	\$0.00	\$0.00
Net claim	\$500,000.00	\$0.00	

I have received and reviewed the adjuster-prepared estimate and am requesting payment for the amount(s) of my claim determined above.

I understand that I must submit a [Proof of Loss](#) within 60 days of the date of the loss or within any extension of that deadline made in writing by FEMA's Federal Insurance Administrator. The flood event identified above damaged or destroyed the property claimed on this Proof of Loss. I understand that my SFIP is issued pursuant to federal law, the [National Flood Insurance Act of 1968, as amended](#), and applicable federal regulations in [Title 44 of the Code of Federal Regulations, Chapter 1, Subchapter B](#).

I understand that I may still request additional payment for other flood damages if I believe that not all damages were addressed in this estimate. In the event a third party is responsible for the damage, I hereby authorize my insurer to bring suit in my name against any third party who may be responsible for the damages. I have not knowingly and willfully falsified or concealed a material fact, made a false or fraudulent representation or presented any false document in connection with this claim, and acknowledge that any such action is subject to prosecution under federal law. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

POLICYHOLDER SIGNATURE: _____	DATE SIGNED: _____
OWNER NAME: _____	OWNER TITLE: _____

Date: 10/25/2024

**DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program**

Adjustment type:
 On site
 Remote

ADJUSTER'S PRELIMINARY REPORT

with (select all that apply):

Initial Reserve Advance Payment Request Expert Request Subrogation Referral Underwriting Referral APDA

Adjusters use this form to report information to the insurer for setting reserves and initial claims reporting. NOTE: The NFIP requires that a Preliminary Report be received within 15 days of assignment.

Policyholder information <input type="checkbox"/> Add third-party representative (if any)		Insurer information			
Policyholder (primary): CITY OF TAMPA		Insurer: AMERICAN BANKERS EDN: FL0124			
Policyholder (additional):		Policy #: 7800278918 Claim #: 7800278918			
Property address: 333 S FRANKLIN ST CONVENTION CTR		Mailing different	Adjuster: David Kelley File #: 240122		
City: TAMPA State: FL ZIP: 33602		Adjusting firm: CNC Catastrophe & National Claims			
Mailing address: 333 S FRANKLIN ST SUITE 3E		Permanent	Mailing address: P.O. Box 6842		
City: TAMPA State: FL ZIP: 33602		City: Mobile State: AL ZIP: 36606			
Phone #1: (813) 274-5688 Phone #2: () -		Phone #1: (251) 424-5739 Phone #2: () -			
Email: robert.coats@tampagov.net		Email: claims@cnc-resource.com			
Comments:		Comments:			

Representative information					
Company/firm name:		Name:	Relationship:		
Address:		City:	State: ZIP:		
Phone #1:	Phone #2:	Email:			
<input type="checkbox"/> Select if Letter of Representation is attached. Note: policyholders must provide a signed Letter of Representation that complies with the <input type="checkbox"/> Privacy Act authorizing a third-party representative to speak to an NFIP insurer (see NFIP Claims Handbook).					

Insurance information <input type="checkbox"/> Other perils or insurance involved (if so, explain in Adjuster's Report)					
Flood program type: Regular program	Coverage type	Coverage	Deductible	Reserve	Advance
SFIP policy type: General Property Form	Coverage A - Building	\$ 500,000.00	\$ 5,000.00	\$ 500,000.00	\$ 0.00
Term: 8/30/2024 to: 8/30/2025	Coverage B - Contents	\$ 500,000.00	\$ 5,000.00	\$ 10,000.00	\$ 0.00
Number of insured buildings at described location: 1					

Property risk information <input type="checkbox"/> Add comments					
Building occupancy: Non-residential building	Ownership verified: Yes	Current flood zone: AE			
Building type: Government-owned building	Building over water: No	Approx. % over water:			
Occupied by: Owner-occupied (commercial use)	Under construction: No	Const. status:			
Foundation type: Elevated with enclosure (on piers, posts, or piles)	Flood openings: Yes	No. of flood openings: 40			
Construction type: Masonry First floor height: 19 ft. in.	Floodproofed: No	Floodproofing certificate: N/A			
Number of floors in building (excluding basement/enclosure): 3	Lowest machinery & equipment: Ground level	Floor number: 1			
If multi-floor building, floor number occupied by policyholder:	Location of personal property: Ground level	Floor number: 1			
If mixed-use occupancy, approximate percentage residential:	Type of personal property: <input type="checkbox"/> Household <input checked="" type="checkbox"/> Other than household				
Substantial improvements after FIRM date (if yes, explain below): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Prior flood loss(es) (if yes, explain below): <input type="checkbox"/> Yes <input type="checkbox"/> No				
Nearest body of water to insured property: Tampa Bay	Distance from insured property: 50 Feet				
Comments:					

Date and time information <input type="checkbox"/> Add comments					
Date of FIRM: 6/18/1980	FIRM status: Post-FIRM	Date of loss: 9/27/2024	Date assigned: 10/2/2024		
Date of construction: 1/1/1990	Building age (years): 34.8	Time of loss: 12:00 AM	Date contacted: 10/5/2024		
Date of occupancy: 1/1/1990	Occupied (years): 34.8		Date inspected: 10/15/2024		
Comments:					

Cause of flood loss information <input type="checkbox"/> Add comments					
Was there a general and temporary condition of flood: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inundation: Complete Inundation area: Two or more properties					
Potential flood-in-progress: No If yes, explain in Adjuster's Report					
Has flood water receded from building: Yes		If no, approx. date when access expected:		Habitability status: Habitable	
Type of flood: Tidal water overflow		Other contributing cause(s) of loss (if yes, submit Subrogation Referral): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Comments:					

Flood water information: Main building or unit	+ Click to add additional flood water data for an appurtenant structure (if any)		
Approx. date flood entered: <u>9/27/2024</u>	Approx. time entered: <u>12:00 AM</u>	Exterior water height inches = feet & inches	Interior water height inches = feet & inches
Approx. date flood receded: <u>10/28/2024</u>	Approx. time receded: <u>10:00 AM</u>	<input type="text" value="48"/> <input type="button" value="+"/> = <input type="text" value="4ft. 0in."/>	<input type="text" value="-209"/> <input type="button" value="+"/> = <input type="text" value="- 17ft. -5in."/>
Approximate duration flood water in main building or unit: <u>754</u> Hours			
Flood water information: Appurtenant structure		- Click to remove additional flood water data	
Approx. date flood entered:	Approx. time entered:	Exterior water height inches = feet & inches	Interior water height inches = feet & inches
Approx. date flood receded:	Approx. time receded:	<input type="text"/> <input type="button" value="+"/> = <input type="text"/>	<input type="text"/> <input type="button" value="+"/> = <input type="text"/>
Approximate duration flood water in appurtenant structure:			
Hours			
Adjuster's signature: <u>David Kelley</u>	Adjuster	FCN: <u>0070000428</u>	Date signed: <u>10/25/2024</u>
Adjuster's signature:		FCN:	Date signed:

NFIP Registered Adjuster

NFIP Standard Operations

DAVID KELLEY

FCN: 0070000428
Status: Active

Registration Date: 3/13/2024
Valid Through: 06/30/2025

AUTHORIZED FOR:
Residential (Dwelling)
Large Commercial
Manufactured (Mobile) Home
Condominium (RCBAP)
Small Commercial



This card is the property of FEMA. It may only be used by the person for which it was issued and only for the sole purpose of adjusting claims on behalf of the National Flood Insurance Program. Unauthorized use is strictly prohibited.

This FCN card is valid through June 30, 2025, and does not guarantee assignment of NFIP claims.

For a replacement FCN card, please contact the NFIP Standard Operations at NFIPAdjusterMailbox@fema.dhs.gov.

National Flood Insurance Program

NFIPSERVICES.FLOODSMART.GOV



Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Valuation Report

Owner Information

Name:	CITY OF TAMPA	Date Entered:	10/3/2024
Street:	333 S FRANKLIN ST SUITE 3E	Date Calculated:	
City, State ZIP Code:	TAMPA, FL 33602	Pricing Area:	FLTA8X_SEP24
Phone:	(813) 274-5688		
Policy #:	7800278918		

Property Information

Name:	TAMPA CONVENTION CENTER	Bldg #:	1
Street:	333 S FRANKLIN ST CONVENTION CTR	Contact:	Robert Coats, ARM-P
City, State ZIP Code:	TAMPA, FL 33602	E-mail:	Robert.Coats@tampagov.net
Phone:	(813) 274-5688		

Structure Information

Primary Building:	Auditorium	Quality:	Premium
Square Feet:	600,000	Supporting Wall:	34% Concrete Block (CMU), 33% w/Masonry Block (CMU), 33% Concrete - Poured Wall
Year Built:	1990	Foundation Shape:	Irregular
Number of Stories:	3	Foundation Type:	100% Post and Beam
Average Story Height:	18	Property Slope:	None (0 - 15 degrees)
		Subtotal:	\$124,230,724.00

Total square footage of all buildings: 600,000.00

Cost per Sq. Ft.: \$227.30

Structural Options

Primary Building:	Auditorium	Exterior Wall Finish:	34% Masonry Stucco, 66% Painted Masonry
Roof Type:	Complex	Roof Structure:	100% Steel Joists
Roof Material:	100% Membrane - EPDM or PVC	Floor System:	34% Steel Joist & Deck System, 66% Suspended Concrete Slab
Interior Partition Walls:	34% Drywall over Steel Studs, 66% Masonry Block		

Features

Primary Building:	Auditorium
Loading Dock Equipment	1 Loading Dock Bays
Elevators/Escalators/Lifts	6 Elevator - Passenger, 4 Elevator - Freight, 2 Escalators
Exterior Building Signage	2 Lighted Sign - Wall Mounted
Additional Features	40 Impact Resistant Glazing, 1 Emergency Power - Generator, 1 Fire Alarm System, 1 Security System/Cameras, 1 Decorative Exterior Trimwork
Fire Suppression System	100% Fire Sprinkler System, 100% Manual Firehose / Standpipe System
2 Hour Fire Rating	1 90 Minute Fire Rated Door Assemblies w/Smoke Seals
Combination Heating and Air Conditioning	100% Geothermal - Heating/Cooling System



Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Valuation Report

Cost Breakdown

Site Preparation:	\$58,853.00	Foundation:	\$7,431,498.37	Interior Footings:	\$57,409.78
Structure:	\$22,747,519.02	Exterior Finish:	\$2,704,804.92	Windows:	\$21,652.40
Roofing:	\$4,387,238.25	Electrical:	\$7,636,611.73	Plumbing:	\$3,749,711.86
Plumbing - Underground:	\$815,284.80	Heating/AC:	\$6,282,275.76	Floor Covering:	\$6,036,095.10
Interior Finish:	\$41,481,949.75	General Conditions:	\$4,934,126.74	Lighting:	\$10,652,615.46

Cost Breakdown for Additional Features

Elevator/Escalator:	\$1,074,929.36	Emergency Power:	\$65,702.35	Exterior Signage:	\$8,331.04
Fire Alarm System:	\$530,441.60	Fire Sprinkler System:	\$2,879,485.44	Firehose / Standpipe Sys:	\$61,505.59
Security System:	\$144,000.00	Loading Dock Equipment:	\$5,220.53	Exterior Trim Work:	\$239,978.39
2 Hour Fire Rating:	\$214,996.57	Impact Resistant Glazing: \$8,486.40			

Estimated Replacement Cost (Calculated Value): **\$136,380,374.84**

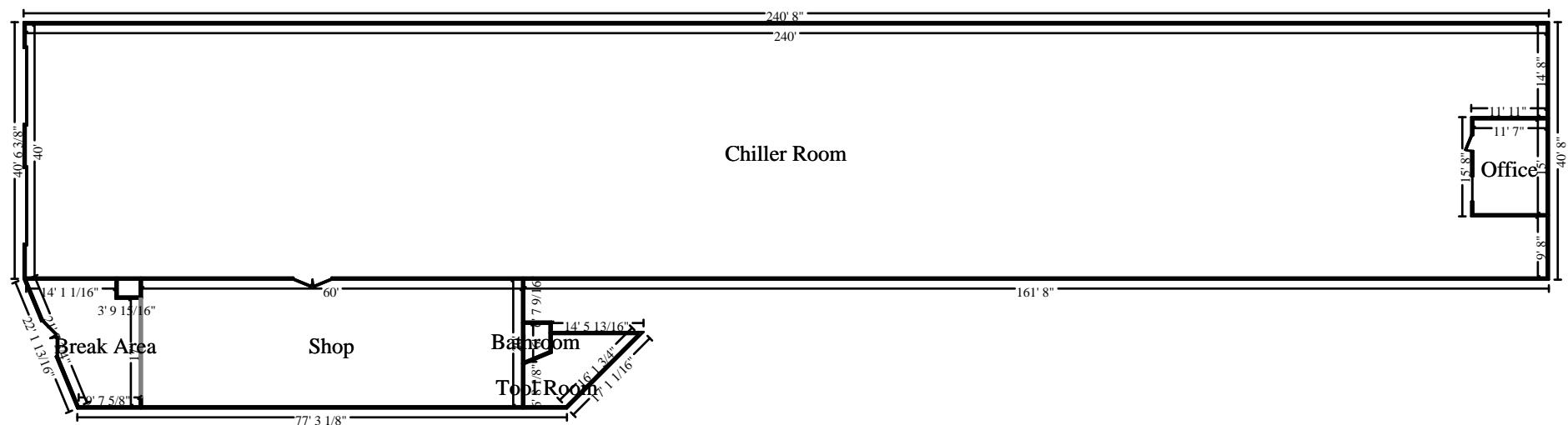
Actual Cash Value (Calculated Value): **\$94,807,906.60**

(Replacement cost includes all applicable permits, fees, overhead, profit, and sales tax)

(Actual Cash Value equals replacement cost less depreciation)

The Replacement Cost figure represents the average estimated cost to rebuild this building after a total loss and includes such things as labor and materials to meet current building codes and general contractor profit and overhead for your location. The actual reconstruction costs for this building may differ from this figure due to changes in economic conditions, building contractor availability, and specific building contractor attributes. The estimate does not include costs for such items as excavation, land value or detached structures. This information is to be used for insurance purposes only and is provided on the condition and understanding that it represents only an estimate and that the provider is not responsible for good faith errors.

Main Level



Main Level

Exterior



Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Home: 333 S FRANKLIN ST SUITE 3E
TAMPA, FL 33602
Property: 333 S FRANKLIN ST CONVENTION CTR
TAMPA, FL 33602

Cell: (813) 274-5688
E-mail: robert.coats@tampagov.net

Claim Rep.: David Kelley
Company: CNC Catastrophe & National Claims
Business: P.O. Box 6842
Mobile, AL 36606

Business: (251) 424-5739
E-mail: claims@cnc-resource.com

Estimator: David Kelley
Company: CNC Catastrophe & National Claims
Business: P.O. Box 6842
Mobile, AL 36606

Business: (251) 424-5739
E-mail: claims@cnc-resource.com

Reference:
Company: American Bankers
Business: PO Box 105290
Atlanta, GA 30348

Business: (800) 358-0600

Claim Number: 7800278918 **Policy Number:** 7800278918 **Type of Loss:** Flood (NFIP)

Date of Loss: 9/27/2024 12:00 AM Date Received: 10/2/2024 2:00 AM
Date Inspected: 10/15/2024 2:00 PM Date Entered: 10/3/2024 3:31 PM

Price List: FLTA8X_SEP24
Restoration/Service/Remodel
Estimate: __CITY_OF_TAMPA

Net Claim Summary

Coverage	Net Claim
Building	\$500,000.00
Total Net Claim	\$500,000.00
Total Amount of Building Recoverable Depreciation	\$0.00
Total Net Claim if Depreciation is Recovered	\$500,000.00



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

Claim Number: 7800278918

Policy Number: 7800278918

Type of Loss: Flood (NFIP)

Date of Loss: 9/27/2024 12:00 AM
Date Inspected: 10/15/2024 2:00 PM

Date Received: 10/2/2024 2:00 AM
Date Entered: 10/3/2024 3:31 PM

Price List: FLTA8X_SEP24
Restoration/Service/Remodel
Estimate: __CITY_OF_TAMPA

Building

Net Claim Summary

Replacement Cost Value	Less Recoverable Depreciation	Less Non-recoverable Depreciation	Actual Cash Value
\$540,182.88	(0.00)	<0.00>	\$540,182.88
Less Deductible			(5,000.00)
Less Amount Over Limit(s)			(35,182.88)
Net Claim			\$500,000.00
Total Recoverable Depreciation			\$0.00
Net Claim if Depreciation is Recovered			\$500,000.00



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

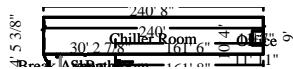
Building

CITY_OF_TAMPA

Main Level

Chiller Room

Height: 16'



