

**AMENDMENT NO. 2  
INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT NO. 22-917**

This **AMENDMENT NO. 2** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Trane US, Inc.**, a Delaware corporation ("Contractor"), collectively (the "Parties") to be effective for all purposes January 7, 2026.

**WHEREAS**, County and Contractor entered into Agreement No. AGR22-917, dated December 15, 2021, and Amendment No. 1, AGR22-917-A1, dated December 31, 2023 for Heating, Ventilation and Air Conditioning (HVAC) repair, maintenance and monitoring (as amended the "Agreement"); and

**WHEREAS**, County wishes to amend the Agreement to add Trane Autonomous Control services for, the County's Municipal building, and adjust annual compensation beginning December 17, 2025, to December 14, 2028, by an additional \$29,484.10; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on January 6, 2026; and

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor agree as follows:

- I. Add a new subparagraph e. to Section A SERVICES, 2. as follows:
  1. Trane Autonomous Controls. Contractor shall provide Brainbox AI Algorithms, Onboarding, Implementation Services, and Measurement and Verification Report Presentations as follows:
    - i. Contractor shall, within ten (10) business days from the Effective Date of this Amendment schedule a Project Initiation Meeting with the County's Project Manager and designated County staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. As part of the Project Initiation Meeting, the Parties shall, at a minimum, establish a mutually agreed upon Project Plan and Project Schedule to accomplish key tasks with durations for each task. The Project Plan and Project Schedule shall include, at a minimum, due dates for deliverables, project phases, and milestones.
    - ii. Brainbox AI Algorithms: Contractor shall implement the following algorithms for use in control of the HVAC system at the Municipal Building:

| System Type | Algorithms | Description              |
|-------------|------------|--------------------------|
| Air         | Khronos    | AI Scheduler             |
| Air         | Occam      | SAP/SAT resets           |
| Air         | Aquilon    | Economizer optimization  |
| Air         | Compass    | Space Setpoint optimizer |
| Air         | Evergreen  | DCV Optimizer            |

- iii. Following implementation of Brainbox AI Algorithms, Implementation Services shall consist of: Regular reviews of
    1. Brainbox AI algorithms,
    2. energy and emissions savings,
    3. comfort and reliability performance,
    4. ability for manual overrides and adjustment to the system as needed.
  - iv. Facility Condition Assessment:
    1. Contractor shall provide instruction to County team to implement Autonomous Control schedules closely aligned with building use and operation.
    2. Assess the operation and functionality of the Building Automation System (BAS) to ensure efficient operation of HVAC systems.
    3. Identify and propose the repair of malfunctioning BAS field devices.
  - v. Brainbox AI Algorithms will be onboarded and baselined in the first month. A facility condition assessment will occur in the second month, along with the activation of Brainbox AI Algorithms control. Activation will be done gradually to limit any comfort issues in the building. The initial baseline of the system will occur in the first quarter. Contractor shall conduct a measurement and verification report six (6) months following the establishment of the initial baseline, and twelve (12) months following the initial baseline to demonstrate the savings generated by the implementation. Contractor shall provide the report to County's Project Manager. County reserves the right to terminate use of the Autonomous Controls services following any quarterly period that does not demonstrate an energy savings over an average of the prior three-year's monthly energy usage (gas and electricity) before the use of the Autonomous Controls.
- II. Delete SECTION C. COMPENSATION in its entirety and replace with the following:
- SECTION C. COMPENSATION:**
1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed EIGHT HUNDRED FIFTEEN THOUSAND SIX HUNDRED NINETY-THREE AND 08/100 DOLLARS (\$815,693.08), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, and Exhibit A-1, attached hereto and made a part hereof for all purposes.

- 2. Quarterly Invoices.** Contractor shall submit quarterly invoices to County's Facilities Manager identifying Agreement and Task Order number, Services performed, individuals performing Services, corresponding rates pursuant to Exhibit A, and Exhibit A-1 any parts and supplies used in the repairs, amount of compensation due, amount of any New Mexico gross receipt tax ("NMGRT"), and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

III. Add a new Exhibit A-1, Autonomous Controls Rate Schedule, as seen below.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 2 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
COUNTY CLERK

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
COUNTY MANAGER

**Approved as to form:**

**TRANE US., A DELAWARE CORPORATION**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
**KAREN CAMPBELL** **DATE**  
SENIOR CONTRACT MANAGER

**Exhibit A-1**  
**Autonomous Controls Rate Schedule**  
**AGR22-917**

1. Trane Autonomous Controls Services:

- a. The following are the agreed upon annual fee amounts for the Autonomous Controls Services listed in Section A of the Agreement.

| <b>For Years</b> | <b>Period</b>  | <b>No. of Quarters</b> | <b>Amount per Quarter</b> | <b>Total Annual Amount</b> |
|------------------|--|------------------------|---------------------------|----------------------------|
| 5                | January 7, 2026-December 14, 2026**                            | 4                      | \$2,384.75                | \$9,539.00                 |
| 6                | December 15, 2026-December 14, 2027                            | 4                      | \$2,456.29                | \$9,825.17                 |
| 7                | December 15, 2027-December 14, 2028                            | 4                      | \$2,529.98                | \$10,119.93                |
|                  | <b>Building Autonomous Services Total Not To Exceed Amount</b> |                        |                           | <b>\$29,484.10***</b>      |

\*\*\*The fee for Autonomous Controls for the period of January 7, 2026-December 14, 2026 may be prorated at the time of invoicing due to the shortened term.

\*\*\*Total is for Building Autonomous Services and does not include Repair and Maintenance Services to be incurred only at the need and written authorization of County.

|                                   |                     |
|-----------------------------------|---------------------|
| <b>Total Not To Exceed Amount</b> | <b>\$815,693.08</b> |
|-----------------------------------|---------------------|