9104.67 SF Walls
18517.97 SF Walls & Ceiling
1045.92 SY Flooring
583.83 LF Cel. Perimeter

9413.31 SF Ceiling
9413.31 SF Floor
551.33 LF Floor Perimeter

Door	12' X 7'	Opens into Exterior
Door	12' X 7'	Opens into Exterior
Door	6' X 6' 8"	Opens into SHOP
Door	2' 6" X 6' 8"	Opens into OFFICE
Window	4' X 3'	Opens into OFFICE

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<i>Clean</i>						
This is for foundational elements only.						
1. Flood loss cleanup - Light	9,413.31 SF	1.19	0.00	11,201.84	<0.00>	11,201.84
2. Structural drying per SF - Class 1 (Bid Item)	9,413.31 SF	0.87	0.00	8,189.58	<0.00>	8,189.58
<i>TRANE Parts for Trane Chiller Replacement Starters</i>						
3. Chiller #1 - CH1 Replacement Starter	1.00 EA	125,500.00	0.00	125,500.00	<0.00>	125,500.00
1.1 EXISTING STARTER FOR CHILLER NO. 1						
Model: CVHF1470, Mfg. 01-11-22						
Trane Chiller Controller Model No. CVF147N15P0FE0320EJ7EEHFA0000000VEIG170L00000JA100BA						
S/N L22B00638 S.O. NO: H5A871A						
Voltage 4160V, 779kW, 129A						
400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure.						
Compressor Motor 4160V 128RLA 812LRA						
Oil Tank Heater Circuit 115VAC x 750W						
Control Circuit 115V x 4000VA						
Pump Out Compressor 115VAC x 1.7RLA						
Purge Compressor Motor 115VAV x 8RLA (34.6LRA)						
27.1 REPLACEMENT STARTER:						
WEG Panel SSW7000C125T411N2 / Cat No. SSW7000C						
NEMA 1-12 Enclosure						
Adapted and wired for above existing equipment in the field						
4. Chiller #2 - CH2 Replacement Starter	1.00 EA	125,500.00	0.00	125,500.00	<0.00>	125,500.00

CITY_OF_TAMPA

1/25/2025

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Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

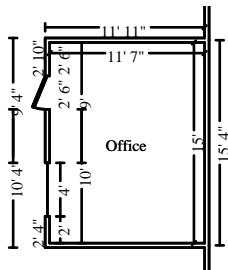
CONTINUED - Chiller Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1.2 EXISTING STARTER FOR CHILLER NO. 2 Model: CVMF370, Mfg. 09-02-21 Trane Chiller Controller Model No. CVMF058N15M0FE024113EJ7EEHFA0000000VEIG170L00000JA100BA S/N 17C104124 S.O. NO: M5K124A Voltage 4160V, 779kW, 129A 400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure. Compressor Motor 4160V 54RLA 335LRA Oil Tank Heater Circuit 115VAC x 750W Control Circuit 115V x 4000VA Pump Out Compressor 115VAC x 1.7RLA Purge Compressor Motor 115VAV x 8RLA (34.6LRA)						
7.1 REPLACEMENT STARTER: WEG Panel SSW7000C125T411N2 / Cat No. SSW7000C NEMA 1-12 Enclosure Adapted and wired for above existing equipment in the field						
5. Chiller #3 - CH3 Replacement Starter	1.00 EA	125,500.00	0.00	125,500.00	<0.00>	125,500.00
1.3 EXISTING STARTER FOR CHILLER NO. 3 Model: CVNF570, Mfg. 05-02-21 Trane Chiller Controller Model No. CVMF058N15M0FE02000083JE47FA70DGG07L0000038100BA S/N L20L04127 S.O. NO: N5K126A Voltage 4160V, 332kW, 54A 400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure. Compressor Motor 4160V 54RLA 339LRA Oil Tank Heater Circuit 115VAC x 750W Control Circuit 115V x 4000VA Pump Out Compressor 115VAC x 1.7RLA Purge Compressor Motor 115VAV x 8RLA (34.6LRA)						
7.1 REPLACEMENT STARTER: WEG Panel SSW7000C125T411N2 / Cat No. SSW7000C NEMA 1-12 Enclosure Adapted and wired for above existing equipment in the field						
6. Chiller #4 - CH4 Replacement Starter	1.00 EA	98,107.00	0.00	98,107.00	<0.00>	98,107.00
Centrifugal Chiller # 4 - Trane Model: CVHF147N15 Serial: L22B00639 Trane U.S. will provide (1) replacement medium voltage 4160 starter for the chiller listed above. A proposal to install will be provided on a separate proposal.						
TOTAL PRICE:\$98,107.00 USD						
<i>Replacement labor from TRANE. No materials included in this price.</i>						
7. EESS will make repairs to water damaged Chillers 1, 2 and 3 using customer provided parts.	1.00 EA	41,800.00	0.00	41,800.00	<0.00>	41,800.00
Totals: Chiller Room			0.00	535,798.42	0.00	535,798.42



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660



Office

Height: 16'

822.00 SF Walls	173.75 SF Ceiling
995.75 SF Walls & Ceiling	173.75 SF Floor
19.31 SY Flooring	50.67 LF Floor Perimeter
53.17 LF Ceil. Perimeter	

Door 2' 6" X 6' 8" **Opens into CHILLER_ROOM**
Window 4' X 3' **Opens into CHILLER_ROOM**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Clean						
This is for foundational elements only.						
8. Flood loss cleanup - Light	173.75 SF	1.19	0.00	206.76	<0.00>	206.76
9. Structural drying per SF - Class 1 (Bid Item)	173.75 SF	1.27	0.00	220.66	<0.00>	220.66
Totals: Office			0.00	427.42	0.00	427.42



Break Area

Height: 8'

410.25 SF Walls	264.02 SF Ceiling
674.27 SF Walls & Ceiling	264.02 SF Floor
29.34 SY Flooring	47.70 LF Floor Perimeter
69.20 LF Ceil. Perimeter	

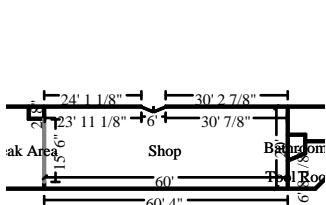
Missing Wall - Goes to Floor 15' 6" X 6' 8" **Opens into SHOP**
Door 6' X 6' 8" **Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Clean						
This is for foundational elements only.						
10. Flood loss cleanup - Light	264.02 SF	1.19	0.00	314.18	<0.00>	314.18
11. Structural drying per SF - Class 1 (Bid Item)	264.02 SF	1.27	0.00	335.31	<0.00>	335.31
Totals: Break Area			0.00	649.49	0.00	649.49



Catastrophe and National Claims

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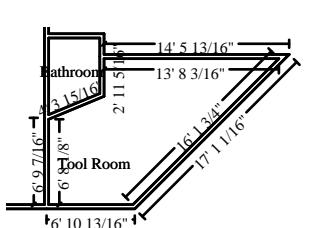


Shop Height: 16'

2416.67 SF Walls	1200.00 SF Ceiling
3616.67 SF Walls & Ceiling	1200.00 SF Floor
133.33 SY Flooring	138.50 LF Floor Perimeter
160.00 LF Ceil. Perimeter	

Door 6' X 6' 8" **Opens into CHILLER_ROOM**
Missing Wall - Goes to Floor 15' 6" X 6' 8" **Opens into BREAK_AREA**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Clean						
This is for foundational elements only.						
12. Flood loss cleanup - Light	1,200.00 SF	1.19	0.00	1,428.00	<0.00>	1,428.00
13. Structural drying per SF - Class 1 (Bid Item)	1,200.00 SF	1.27	0.00	1,524.00	<0.00>	1,524.00
Totals: Shop			0.00	2,952.00	0.00	2,952.00



Tool Room Height: 8'

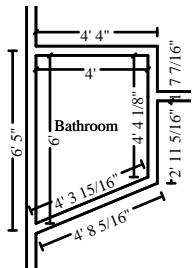
405.89 SF Walls	123.84 SF Ceiling
529.73 SF Walls & Ceiling	123.84 SF Floor
13.76 SY Flooring	50.74 LF Floor Perimeter
50.74 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Clean						
This is for foundational elements only.						
14. Flood loss cleanup - Light	123.84 SF	1.19	0.00	147.37	<0.00>	147.37
15. Structural drying per SF - Class 1 (Bid Item)	123.84 SF	1.27	0.00	157.28	<0.00>	157.28
Totals: Tool Room			0.00	304.65	0.00	304.65



Catastrophe and National Claims

PO Box 6842
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Bathroom

Height: 8'

149.38 SF Walls	20.69 SF Ceiling
170.07 SF Walls & Ceiling	20.69 SF Floor
2.30 SY Flooring	18.67 LF Floor Perimeter
18.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<i>Clean</i>						
This is for foundational elements only.						
16. Flood loss cleanup - Light	20.69 SF	1.19	0.00	24.62	<0.00>	24.62
17. Structural drying per SF - Class 1 (Bid Item)	20.69 SF	1.27	0.00	26.28	<0.00>	26.28
Totals: Bathroom			0.00	50.90	0.00	50.90
Total: Main Level			0.00	540,182.88	0.00	540,182.88
Line Item Totals: __CITY_OF_TAMPA			0.00	540,182.88	0.00	540,182.88



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

Summary for Building

Line Item Total	540,182.88
Replacement Cost Value	\$540,182.88
Less Deductible	(5,000.00)
Less Amount Over Limit(s)	(35,182.88)
Net Claim	\$500,000.00

David Kelley



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

Recap of Taxes

	Material Sales Tax (7.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7.5%)
Line Items	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

Recap by Room

Estimate: __CITY_OF_TAMPA

Area: Main Level

Chiller Room	535,798.42	99.19%
Office	427.42	0.08%
Break Area	649.49	0.12%
Shop	2,952.00	0.55%
Tool Room	304.65	0.06%
Bathroom	50.90	0.01%
Area Subtotal: Main Level	540,182.88	100.00%
Subtotal of Areas	540,182.88	100.00%
Total	540,182.88	100.00%



Catastrophe and National Claims

PO Box 6842
Mobile, Al 36660

Recap by Category

Items	Total	%
GENERAL DEMOLITION	13,322.77	2.47%
HEAT, VENT & AIR CONDITIONING	516,407.00	95.60%
WATER EXTRACTION & REMEDIATION	10,453.11	1.94%
Subtotal	540,182.88	100.00%

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level - 1-Address verification

Date Taken: 10/15/2024

Taken By: David Kelley

Occupancy: Non-Residential Building
Residence: Government Owned

Elevated: No

FIRM Date: 06/18/1980

Date of Construction: 01/01/1990

Flood Zone: AE

Exterior Water Height: 48 inches

Interior Water Height: 19 inches

Building Advance Payment Amount: \$0.00, insured declined.

Contents Advance Payment Amount: \$0.00, insured declined.

First Mortgagee: None.

Insured Email:



Main Level - 2-Front elevation

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

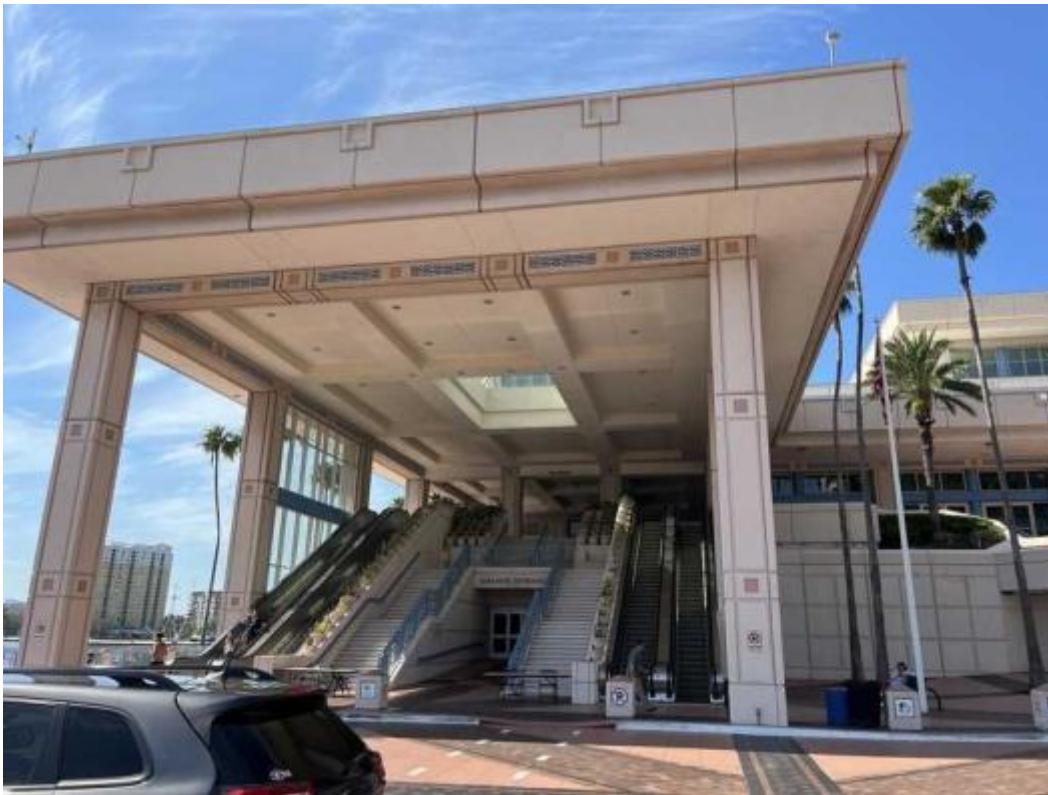
Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 3-Front elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 4-Front elevation

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 5-Left elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 6-Left elevation

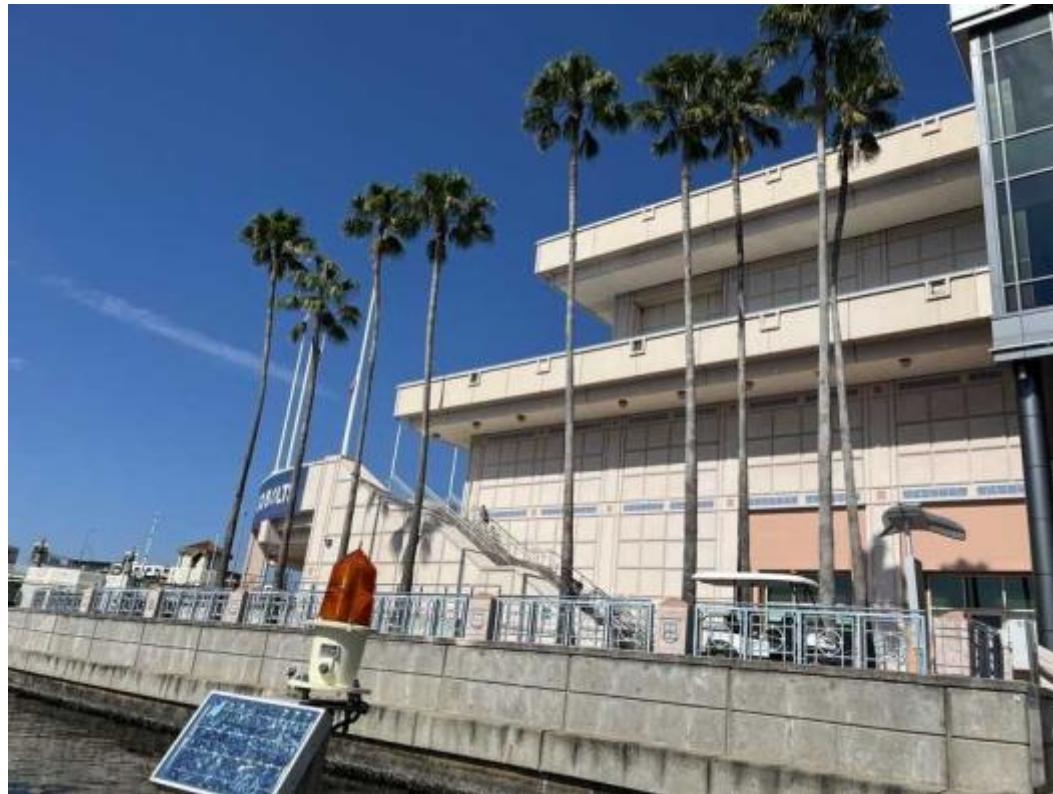
Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

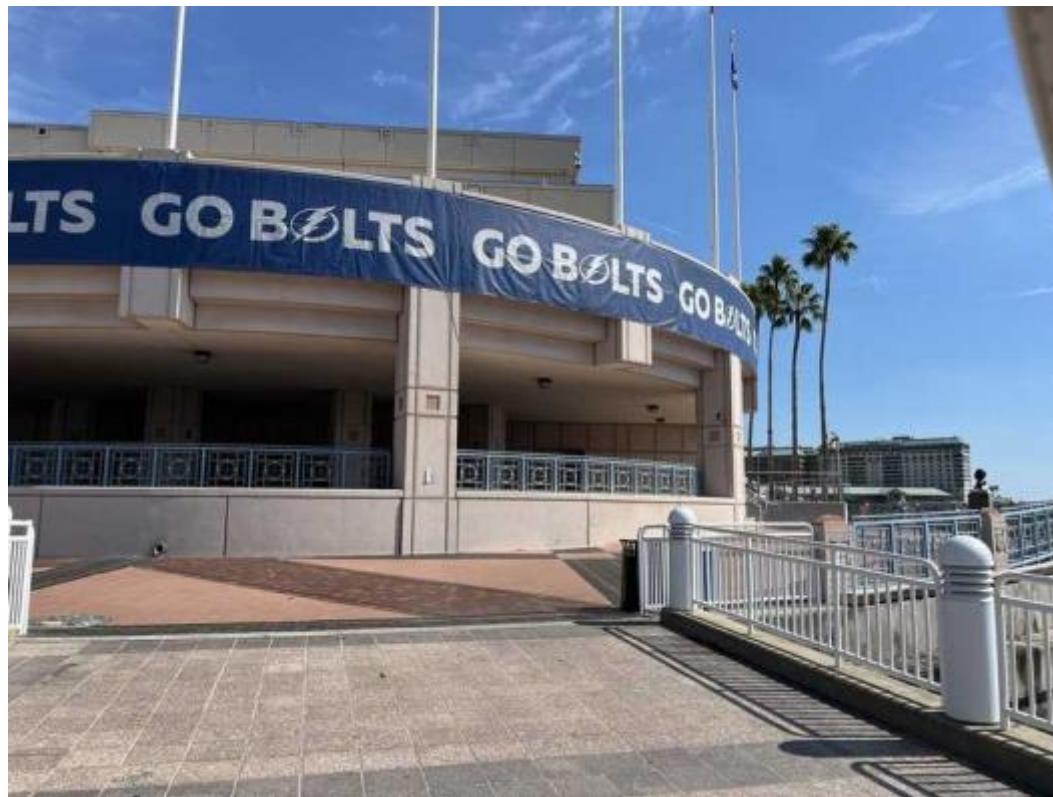
Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 7-Left elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 8-Rear elevation

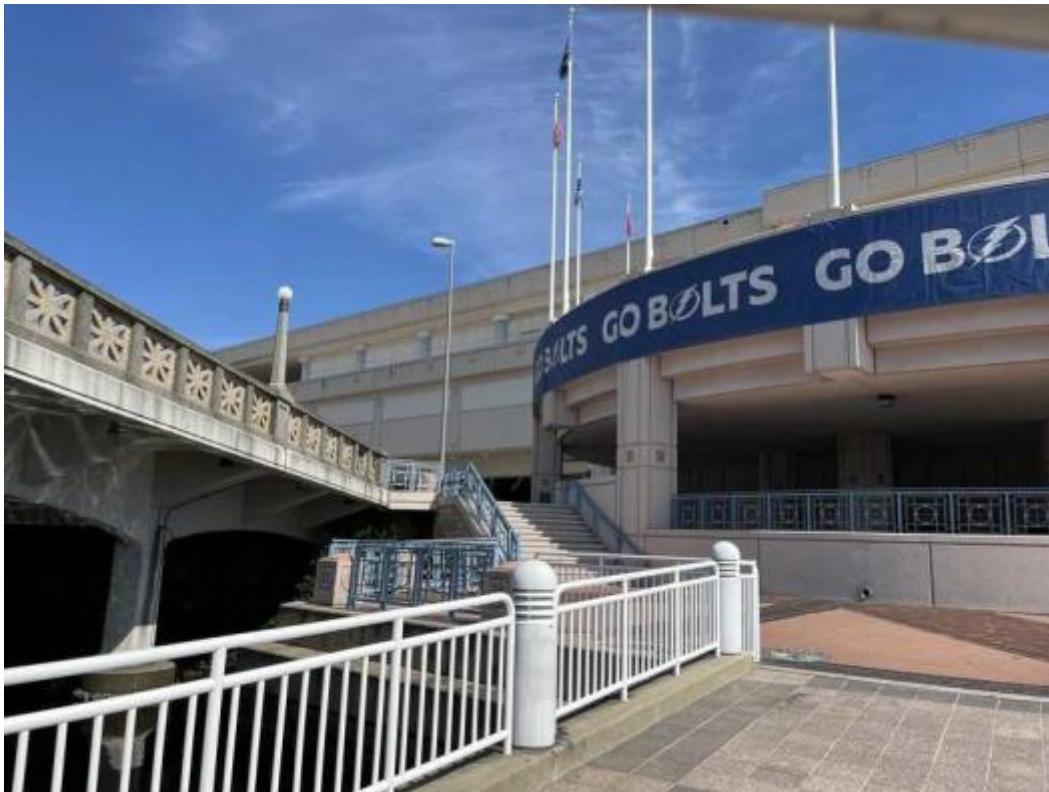
Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

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PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 9-Rear elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 10-Center drive tunnel under 2nd floor

Date Taken: 10/15/2024

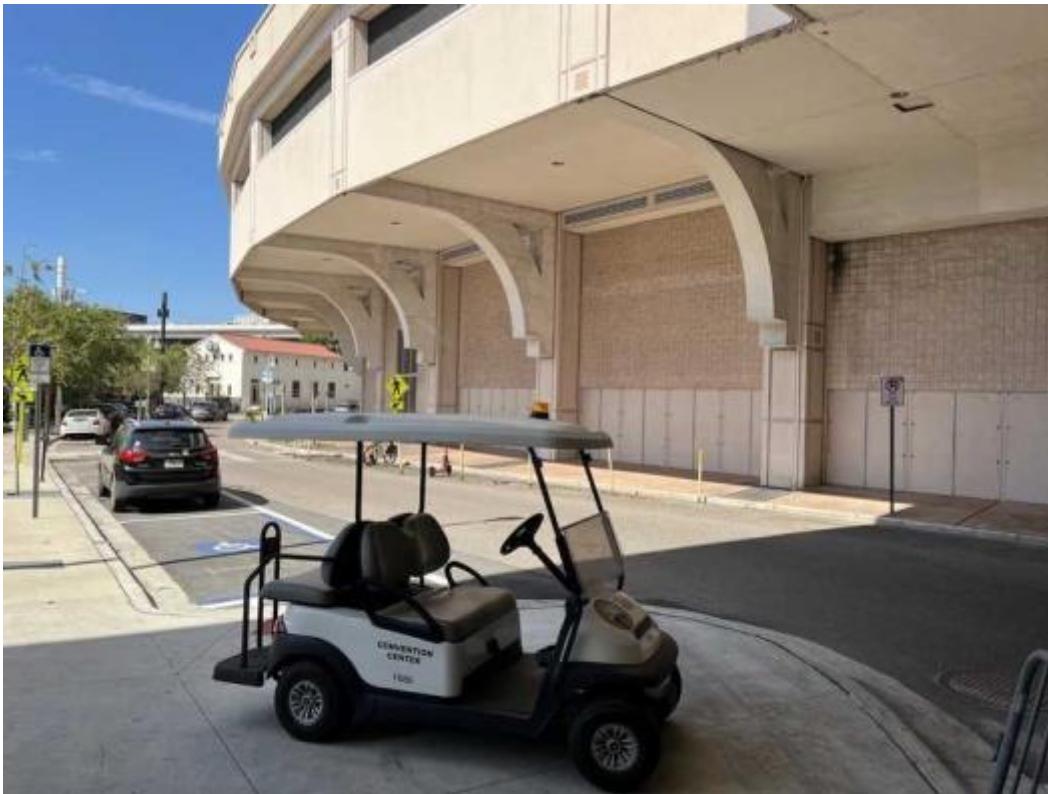
Taken By: David Kelley

Exit of tunnel between the 2 sections of the lower floor. The left side is the loading dock area. The rear of the right side houses the shop and chiller room.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 11-Rear elevation

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level - 12-Rear elevation

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 13-Rear elevation

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level - 14-Rear elevation

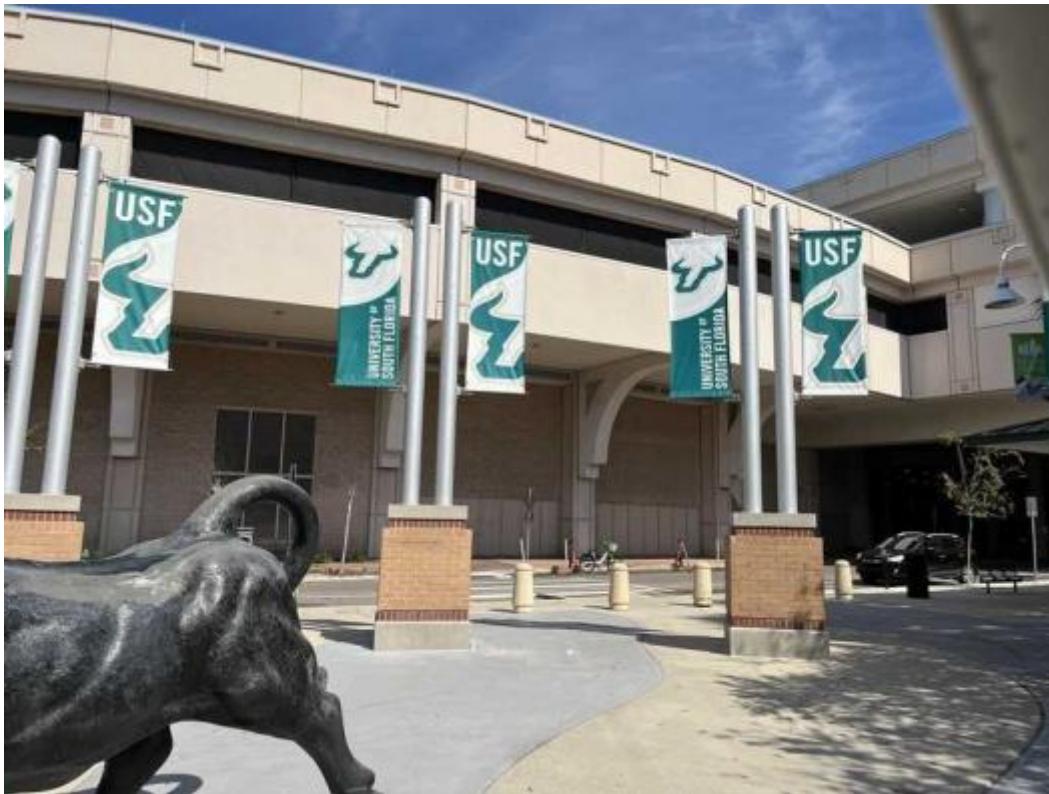
Date Taken: 10/15/2024
Taken By: David Kelley

Please note: the door on the left is the entrance to the Shop and Chiller room.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 15-Rear elevation

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level - 16-Rear elevation

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level - 17-Right elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 18-Right elevation

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
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Claim #: 7800278918
Policy #: 7800278918



Main Level - 19-Right elevation

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level - 20-Exterior water line 48 inches

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level - 21-Interior water line 19 inches

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 22-Chiller room

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

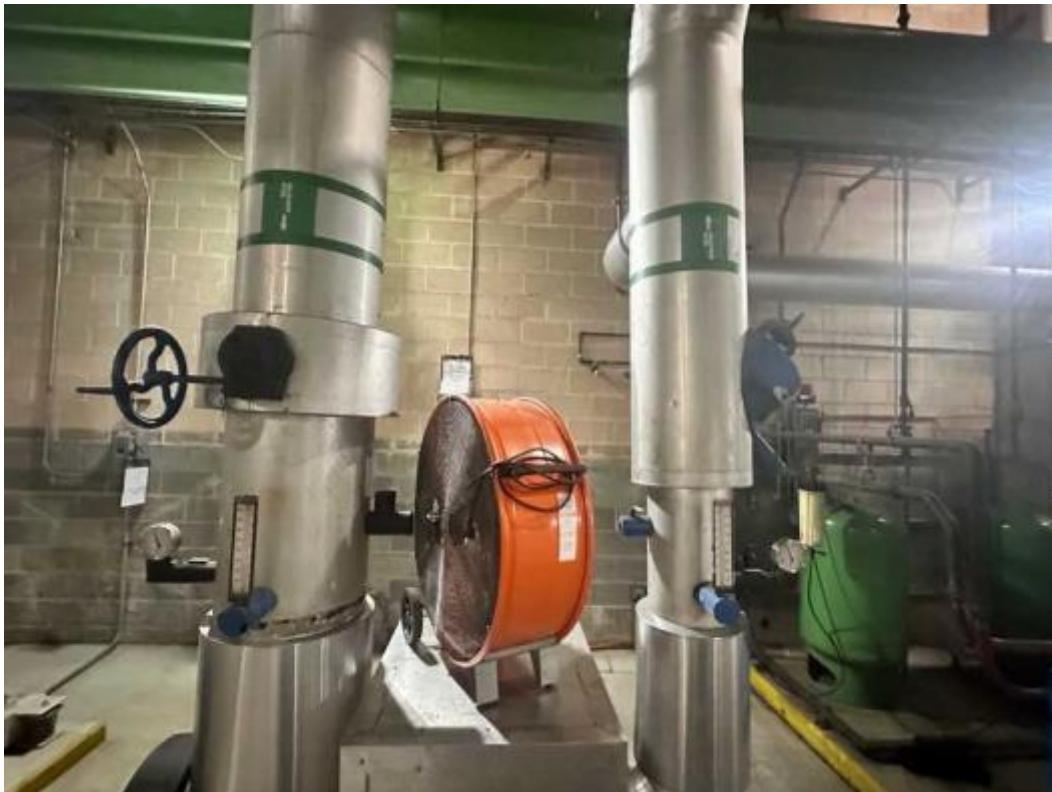
Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 23-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 24-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
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Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 25-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 26-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
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Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Chiller Room - 27-
Chiller room

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 28-
Chiller room

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

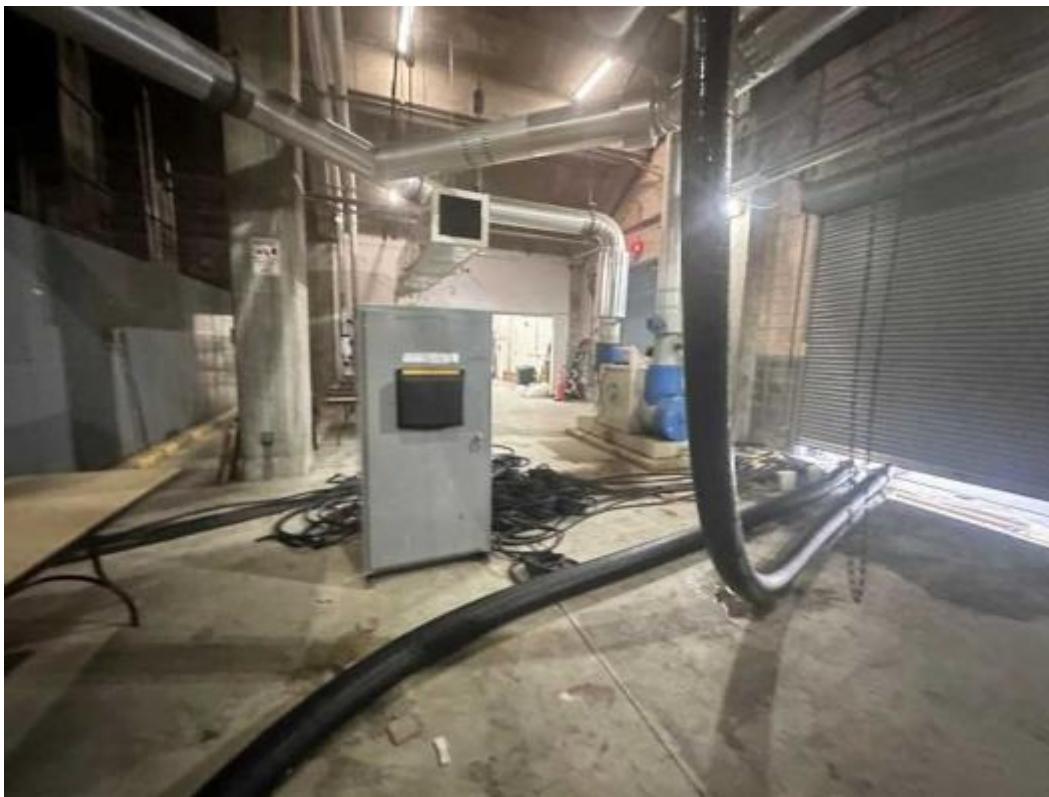
Catastrophe and National Claims
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Mobile, AL 36660

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Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 29-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley



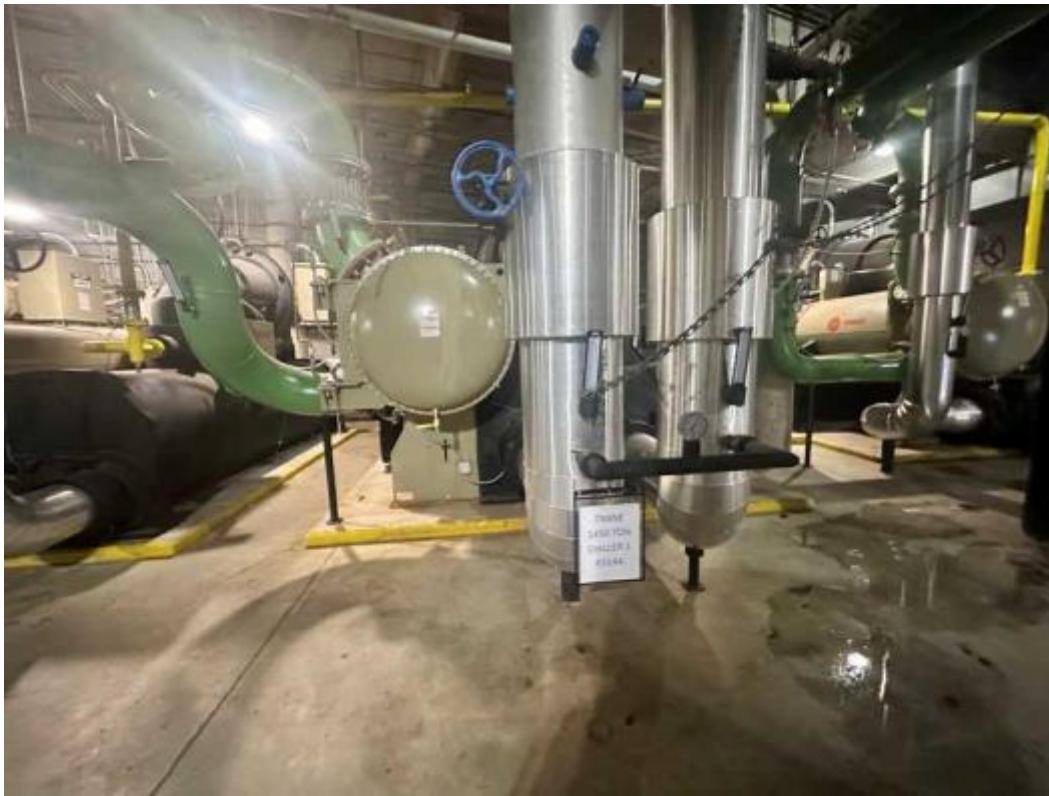
Main Level/Chiller Room - 30-
Chiller room

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918

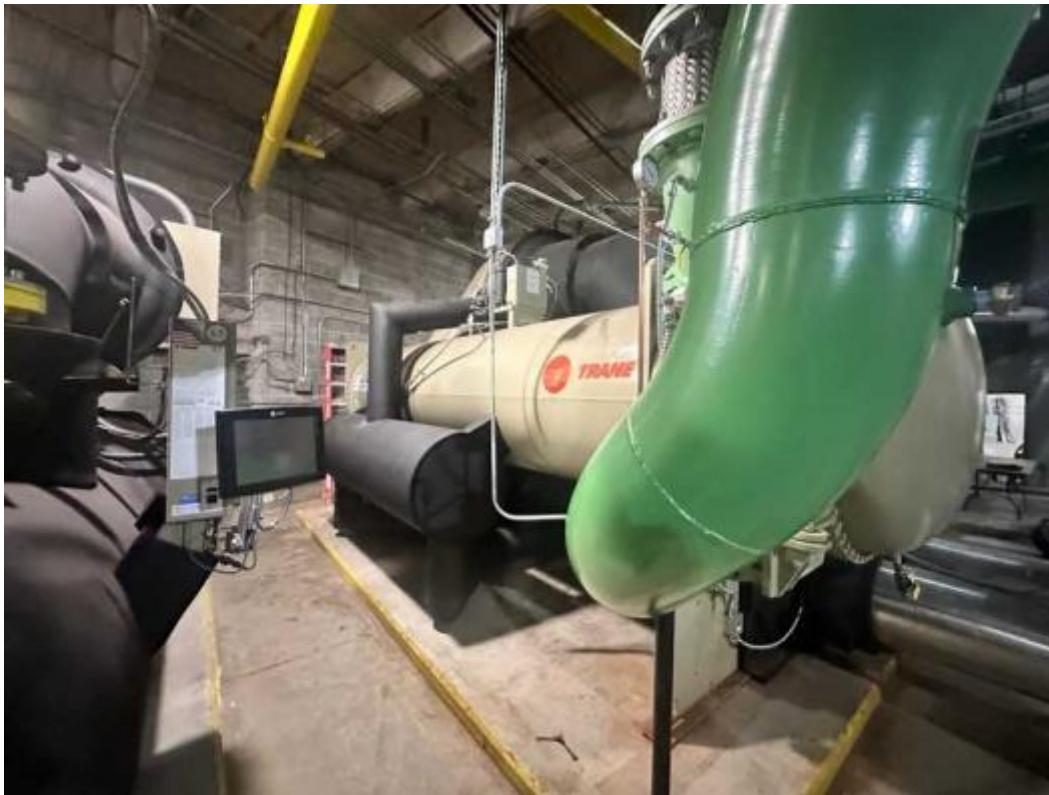


**Main Level/Chiller Room - 31-
Damaged chiller 1 R514A**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVHF1470, Mfg. 01-11-22
Trane Chiller Controller Model No.
CVF147N15P0FE0320EJ7EEHFA00000
00VEIG170L00000JA100BA
S/N L22B00638



**Main Level/Chiller Room - 32-
Damaged chiller 1 R514A**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVHF1470, Mfg. 01-11-22
Trane Chiller Controller Model No.
CVF147N15P0FE0320EJ7EEHFA00000
00VEIG170L00000JA100BA
S/N L22B00638

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 33-
Damaged chiller 1 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVHF1470, Mfg. 01-11-22
Trane Chiller Controller Model No.
CVF147N15P0FE0320EJ7EEHFA00000
00VEIG170L00000JA100BA
S/N L22B00638



Main Level/Chiller Room - 34-
Damaged chiller 1 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVHF1470, Mfg. 01-11-22
Trane Chiller Controller Model No.
CVF147N15P0FE0320EJ7EEHFA00000
00VEIG170L00000JA100BA
S/N L22B00638

Photo Sheet

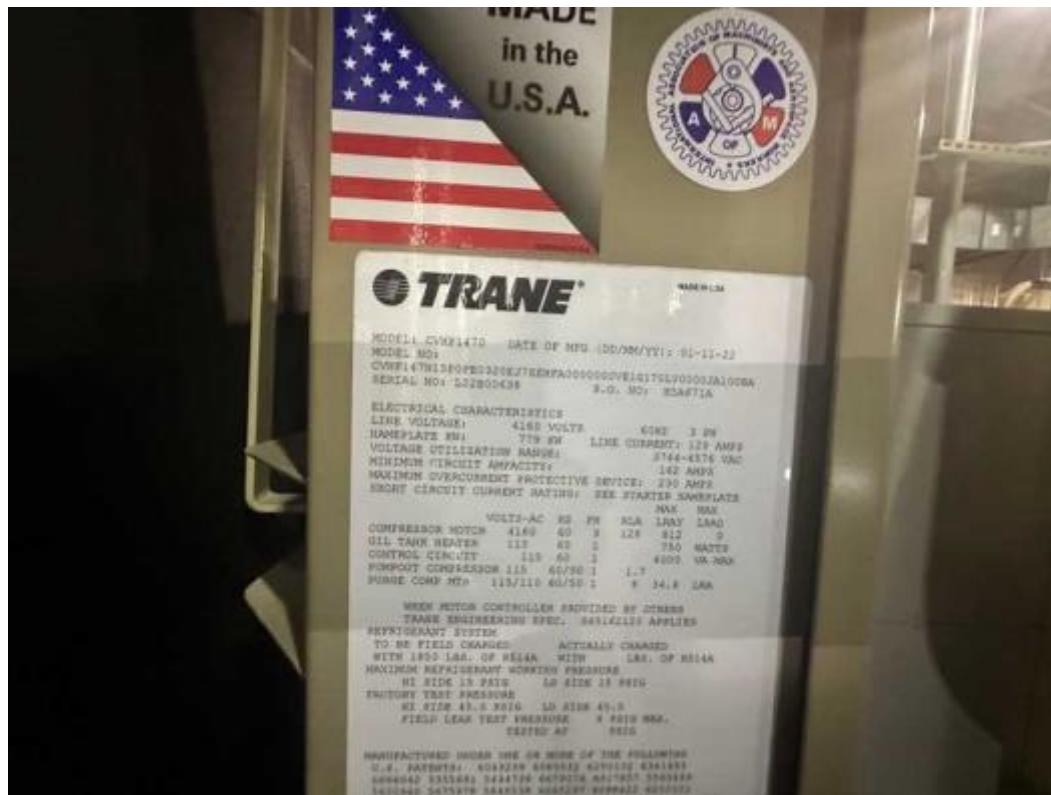
Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Chiller Room - 35-
Damaged chiller 1 R514A MMS

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVHF1470, Mfg. 01-11-22
Trane Chiller Controller Model No.
CVF147N15P0FE0320EJ7EEHFA00000
00VEIG170L00000JA100BA
S/N L22B00638



Main Level/Chiller Room - 36-
Damaged chiller 2 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVMF370, Mfg. 09-02-21
Trane Chiller Controller Model No.
CVMF058N15M0FE024113EJ7EEHFA
00000000VEIG170L00000JA100BA
S/N 17C104124

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 37-
Damaged chiller 2 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVMF370, Mfg. 09-02-21
Trane Chiller Controller Model No.
CVMF058N15M0FE024113EJ7EEHFA
0000000VEIG170L00000JA100BA
S/N 17C104124



Main Level/Chiller Room - 38-
Damaged chiller 2 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVMF370, Mfg. 09-02-21
Trane Chiller Controller Model No.
CVMF058N15M0FE024113EJ7EEHFA
0000000VEIG170L00000JA100BA
S/N 17C104124

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Main Level/Chiller Room - 39-
Damaged chiller 2 R514A MMS**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVMF370, Mfg. 09-02-21
Trane Chiller Controller Model No.
CVMF058N15M0FE024113EJ7EEHFA
0000000VEIG170L00000JA100BA
S/N 17C104124



Main Level/Chiller Room - 40- Damaged chiller 3 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.

CVMF058N15M0FE02000083JE47FA7
0DGG07L0000038100BA
S/N L20L04127

Photo Sheet

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Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



**Main Level/Chiller Room - 41-
Damaged chiller 3 R514A**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.

CVMF058N15M0FE02000083JE47FA7
0DGG07L0000038100BA
S/N L20L04127



**Main Level/Chiller Room - 42-
Damaged chiller 3 R514A**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.

CVMF058N15M0FE02000083JE47FA7
0DGG07L0000038100BA
S/N L20L04127

Photo Sheet

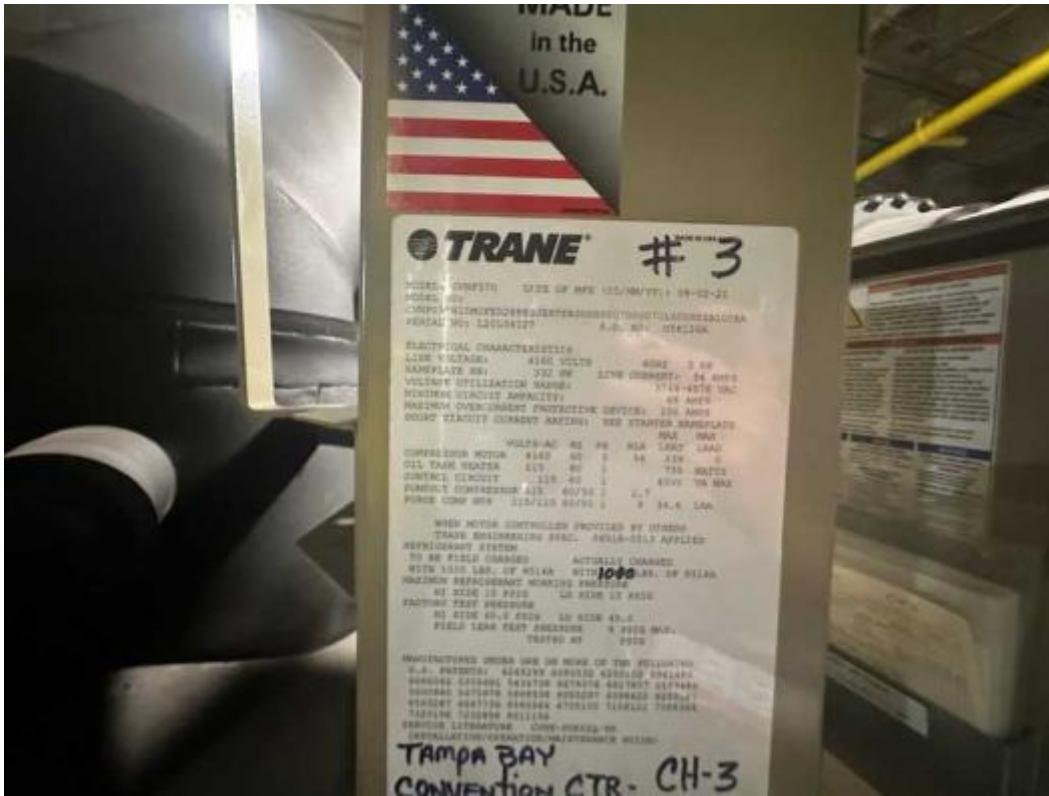
Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Main Level/Chiller Room - 43-
Damaged chiller 3 MMS**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.
S/N L20L04127

CVMF058N15M0FE02000083JE47FA7
0DGG07L0000038100BA
S/N L20L04127



**Main Level/Chiller Room - 44-
Damaged chiller 4 R514A**

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.
CVHF147N15 Serial No: L22B00639

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 45-
Damaged chiller 4 R514A

Date Taken: 10/15/2024

Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.
CVHF147N15 Serial No: L22B00639



Main Level/Chiller Room - 46-
Damaged chiller 4 R514A

Date Taken: 10/15/2024

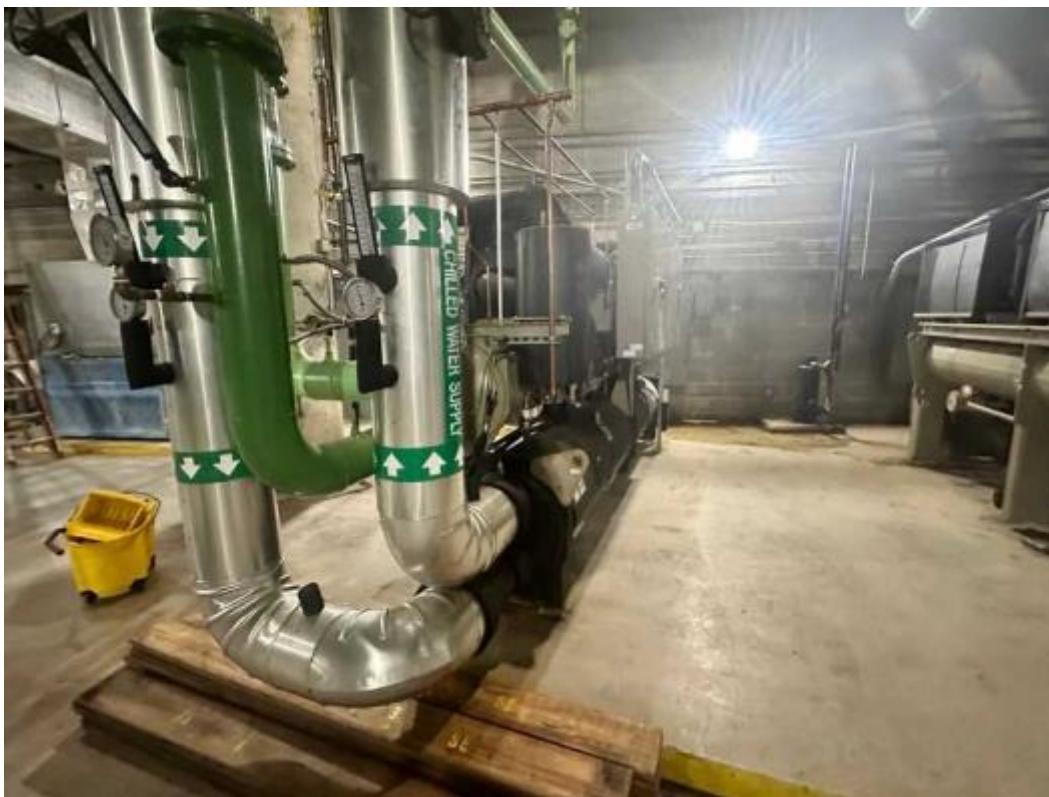
Taken By: David Kelley

Model: CVNF570, Mfg. 05-02-21
Trane Chiller Controller Model No.
CVHF147N15 Serial No: L22B00639

Photo Sheet

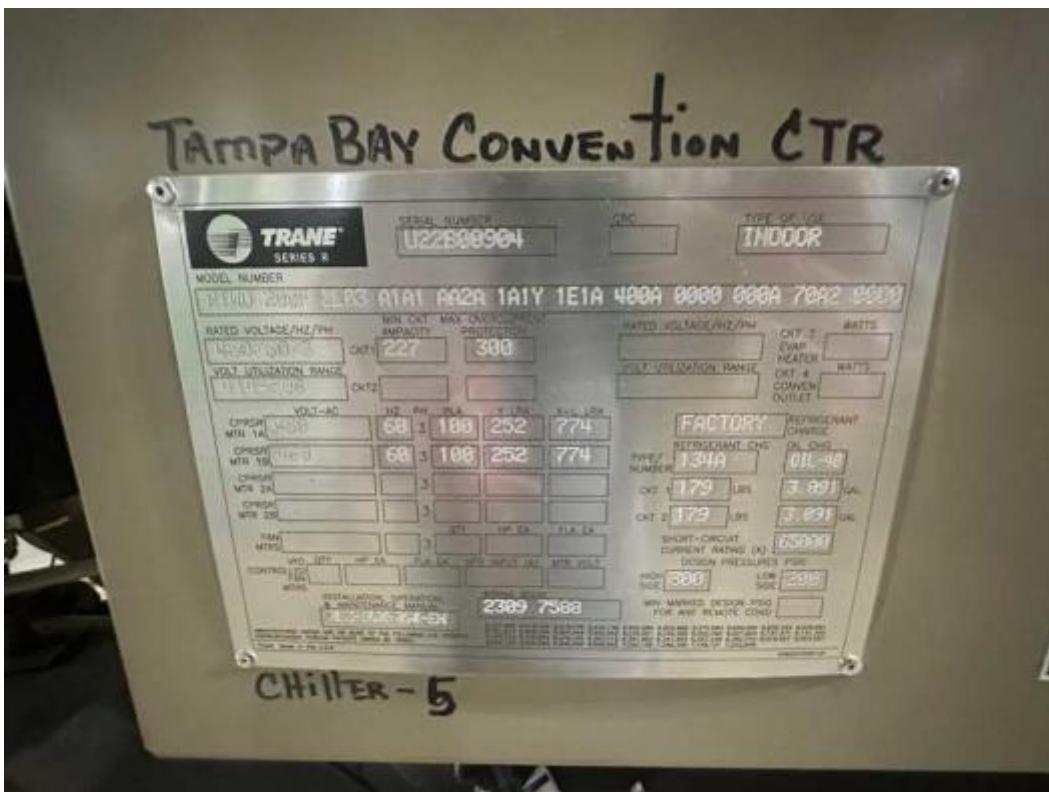
Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 47-
Chiller 5 1

Date Taken: 10/15/2024
Taken By: David Kelley
Still operable.



Main Level/Chiller Room - 48-
Chiller 5 MMS

Date Taken: 10/15/2024
Taken By: David Kelley
Still operable.

Photo Sheet

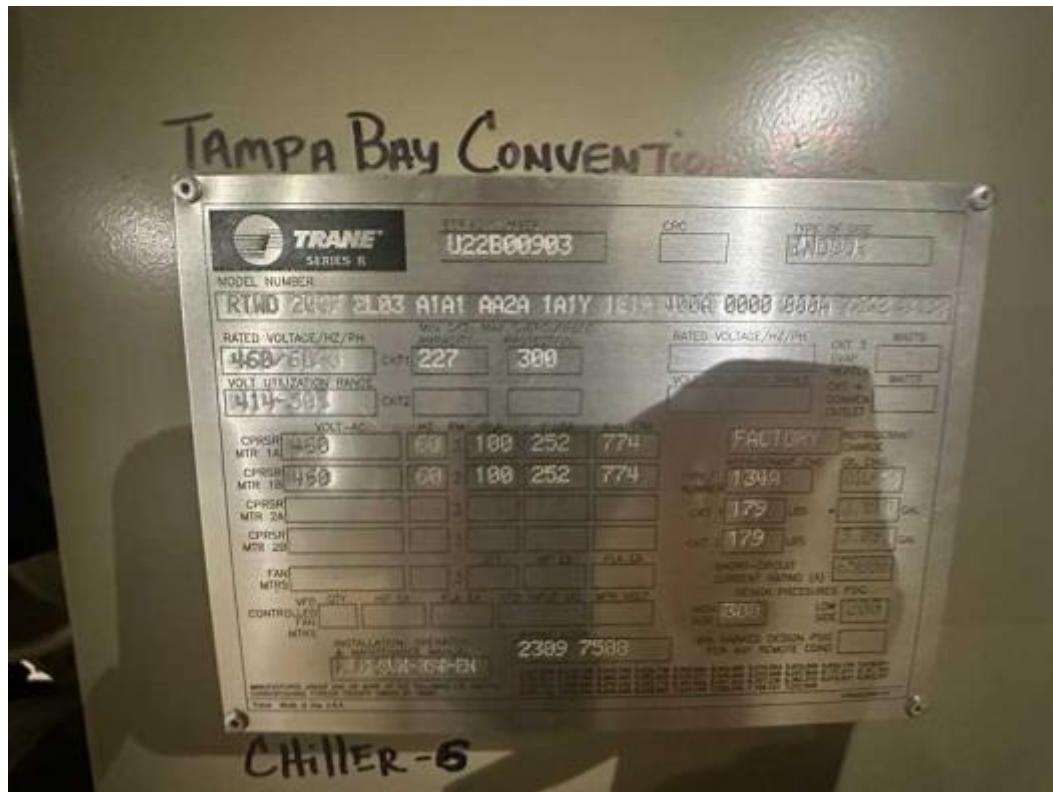
Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 49-
Chiller 6 1

Date Taken: 10/15/2024
Taken By: David Kelley
Still operable.



Main Level/Chiller Room - 50-
Chiller 6 MMS

Date Taken: 10/15/2024
Taken By: David Kelley
Still operable.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 51-
Control panels

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 52-
Control panels information

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 53-
Control panels

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 54-
Ampgard Medium Voltage
Control 1

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 55-
Ampgard Medium Voltage
Control 1 MMS

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 56-
Ampgard Medium Voltage
Control 2

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 57-
Ampgard Medium Voltage
Control 2 MMS

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 58-
Ampgard Voltage Controls -
chiller 3

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 59-Ampgard Voltage Controls

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 60-Ampgard Voltage Controls chiller 2

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 61-
Chiller room - compressor

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 62-
Chiller room - compressor MMS

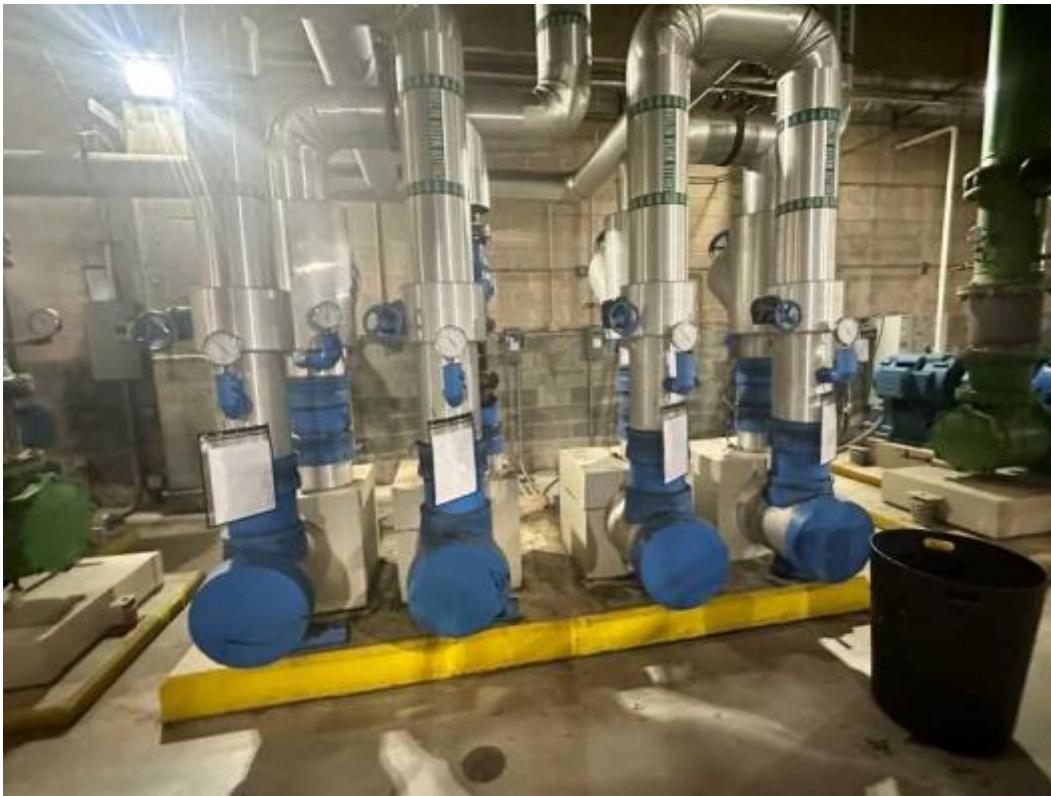
Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 63-
Transport pumps 1-4

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 64-
Transport Pumps 5 and 6

Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

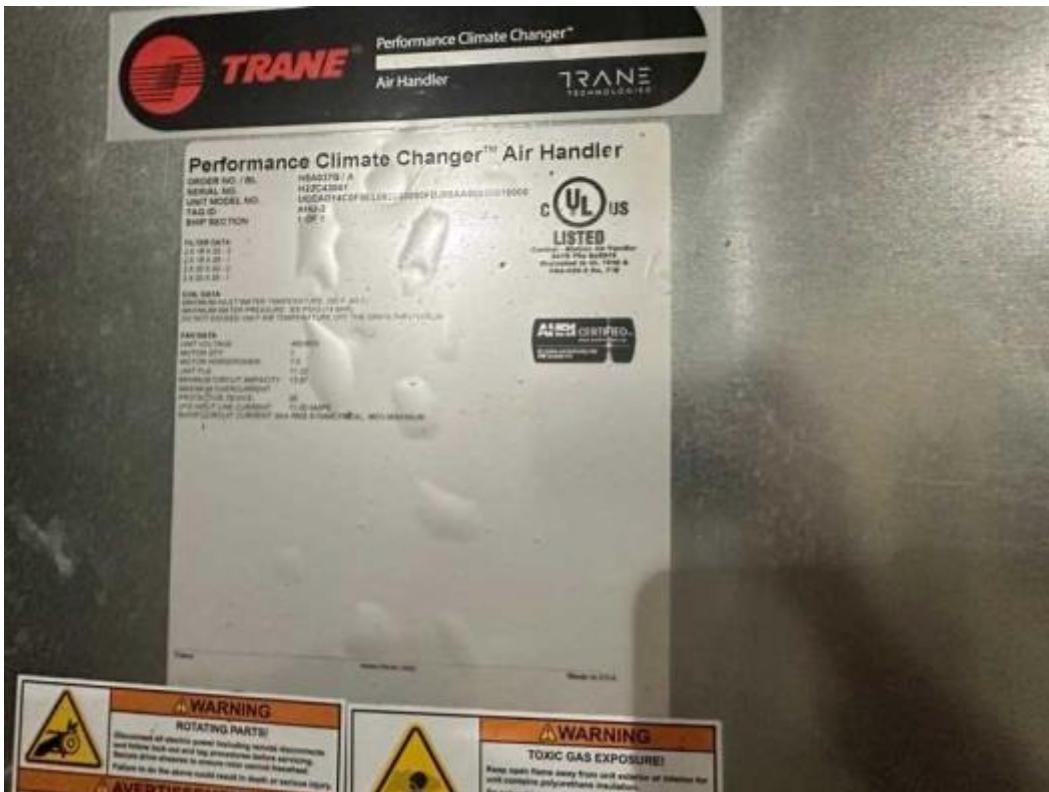
Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 65-
Air handler 1

Date Taken: 10/15/2024

Taken By: David Kelley



Main Level/Chiller Room - 66-
Air handler MMS

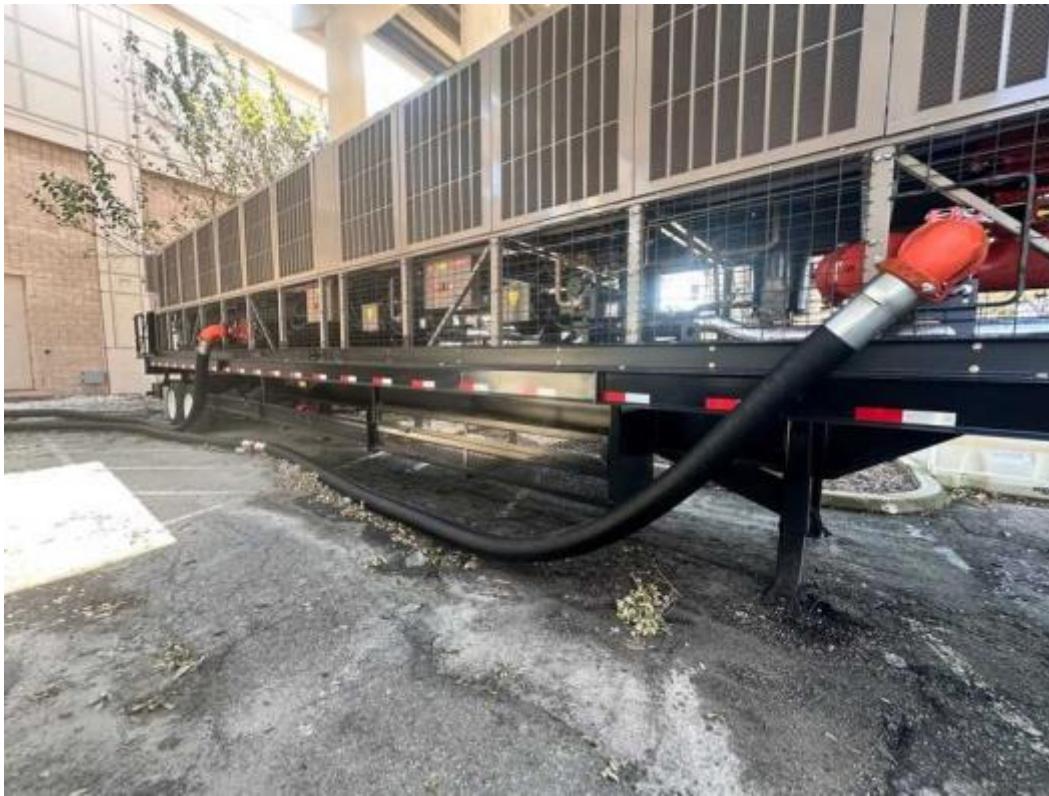
Date Taken: 10/15/2024

Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



Main Level/Chiller Room - 67-
Rented Chiller

Date Taken: 10/15/2024
Taken By: David Kelley



Main Level/Chiller Room - 68-
Rented Chiller

Date Taken: 10/15/2024
Taken By: David Kelley

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Office - 69-Chiller room office

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Office - 70-Chiller room office

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Office - 71-Chiller room office

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Office - 72-Chiller room office

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918

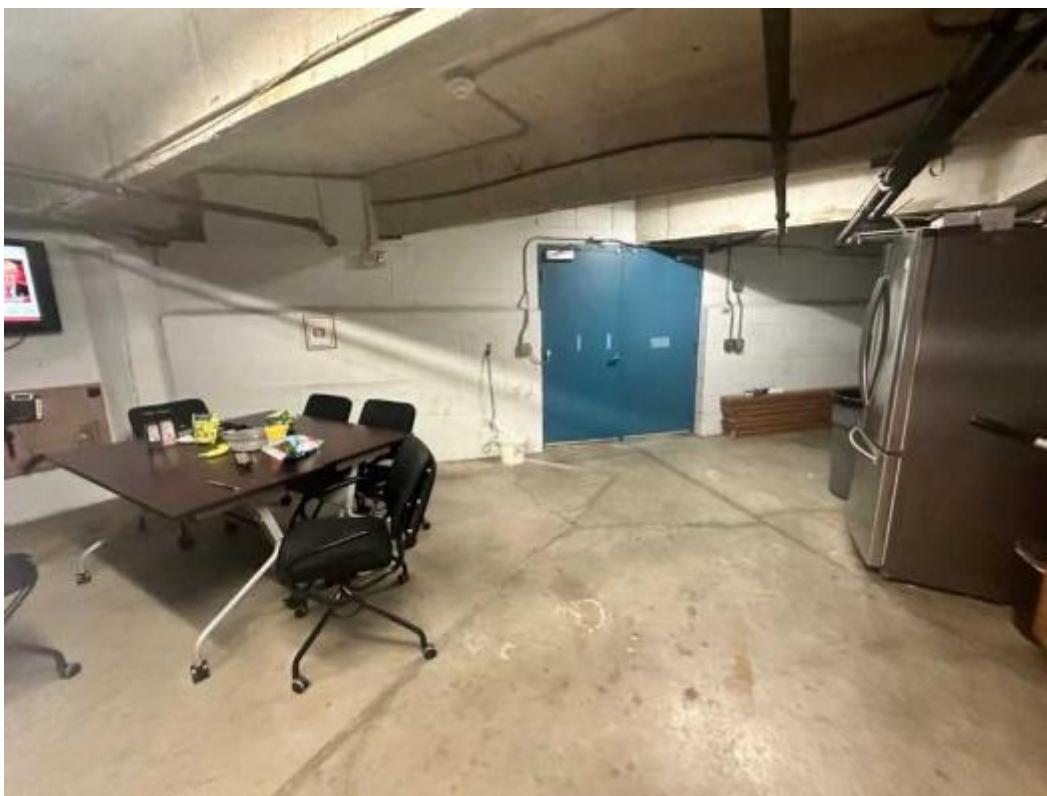


**Main Level/Break Area - 73-
Shop - entrance**

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



**Main Level/Break Area - 74-
Shop - entry doors**

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Break Area - 75-Shop - Refrigerator and cabinets 2

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Break Area - 76-Shop - kitchen area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

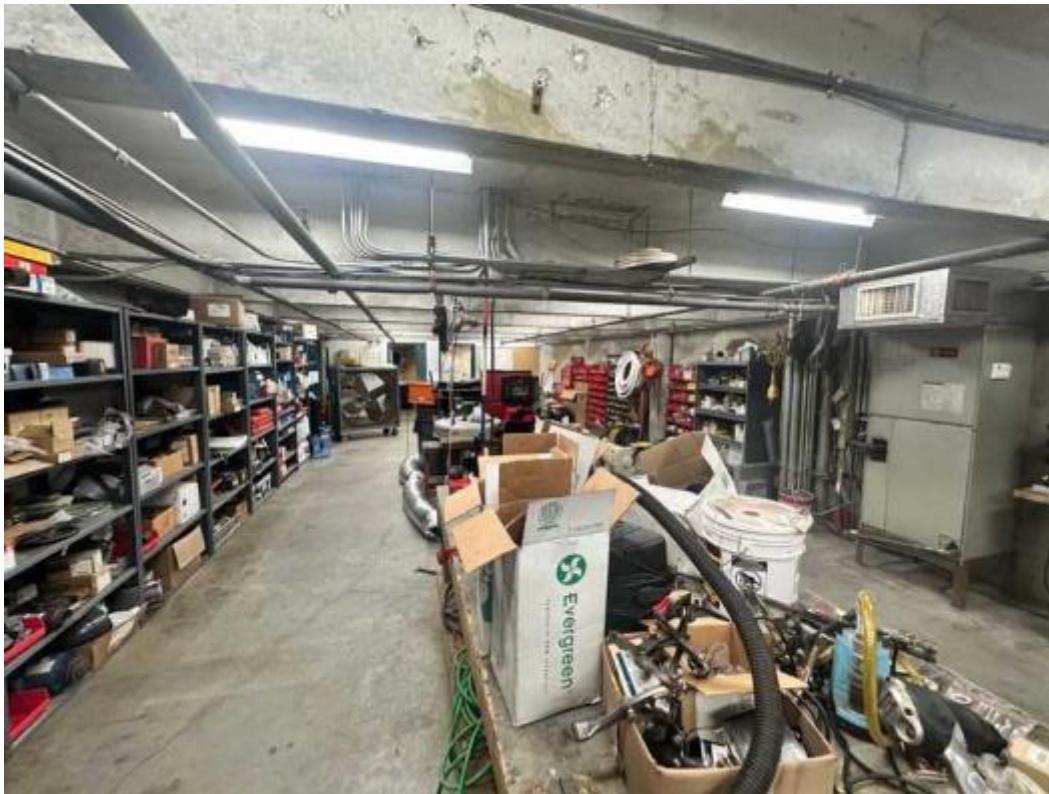
Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Shop - 77-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Shop - 78-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Shop - 79-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Shop - 80-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Shop - 81-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Shop - 82-Shop - Tool area

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Tool Room - 83-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Tool Room - 84-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918

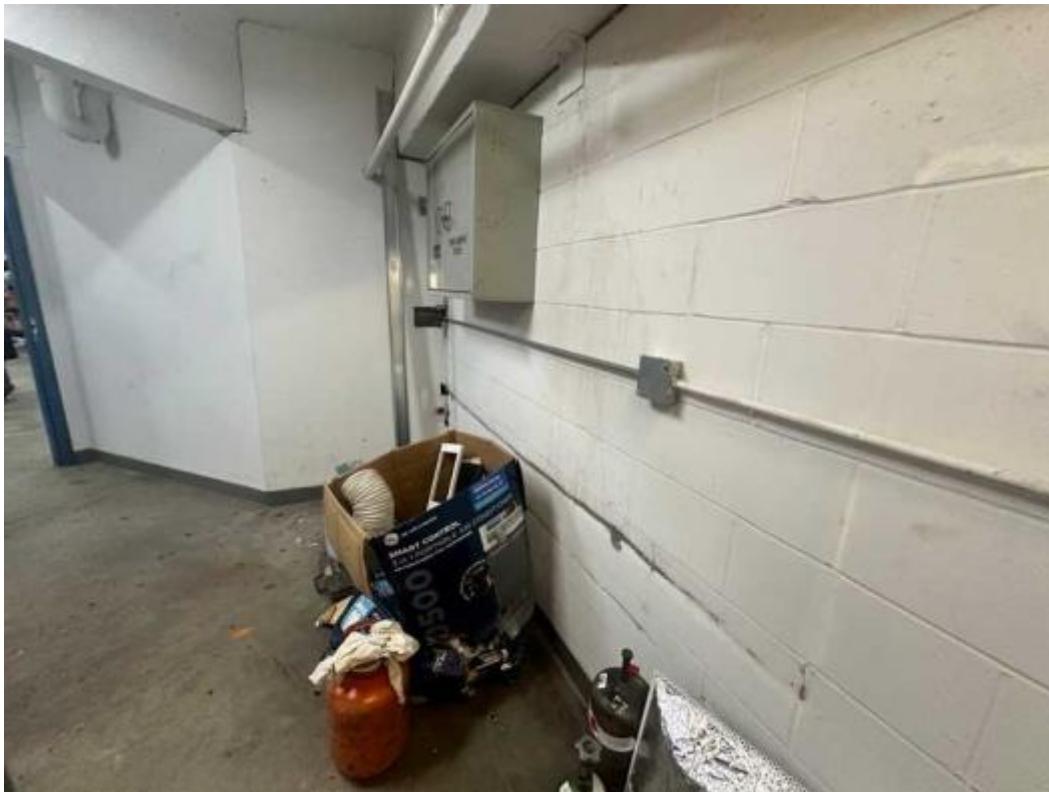


Main Level/Tool Room - 85-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Tool Room - 86-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



Main Level/Tool Room - 87-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.



Main Level/Tool Room - 88-Shop - Tool Room

Date Taken: 10/15/2024

Taken By: David Kelley

Clean and dry out foundation elements.
Post-firm elevated restrictions apply.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 89-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 90-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 91-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 92-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 93-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 94-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

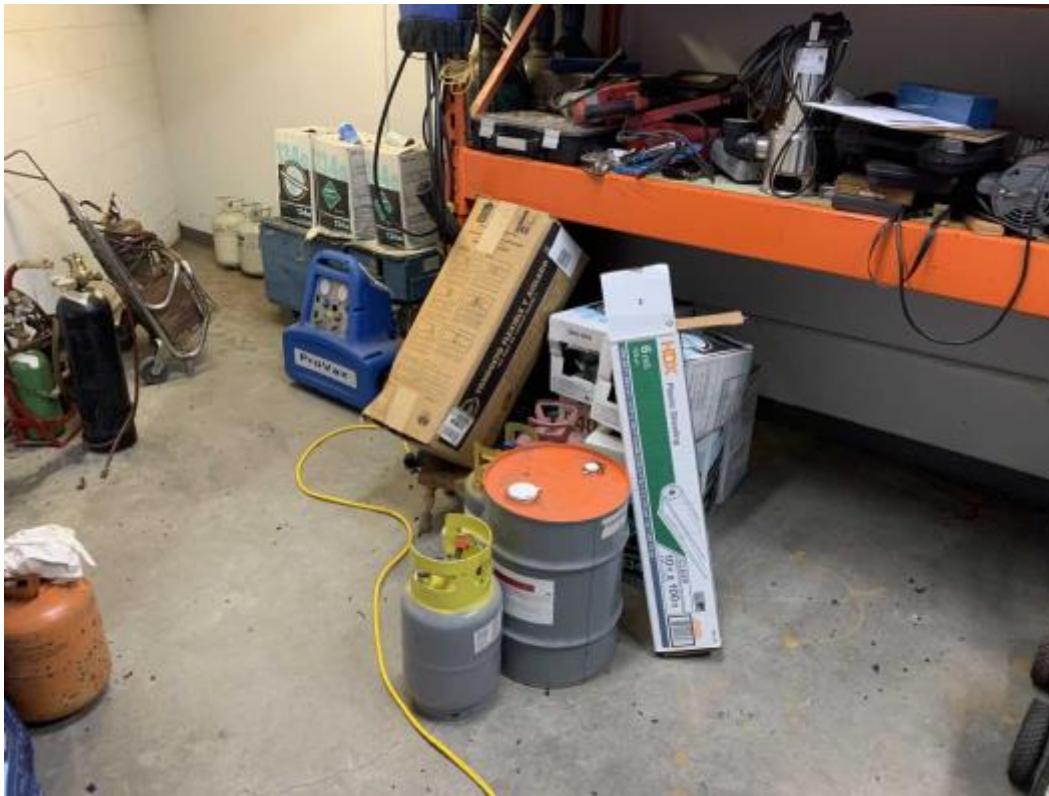
Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918

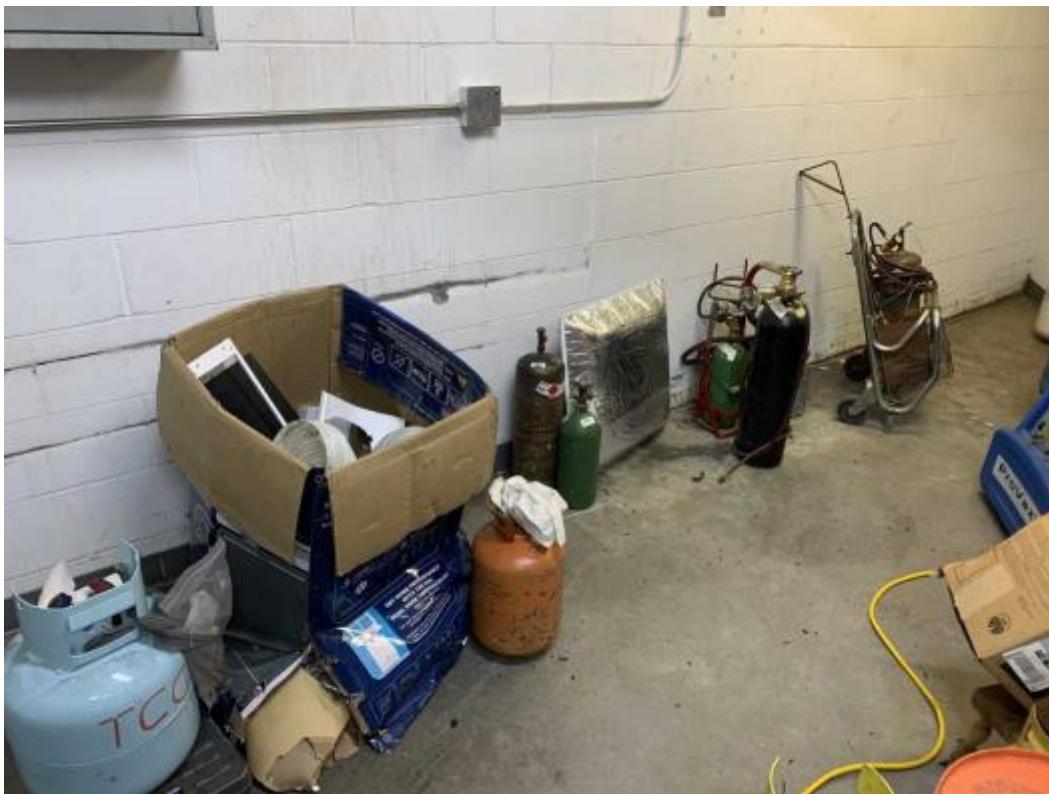


**Insureds contents photos - 95-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 96-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

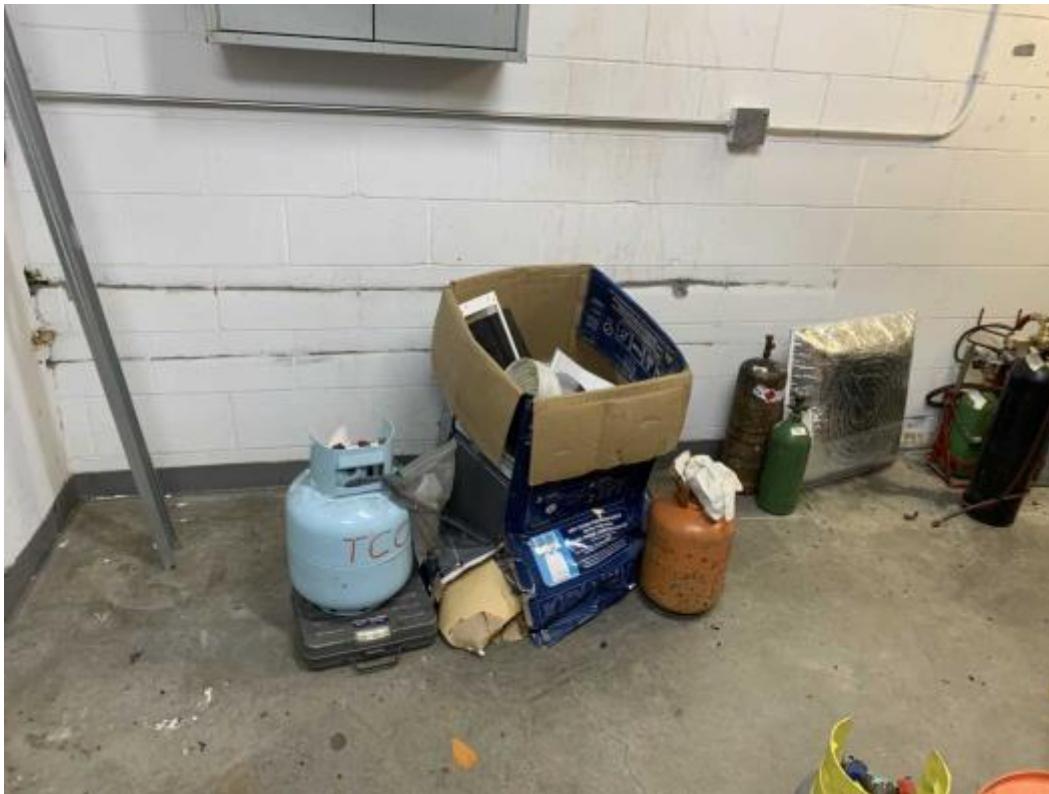
Catastrophe and National Claims

PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 97-
Damaged contents**

Date Taken: 10/15/2024

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 98-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 99-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 100-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 101-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 102-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

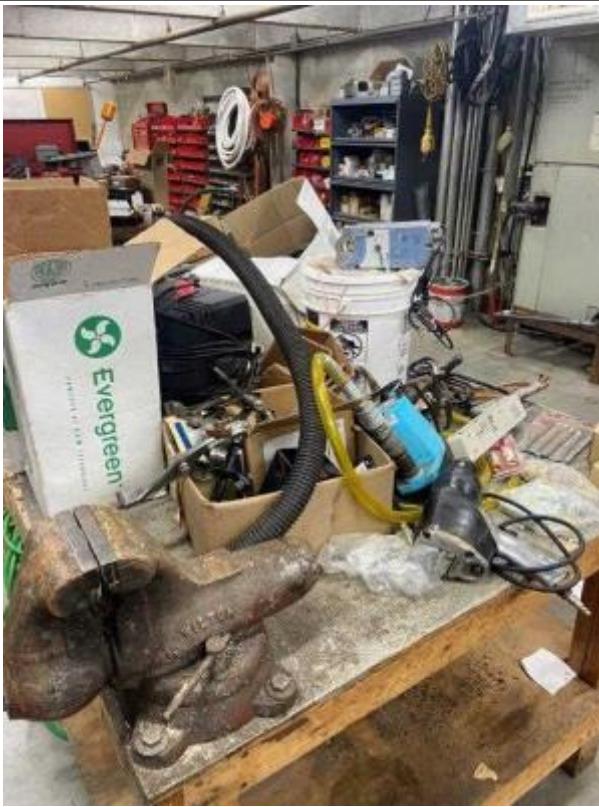
Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 103-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 104-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 105-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 106-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918

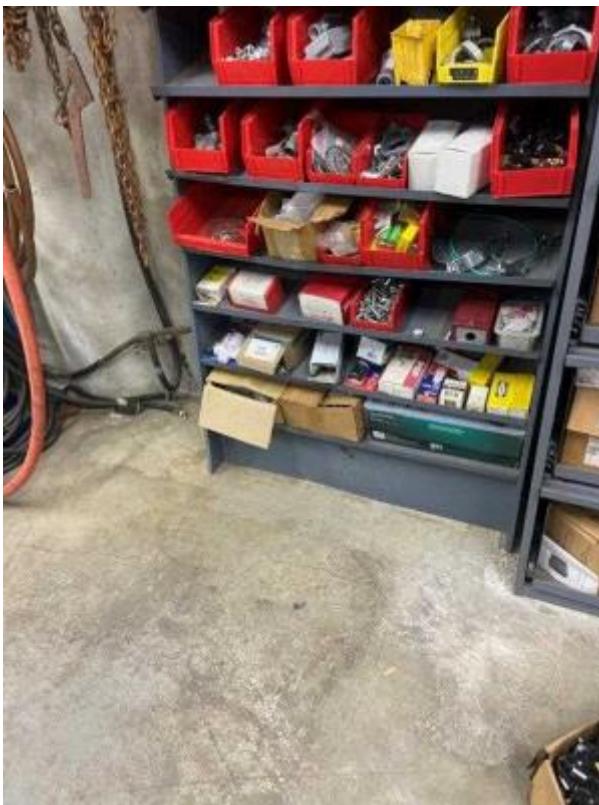


**Insureds contents photos - 107-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 108-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 109-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 110-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 111-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 112-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 113-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 114-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

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PO Box 6842
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Insured: CITY OF TAMPA

Claim #: 7800278918

Policy #: 7800278918



**Insureds contents photos - 115-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.



**Insureds contents photos - 116-
Damaged contents**

Date Taken:

Taken By: Insured

Damaged contents Post firm elevated restrictions apply these contents are excluded due to restrictions.

Photo Sheet

Catastrophe and National Claims
PO Box 6842
Mobile, AL 36660

Insured: CITY OF TAMPA
Claim #: 7800278918
Policy #: 7800278918



**Insureds contents photos - 117-
Damaged contents**

Date Taken:
Taken By: Insured

Damaged contents Post firm elevated
restrictions apply these contents are
excluded due to restrictions.

Abed Pompa
City of Tampa Convention Center
333 South Franklin Street
Tampa, FL 33602
Abed.pompa@thetampacc.com
Cell (813) 344-8806

December 5, 2024

Subject: Repair or replacement for Chiller 1, 2 and 3 at TCC, IPS Proposal 40026159

Dear Abed,

Thank you for trusting IPS to replace the controller for Chiller No. 4 that was badly damaged during a flood.

IPS offers this quote to repair or to replace the remaining three (3) Trane/Eaton Chiller Reduced Voltage Motor Starters for Chillers No. 1., No. 2 and No. 3.

Chiller No. 4 starter is being replaced because it had been determined that repair parts lead time was 60 weeks and cost of parts with labor to repair that unit would exceed the cost of replacing the starter.

We understand that the standing water during flood reached almost to the top of the lower compartments approximately 30" above the finished floor.

SITE:
Tampa Convention Center
333 South Franklin Street
Tampa, FL 33602

CONTACT:
Abed Pompa
Abed.pompa@thetampacc.com
Cell (813) 344-8806

1.0 EXISTING FLOOD DAMAGED CHILLER MOTOR CONTROLLERS

1.1 EXISTING STARTER FOR CHILLER NO. 1

Model: CVHF1470, Mfg. 01-11-22

Trane Chiller Controller Model No.

CVF147N15P0FE0320EJ7EEHFA0000000VEIG170L00000JA100BA

S/N L22B00638 S.O. NO: H5A871A

Voltage 4160V, 779kW, 129A

400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure.

Compressor Motor 4160V 128RLA 812LRA

Oil Tank Heater Circuit 115VAC x 750W

Control Circuit 115V x 4000VA

Pump Out Compressor 115VAC x 1.7RLA

Purge Compressor Motor 115VAV x 8RLA (34.6LRA)

1.2 EXISTING STARTER FOR CHILLER NO. 2

Model: CVMF370, Mfg. 09-02-21

Trane Chiller Controller Model No.

CVMF058N15M0FE024113EJ7EEHFA0000000VEIG170L00000JA100BA

S/N 17C104124 S.O. NO: M5K124A

Voltage 4160V, 779kW, 129A

400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure.

Compressor Motor 4160V 54RLA 335LRA

Oil Tank Heater Circuit 115VAC x 750W

Control Circuit 115V x 4000VA

Pump Out Compressor 115VAC x 1.7RLA

Purge Compressor Motor 115VAV x 8RLA (34.6LRA)

1.3 EXISTING STARTER FOR CHILLER NO. 3

Model: CVNF570, Mfg. 05-02-21

Trane Chiller Controller Model No.

CVMF058N15M0FE02000083JE47FA70DGG07L0000038100BA

S/N L20L04127 S.O. NO: N5K126A

Voltage 4160V, 332kW, 54A

400A Rated, 101 to 150.9 Amps Running, 120VAC Control Power, NEMA 1 Enclosure.

Compressor Motor 4160V 54RLA 339LRA

Oil Tank Heater Circuit 115VAC x 750W

Control Circuit 115V x 4000VA

Pump Out Compressor 115VAC x 1.7RLA

Purge Compressor Motor 115VAV x 8RLA (34.6LRA)

2.0 TYPICAL REPAIR PARTS (Eaton Brand) For Ampgard MV Controller based on Chiller 2

Models CVST0054NCF600F0AAC1000A0

Type SL72B4SH3LANL7MTR25 AC Contactor / GO No. RCTR11976-1

- (1) Vacuum Bottle Sub Assy: 2147A58G02
- (1) Main Coil 120VAC: 2147A58G61
- (1) Control Circuit Board: 2147A58G03
- (1) Control Power Transformer: C40E1D1FT
- (2) Control Power Primary Fuses: 2147A11G55
- (3) Main Fuses: 130-4R
- (1) Current Transformer: 750:1 4A36845G04
- (1) Current Transformer: 150:5 54A1303G02
- (2) Small Auto Transformer Open Style Eaton PTE0F6, 4200V, MQPZ410,
Cat No. PT41601NANANA120NAA1XXXX
- (1) Large Auto Transformer Open Style Eaton PTE0F7, 4200V, MQPZ411,
Cat No. PT41601NANANA120NAA2XXXX

3.0 REPAIR WORKSCOPE:

- Trip to confirm all repair parts are correct
- Verify all parts against Eaton / Trane service manual
- Order repair parts
- Receive and test repair part autotransformers with TTR and megger
- Return To Tampa Convention Center to repair controllers
- LOTO 4160V feeder circuit each controller to assure it is electrically safe
- Take detail pictures of each controller sub assembly
- Check wiring against service manual control diagram
- Remover all parts in lower compartments of each controller.
- Mount new auto transformers and associated parts in lower compartments
- Verify all connections
- Remove LOTO
- Work with local Trane service technician to start up each chiller using repaired controllers.

4.0 NOTE:

- Repair parts will take approximately 58 weeks to ship to us after we order
- It will take 3 weeks for IPS to verify all parts are correct and the 2 weeks to schedule the repair
- All work is estimated for weekday work
- We estimate 2 working days to repair each controller
- Trane service technician needs to be arranged and paid for by Tampa Convention Center
- Warranty is 1 year on parts and labor for only the controllers replacement parts but not unreplaceable parts or the Trane Chillers.

5.0 EACH PRICE PER CONTROLLER FOR REPAIR \$119,500.00

6.0 PRICE TO REPAIR ALL THREE CONTROLLERS CONSECUTIVELY \$350,000.00

7.0 OPTION COMPLETE REPLACEMENT FOR ALL CONTROLLERS:

7.1 REPLACEMENT STARTER:

WEG Panel SSW7000C125T411N2 / Cat No. SSW7000C

NEMA 1-12 Enclosure

Adapted and wired for above existing equipment in the field

7.2 WORKSCOPE:

- Arrange a one-week chiller shutdown with Tampa Convention Center
- Remove existing Trane Controller Line Up
- Install new WEG controller
- Connect appropriate controls

7.3 TEST AND COMMISSIONING:

- Test and Commission with Trane Chiller People.
- Trane chiller technician(s) not included but would be needed for up to one day

7.4 NOTE:

- New WEG Units to be shipped directly from WEG to Tampa Convention Center
- TCC to receive and to stage the new controllers near the existing controllers
- IPS would inspect these new controllers for concealed damage before proceeding
- Lead time is approximately 12 weeks after order is received
- Installation could be completed about 2 weeks after delivery.
- Work to be done during consecutive weekdays
- Record Drawings and O&M Manuals would be furnished in 4 to 6 weeks after installation

7.5 EACH PRICE PER CONTROLLER FOR REPLACEMENT \$125,500.00

7.6 PRICE TO REPLACE ALL THREE CONTROLLERS CONSECUTIVELY ... \$342,000.00

Thanks for asking IPS to quote this important work.

Sincerely,

Walt

Walt Dinse

Sr. Application Engineer
IPS Powerserve
5070 Swindell Road
Lakeland, FL 33810
walt.dinse@ips.us
cell (813) 836-8740

Copy:

Zeljko Ljuna: IPS Sales Representative Tampa
Matthew Stewart: IPS PS General Manager Lakeland

Attached Terms of Sale:

CONFIRMATION:

This is our quote for the IPS Power Serve Technical Field Services work that you have requested. All orders or work scheduled to be completed must be accompanied by a P.O. or alternate payment information to secure the requested date(s). There are three ways to order the service and/or material quoted above:

Option 1: PURCHASE ORDER: Assuming that your company is a recognized customer has been extended credit by IPS: Please email a Purchase Order referring to this quote.

Option 2: SIGN THE QUOTE: Assuming that your company is a recognized customer has been extended credit by IPS: In lieu of a formal PO you may sign, add your reference number (required), scan and email this quote back to me.

Option 3: CREDIT CARD PURCHASE: This option is subject to a 3% order surcharge and approval of your credit card. If you have not established credit terms with IPS you may place an order by calling me or our office to convey the last 4 digits of a credit card, expiration date and billing address. After that you would be emailed from a third party (EBiz, please look for this in your junk emails also) with a secure link. You would open that link to share your credit card information. Your credit card would then be verified for the total amount of the purchase. Credit Card would not be charged until the service is provided and/or until you receive the ordered material.

TAX EXEMPT ISSUE: Our quotes are quoted without tax applied; however, IPS is required by law and is audited often to assure tax is charged. IPS customers must provide IPS a current sales tax certificate(s) for all states in which they are exempt, unless your company pays sales taxes. Your company will be charged tax if a current Tax Exemption Certificate has not been sent with your PO or is not on file at IPS.

TAX DELAYS TO ORDER: Your PO may be delayed for IPS to search for or to ask you for a Tax Exemption Certificate.

ADDED CHARGES: Should your company underpay to deduct for taxes charged because you feel that the order is tax exempt after IPS has invoiced then there will be a \$500.00 fee applied when we reinvoice. We would then not reinvoice without a current Tax Exemption Certificate. Late payment charges would also apply while this reinvoicing process is underway or 1.5% per month would be reinvoiced for late payments beyond agreed to credit terms for any reason.

If you have any questions, comments, or concerns, please let me know, or contact our IPS Power Serve Lakeland FL Office or Technical Field Services Sales Representative.

GENERAL NOTES: This Quotation and the transactions related hereto are governed by these abbreviated Terms of Sales as well as posted Terms and Conditions on IPS Website: [Terms and Conditions - USA - Integrated Power Services \(ips.us\)](https://www.ips.us/Terms_and_Conditions - USA - Integrated_Power_Services_(ips.us))

- Any non-standard terms or conditions contained in any purchase order, agreement or other document, which are inconsistent with, or in addition to, this document or terms posted on our website are initially rejected. Any request for review of such non-standard, inconsistent, or additional terms will delay processing the order.
- Any exceptions to these Terms of Sale or Integrated Power Services LLC Standard Terms and Conditions of Sale, by special contract or by purchase order, must be agreed to in writing and signed by an authorized officer of Integrated Power Services LLC.

- No amendment to these Terms of Sale and Integrated Power Services LLC Standard Terms and Conditions of Sale is valid unless in writing and signed by an authorized officer of Integrated Power Services LLC.
- In the event of any conflict between these Terms of Sale and Integrated Power Services LLC Standard Terms and Conditions of Sale, the Integrated Power Services LLC Standard Terms and Conditions of Sale shall govern.

GENERAL LINKS:

- [Terms and Conditions - USA - Integrated Power Services \(ips.us\)](#)
- [Integrated Power Services, LLC-Electronic Credit Application \(bectran.com\)](#)
- [Tax Exempt Certificates & Credit Applications – TAW \(tawinc.com\)](#)
- [W9s – TAW \(tawinc.com\)](#)

ABBREVIATED TERMS AND CONDITIONS FOR SERVICE:

- All work quoted shall be mutually scheduled.
- IPS Technicians have been hired by IPS for 1st shift weekday work and operated from 7:00AM through 3:30PM on site and including travel time from our Lakeland Shop. If any other schedule is needed, please advise so that the quote can be modified accordingly.
- If work is required to be done outside of our normal working hours on site to include travel time to Lakeland or to a hotel it would be charged at a 50% premium for overtime hours.
- There is no allocation for overtime in this quote beyond what is quoted, any delay time would be considered as extra work and would be billed accordingly.
- Rate will depend on time of day (Weekdays are Straight Time, Nights are Time and One Half, Sundays or IPS PS Holidays are Double Time)
- Work is quoted to be started & performed continuously until completed unless previously scheduled differently.
- Work/Repairs outside of quoted scope shall be requested in writing and agreed upon in writing prior to any additional work being performed. In the event IPS encounters problems or additional repairs during service requiring extra cost, IPS will promptly notify you and a Change Order must be issued.
- Delays outside of our control include, but are not limited to, rain, acts of God, customer rescheduling, switching or power company delays, safety training delays, etc., and shall require additional billing.
- Cancellations made without 96 hours' notice for scheduled site work, may be subject to a fee of up to 10% because of other displaced business and will require a Change Order.
- Cancellations or scope changes to quoted equipment and order engineering that cause IPS to incur additional fees will be passed to the purchaser.

- Quoted Price & Lead times are subject to equipment availability at order placement.
- Freight costs will be included in material pricing in our quote, unless otherwise noted.
- FOB terms are "point of shipment", claims for damage to be filed by the purchaser.
- Misapplied equipment, parts or material are not warrantied.
- IPS shall not be held liable for manufacturers' warranty, if a claim under such manufacturer warranty is denied.
- This quote does not cover cost or delays for COVID, drug tests, or other tests required by our customers. Tests if added to our quoted scope by our customers would be billed at our published overtime rates.
- This quote does not cover costs for background checks, if such checks are required.
- This quote does not cover Acts of God (Force Majeure) that may require added deployments or cause delays.

IPS FAILURE TO DELIVER: IPS may not be able to deliver for the following reasons, and shall not be held responsible for such failure to deliver:

- Obsolete, reconditioned, used limited stock parts and equipment are subject to prior sale. For any reason, if the item(s) is no longer available when the order is processed IPS would not be able to deliver.
- Changes to IPS quoted terms by conditional purchase order or by untenable contract would relieve IPS from accepting the PO or Contract, delivering product, or performing service

MINIMUM CHARGES:

If credit terms are not established with IPS for PO billing, then for COD or Credit Card purchase there would be a 3% charge. Invoices are due upon receipt if credit terms are not established prior to invoicing.

- There is a minimum four (4) hour charge for all service calls to cover travel, overhead and order processing and billing.
- For overnight work, our daytime employees will be unavailable to IPS for work the following day. Work for other customers will need to be rescheduled due to sleeping requirements to allow our technicians to recover. IPS has included an eight-hour day charge for our technicians' recovery time

CUSTOMER RESPONSIBILITIES:

- Please reference an IPS PS Quote # on all email correspondence and purchases orders
- Provide free access and space available around equipment for IPS PS to perform the work quoted.
- Coordinate all outages & perform all switching to de-energize/isolate any equipment to be serviced.
- Single line electrical drawings should be provided to mitigate any safety risk per NFPA 70E
- If voltage is present on lines after all switching and isolation is done, which would prevent service, then it will be up to the customer to isolate and short and ground out these lines or to allow IPS PS to do so. (Possibly the single line drawing is incorrect or possibly this voltage may be induced voltage.)
- Coordinate Lock-Out-Tag-Out per NFPA 70E along with IPS PS Project Manager or Lead Technician
- Arrange to maintain all necessary or vital plant/facility process power.
- Provide a minimum of one person to direct IPS PS to the equipment to be serviced and to stay with our technician for safety reasons if IPS deploys only one technician.
- Provide a person to Coordinate the outage with IPS PS, Power Company & other Contractors.

This quote is valid for 30 days, unless otherwise noted.

SAFETY TRAINING

All IPS PS Technical Field Services Technicians have completed the NFPA 70E Training and also FPP- Florida Phosphate Producers, MSHA- Mine Safety & Health Administration training. In addition to IPS PS internal annual safety training, if additional site-specific safety training is required, this would be charged at published rates in addition to this quoted price and must be known prior to scheduling.

INCLUDED REQUIRED PRE-WORK IPS JOB HAZARD ANALYSIS

This price includes up to an hour for the IPS Team(s) to complete a required IPS Job Safety Analysis (JHA) form, prior to the work beginning. Each subsequent sub-task would be performed after a pause for a "2-Minute" Safety review.

CONFIDENTIALITY:

With respect to the confidential information provided by either party hereunder, the receiving party shall hold such information in confidence and protect it with the same degree of care with which the receiving party protects its own confidential information, at minimum, reasonable care. The receiving party shall use such confidential information only for the purposes of performing services relevant to this project. The receiving party shall restrict disclosure of such confidential information to those employees, consultants, subcontractors, and affiliates with a need to know.

STANDARD OF CARE:

The standard of care for all IPS team members and related services performed or furnished by IPS will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. IPS makes no warranties, express or implied, in connection with IPS engineering services.

TERMINATION:

IPS shall have the right to terminate this agreement for cause upon 30 days written notice in the event of substantial failure by Customer to perform in accordance with these terms.

THIRD PARTIES:

Subject to the standard of care, IPS team and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, OEMs, manufacturers, suppliers, and the publishers of technical standards. IPS shall not at any time supervise, direct, control, or have authority over any other contractor's work, nor shall IPS have authority over or be responsible for the means, methods, techniques, sequences, or procedures of any other contractor.

FORCE MAJEURE:

Neither the Owner nor IPS shall be liable to responsible to the other party, nor be deemed to have defaulted for any failure or delay, when and to the extent such failure or delay is caused by or results from force majeure events such as but not limited to act of God, flood, fire, earthquake, explosion, war, invasion, terrorist attacks, riots or other civil unrest, shortage of power or transportation facilities, epidemic or pandemics, strikes, government orders, and other similar events beyond reasonable control of impacted party.

DISPUTE RESOLUTION: In the event of any dispute arising out of or in connection with IPS services for this project, the parties shall first attempt to resolve the dispute through amicable negotiations with 30 days of written notice. If no resolution is reached through negotiations, the parties shall proceed to mediation.

WARRANTY: Warranty may not cover labor to repair or re-install equipment or shipping and handling costs. For warranty claims, IPS may require a good faith purchase order to mobilize to cover a warranty transaction. If it is later determined by the equipment manufacturer that the warranty would not apply, then IPS would have no recourse to invoice the manufacturer. IPS would then bill for charges required to complete the non-warranty repair.

Thank you for this opportunity to offer this service.

Sincerely,

Walt

Walt Dinse

Sr. Application Engineer

IPS PS Technical Field Services

5070 Swindell Road

Lakeland FL 33810

O (813) 686-5667 C (813) 836-8740

CUSTOMER ACKNOWLEDGEMENT OF IPS PROPOSAL, QUOTE, AND ABOVE TERMS OF SALE
(In lieu of formal PO or contract):

PRINT IPS APPLICABLE QUOTE NUMBER _____

PRINT NAME _____

SIGNED _____ DATED _____

PO # (or reference job name, number or other) _____

PLEASE FURNISH TAX EXEMPTION CERTIFICATE (or add appropriate tax for your Zip Code).

Please address your purchase order out to the correct IPS Location which is:

IPS Power Serve

5070 Swindell Road

Lakeland, FL 33810

Also doing business as:

TAW Technical Field Services

5070 Swindell Road

Lakeland, FL 33810



TRANE®



Trane U.S. Inc.
902 N. Himes Avenue
Tampa, FL 33609
Phone: (813) 877-8251
Fax: (813) 877-8257

October 25, 2024

Tampa Convention Center
333 S. FRANKLIN STREET
Tampa, FL 33602-3360
(813) 274-7796

Site Address:
Tampa Convention Center
333 S Franklin St
Tampa, FL 33602

ATTENTION: Ben Menges

PROJECT NAME: Tampa Convention Center - CH4 Replacement Starter

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Tampa Convention Center

The following "Covered Equipment" will be serviced at Tampa Convention Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHF147N15	L22B00639	Chiller #4

SCOPE OF SERVICE

Trane U.S. will provide (1) replacement medium voltage 4160 starter for the chiller listed above.

A proposal to install will be provided on a separate proposal.

PRICING AND ACCEPTANCE

TOTAL PRICE:\$98,107.00 USD

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 October 25, 2024.

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,

Derek Carter
Account Manager
E-mail: Derek.Carter@trane.com
Cell: (813) 309-8604

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

CUSTOMER ACCEPTANCE	
Authorized Representative	
Printed Name	
Title	
Purchase Order	
Acceptance Date	
Trane's License Number:	

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

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

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

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

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

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

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

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

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

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

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

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

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

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

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

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

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

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

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

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

15. CONTAMINANTS LIABILITY

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

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

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

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

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

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

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

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

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

21. U.S. Government Contracts.

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

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

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

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.** 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.

November 2023

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



Powering Business Worldwide

Eaton Corporation
Electrical Services & Systems
1800 S. Powerline Road, Suite A
Deerfield Beach, FL 33442
Cell: (M) 863 287-3985
Email: WayneThompson@eaton.com

10/17/2024

TO: Derek Carter
Phone: 813-309-8604
e-mail: Derek.Carter@trane.com

TRANE

RE: **Proposal Number: MIK2-241014-02-BLG**
Subject: Tampa Convention Center Repairs
Jobsite Location: Tampa Convention Center

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at your facility.

Scope of Work

Eaton will provide the necessary field service personnel, tools, materials, and approved test equipment to perform the following work as described below.

- EESS will make repairs to water damaged Chillers 1, 2 and 3 using customer provided parts.
- Chillers will be tested after completion of repairs.
- Initial repairs do not guarantee full functionality of equipment.
- If additional parts are found to be required after testing, new quotes will be issued to add additional time and material.
- Per contractual obligations, all material to be provided by Trane.
- No material is included in this proposal.

Pricing

To provide the services as described in the scope of work above, Eaton would charge:

- **Price: \$41,800.00 Distributor/Net**

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly.

Clarifications and Exceptions

1. This proposal was prepared based upon Eaton's understanding of the documentation and discussions listed in Eaton Scope of Work. If a change to the system functionality, hardware and/or software is to be used, or scope of work is presented to Eaton, then Eaton will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the system or work additions or subtractions.
2. **All service entrance rated equipment requires a utility outage before performing any work.**

3. If a job is cancelled, delayed, rescheduled, or postponed 5 days or less prior to scheduled service, Eaton reserves the right to assess a charge of 35% of the purchase order value or actual costs, plus a 15% handling charge (whichever is greater).
4. Delays and stand-by time beyond the control of Eaton, extras, and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems Price List PL02700001E.
5. Eaton has not included any applicable sales tax in this proposal.
6. All testing will be performed per Eaton standard testing guidelines unless otherwise specified.
7. All device settings to be supplied by others and power system studies are not included.
8. This service is weather permitting if this is outdoor equipment.
9. No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.

Delivery

Schedule: The scheduling of work will be mutually agreed upon between the customer and Eaton. Three weeks advance notice is required for scheduling.

Safety Clarifications

1. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
2. To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
3. For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
4. Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two Eaton personnel. Additional charges will apply.
5. The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA 70E requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be an adder at the current rate per hour, unless included within the Eaton scope of work.

Customer Responsibilities

1. Providing free access to equipment within their facility.
2. Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
3. Identifying site contact for this project.
4. Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
5. Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
6. Providing a copy of the past maintenance records to Eaton personnel.

7. Providing manufacturers maintenance manuals upon arrival of Field Engineer(s).
8. Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
9. Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
10. Providing a place to receive and unload replacement equipment, test equipment or other supplies.
11. Providing special tools supplied by equipment manufacturers.

Safety Training of Eaton Field Personnel:

1. All Eaton field personnel received training to meet or exceed NFPA 70E requirements, and appropriate personal protective equipment (PPE) have been issued.
2. The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Stand-by Time

1. Stand-by time is defined as Eaton time spent on-site waiting for personnel or access to equipment necessary to perform the required steps for the service work outlined within this proposal.
2. Under the terms of this proposal, stand-by time is not included within the Scope of Work.
3. Stand-by or delays that are outside the immediate control of Eaton will be charged separately at published services rates plus any applicable expenses.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by the addressee to evaluate and respond to this submittal. By accepting this submittal from Eaton, the addressee agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 dated September 1, 2021. This offer is valid for 30 days from date of issue unless otherwise extended, modified, or withdrawn, in writing, by Eaton Corporation. Payments are due and payable net within thirty (30) days from the date of each invoice. A 3% surcharge will be added to all credit card transactions except where prohibited.

To accept this proposal, please:

1. Reference: **MIK2-241014-02-BLG**
2. Issue a purchase order to **EATON CORPORATION**
3. Email purchase order to WayneThompson@eaton.com

Acceptance of proposal signature: _____

A hardcopy of the purchase order must be received by Eaton prior to service being scheduled.

Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely,

Wayne Thompson (MIK2)

Wayne Thompson (MIK2)

WayneThompson@eaton.com

(M) 863 287-3985

Service Sales Engineer

Eaton Corporation

Electrical Services and Systems

Assurant Flood Insurance Program

Helpdesk number: 800-423-4403

FLOOD INSURANCE LOSS NOTICE

Report Date:	10/01/2024	Date Of Loss:	09/27/2024
Time:	06:16:00PM	Reported By:	RICHARD P CATALANO
FICO Number:			
Adjuster ID:	521080000	Examiner ID:	Gustavo Yanes

AGENCY

Agency Name:	RICHARD P CATALANO		
Address:	DBA AFR SERVICES AFR INSURANCE SERVICES 1820 PRESTON		
Phone:	469-443-5444	Agency Fax:	972-758-1772
Agent Id:	10464-00625-000-00001		

POLICY: 7800278918

TERM:	08/30/2024 - 08/30/2025	STATUS:	Inforce Status
Rating Method:	Risk Rating 2.0	Rewritten From:	
Policy Type:	Standard	Policy Form:	General Property
Insured Name:	CITY OF TAMPA	Pending Endorsements:	No
Mailing Address:	306 E JACKSON ST SUITE 3E TAMPA, FL 33602	Property Address:	333 S FRANKLIN ST CONVENTION CTR TAMPA, FL 33602
Construction Date:	01/01/1990	Construction Date Type:	Construction Date
FIRM Date (Current):	06/18/1980	Pre/Post FIRM Coverage Limitations:	POST FIRM
Community Number:	120114 J	FIRM Zone:	AE
CBRA Indicator:	Property is not in a CBRA area	Program Type:	Regular
Building Use:	Government Owned	Occupancy Type:	Non-Residential Building
Primary Residence:	No	Principal Residence:	No
Insured is Tenant Type:	No	Rental Property:	No
Building Description:	Slab on Grade, Three or More Floors		
Building Coverage:	\$500,000.00	Building Deductible:	\$5,000.00
Contents Coverage:	\$500,000.00	Contents Deductible:	\$5,000.00

RISK RATING 1.0♦

Garage Type:			
Building Purpose:		Residential Use Percentage:	
Business Property:		Coverage Purpose:	

Primary Building Policy Number:		Contents Description:	
Obstruction?:			
Elevation Difference:		BFE:	
HAG:		LAG:	
LFE:			

RISK RATING 2.0◆

Square Footage:	245000	Construction Type:	
Foundation:	Slab on Grade	Number of Floors:	3
Number of Elevators:	2		
FFH:	3.50	FFH Method:	TOOL
HAG:		LAG:	6.7
LFE:			

LENDER INFORMATION◆

First Mortgagee:		Second Mortgagee:	
Loss Payee:		Disaster Assistance:	
Other Loan:			

LOSS INFORMATION◆

Loss and Damage Description:	Flood Damage from Hurricane Helene. Robert will have additional information. Thank you.		
Client Cat Code:		Loss Report Number:	
Other Flood or Wind Insurance:	Yes		
Remarks/Other Insurance:	Robert Coats will have additional information.		
Adjuster Assigned:	YES	Date Assigned:	10/01/2024
		Time Assigned:	06:18:00PM
Adjusting Firm:	CNC		
Phone:	800-843-0170	Extension:	

CONTACT INFORMATION◆

Name:	ROBERT COATS		
Address:	306 E. JACKSON ST. 5TH FLOOR EAST TAMPA, FL 33602		
Mobile Phone:	813-274-5688		
Alternate Phone:	--	Extension:	
Email Address:	robert.coats@tampagov.net		

LOSS HISTORY

No previous losses for this policy



Flood Loss Questionnaire

Please fill in information as accurately as possible. If you are not sure about an answer, please fill in to the best of your knowledge or put "unknown" or "unavailable".

Insured: City of Tampa (Gov CTR) Policy Number: 7800278918

Address of Loss Location: 333 5e Franklin St Tampa Fla 33602

1. What month and year was the building constructed? 1989
2. What month and year was the home purchased? 1989 - 3/1/89
3. Do you own the building? yes
4. Is this your (circle one): PRIMARY RESIDENCE SEASONAL RESIDENCE RENTAL PROPERTY
Commercial
5. If this is rental property and have contents coverage, do you own all of the contents you are claiming? YES / NO
6. Since you have owned the property, have you completed any major improvements? YES / NO
a. If yes, explain: added Meeting Rooms Value: 45 mil
7. Name of Mortgagee(s) (Please put "NONE" if there is no mortgagee. List all Mortgagees):
None
8. If Mortgage paid off, give year paid off (Please provide Pay Off Letter from Mortgagee): _____
9. Date and Time water entered your building? 9/28/24 10am
10. Date and Time water receded from your building? 9/28/24 110 am
11. Water height from flood: Exterior 48 " Interior: 19 "
12. The floodwaters that came in was (circle one): CLEAN DIRTY SEWAGE DON'T KNOW
13. Nearest body of water and distance from your building? Tampa Bay 50'

14. Name of other insurance (Examples: Name of Homeowners Carrier or Commercial Policy Carrier)
 - a. Name: City 40 of them . Policy #: _____
Coverage for Building: _____ Coverage for Contents: _____
Does it cover flood damages? YES / NO
 - b. Name: _____ Policy #: _____
Coverage for Building: _____ Coverage for Contents: _____
Does it cover flood damages? YES / NO
15. Do you have excess flood coverage for building? NO Don't Know Amount: \$00000
16. Do you have excess flood coverage for contents? NO Don't Know Amount: \$00000

17. Has your building suffered any prior losses from flood? YES NO

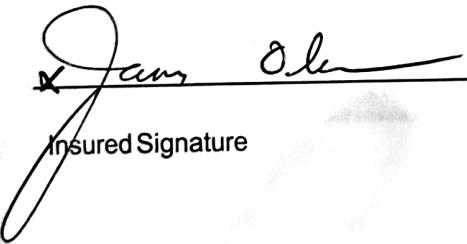
- a. Date of the prior loss and amount of the loss: _____ / _____
Were you insured at the time of loss? YES / NO Were Repairs made? YES / NO
- b. Date of the prior loss and amount of the loss: _____ / _____
Were you insured at the time of loss? YES / NO Were Repairs made? YES / NO
- c. Date of the prior loss and amount of the loss: _____ / _____
Were you insured at the time of loss? YES / NO Were Repairs made? YES / NO

IMPORTANT: If you filed a prior claim and completed all repairs, documentation (canceled checks, paid invoices, receipts, and paid contractor estimates) will be required by your insurance company to verify completion of all repairs.

Everything you tell us will be treated in confidence under the Data Protection Act and will not be distributed to any third parties.

In reference to the "General Conditions" section of the policy:

I accept forthin the "Requirements in Case of Loss" section of the policy, I acknowledge that neither the adjusting company nor the adjuster has the authority to approve or disapprove my claim. I further agree if contents coverage is provided and claim is presented I will not discard any items being claimed, except perishable items. All damaged contents items will be separated from undamaged contents to be shown to adjuster at time of inspection for adjustment by the adjuster. I also agree to the terms of salvage and subrogation recovery by insurance carrier as set forth in the "Salvage" and the "Subrogation" sections of the policy. I also fully understand that if I do not provide a signed proof of loss within 60 days from the date of loss, my claim could be denied for failure to comply with policy provisions set forth in the Standard Flood Insurance Policy.


Insured Signature

12/14/24
Date

jim.olachea@thetampaee.
com
Email Address



Insured

city of Tampa

Property Address 3335 Franklin St

Policy # 7800278918

Date of Loss 9/26/14

I received a copy of the National Flood Insurance Program's *Flood Insurance Claims Handbook* from the adjuster.

Insured Signature

10/15/24
Date

Adjuster Signature

10/15/24
Date

Dave Kelley