



Hall County Georgia and Trane
Trane Project No. _____

This Agreement (hereafter the "Agreement") is made and entered into as of this 8th of September, 2023 by and between Trane U.S. Inc., (hereinafter "Trane") and Hall County, Georgia (hereinafter "Customer") for the purpose of furnishing certain services and work designed to improve the facility at the Premises (as defined below).

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services (as defined below) at the Premises identified in Exhibit C hereto, Customer shall pay or cause to be paid to Trane, in accordance with the dates and amounts on Exhibit A pursuant to Section 1.04, the sum of Two Million, One-hundred Thousand, Four Hundred and Six dollars (\$2,124,406.00), which Contract Price includes all sales, consumer, use and similar taxes (excluding income taxes) for the Services which are legally enacted as of the date of this Agreement.

Section 1.02. The Services and Exclusions. No later than 365 days from the Effective Date, Trane shall have designed and substantially completed installation of the equipment and performance of the work and services described in Exhibit B (hereinafter, collectively, the "Services"). Trane's obligation hereunder is limited to the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans With Disabilities Act or any other law or building code(s).

Section 1.03. Construction Procedures and Changes to Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, or revise any procedures included in this Agreement, provided, however, that Trane shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be reasonably withheld or delayed.

Section 1.04. Payment Terms. Customer shall pay Trane or cause Trane to be paid for the Services as follows:

(a) **Initial Payment:** Customer agrees to pay an initial payment (for engineering, drafting and other mobilization costs incurred prior to on-site installation) within thirty (30) days from the Effective Date of this Agreement in the amount of \$318,660.90, which amount represents 15% of the Contract Price; and

(b) **Progress and Final Payments:** Trane will invoice in accordance with Exhibit A for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within thirty (30) calendar days of its date shall be past due.

Section 1.05. Substantial Completion and Final Completion.

(a) **Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Services (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Services are sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion in the form of Exhibit D.1, setting forth



the date of Substantial Completion and shall state the date by which Trane shall complete the items of work included on the punch list.

(b) **Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Services is ready for final inspection and acceptance, Customer and Trane shall inspect the installation work and determine whether the same has been performed in accordance with this Agreement. If Customer considers the installation work to have been performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit D.2, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

Section 1.06. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to events beyond Trane's control (including, but not limited to, fire, flood, labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, and acts of God), or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time and/or increase the Contract Price by Change Order for such reasonable time and/or amount as they shall agree.

Section 1.07. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer.

Section 1.08. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the installation work and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 1.09. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat, and utilities.

Section 1.10. Concealed or Unknown Conditions. In the performance of the installation work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the installation work, Trane shall notify Customer of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Services, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, Contract Time, or both.

Section 1.11. Damage to Equipment; Casualty or Condemnation of Premises. (a) If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within ninety (90) days from the date of such casualty or condemnation, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.

(b) If any significant item of equipment is irreparably damaged by Customer, its employees, agents or invitees, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered. Any such termination shall not be considered any Event of Default on the part of either party.

Section 1.12. Changes to the Services. (a) Customer, by written Change Order, may request that Trane perform work in addition to the Services. Trane shall be obligated to perform such additional work only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional work, the amount of any adjustment in the Contract Price, and the extent of any adjustment in the contract time.

(b) If a Change Order provides for an adjustment to the Contract Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

(c) The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

Section 1.13. Adjustment to Contract Time. Trane shall be allowed an equitable adjustment in the Contract Time for performance of additional Work that increases the amount of time required to perform the Services.



Section 1.14. Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

Section 1.15. Pre-Existing Conditions. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

ARTICLE 2 - CUSTOMER'S OBLIGATIONS

Section 2.01. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:

(a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from Trane's performance of the Services;

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing;

(c) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other hazardous materials on the Premises; and

(d) Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement.

Section 2.02. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Trane, including anticipatory profits:

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after



written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or

(5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

ARTICLE 3 - INSURANCE

Section 3.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services until the date of final payment, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A -VI or better by A.M. Best Company.

Section 3.02. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed pursuant to Section 7.01.

Section 3.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption.

Section 3.04. Evidence of Insurance. Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Customer's



certificate shall clearly name "Trane U.S. Inc." as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 4 - HAZARDOUS MATERIALS

Section 4.01. Asbestos and Hazardous Materials. (a) Trane's Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents, and any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

(b) Trane shall not be required to perform any identification, abatement, remediation, cleanup, control, or removal of Hazardous Materials. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit B (Scope of Services) or Exhibit C (Description of Premises), there are no Hazardous Materials on the Premises that will in any way affect Trane's Services and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. The existence or location of any Hazardous Materials that have been so disclosed by Customer to Trane shall be the responsibility of Customer.

(c) Should Trane become aware of or suspect the presence of Hazardous Materials, Trane shall have the right to 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. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement and Customer shall be liable to Trane for the Services completed to date of termination and anticipatory profits. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. Under no circumstances shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials. Trane shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents.

ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.01. Indemnification. Neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. **To the extent allowed by law, if**



the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. To the extent allowed by law, the duty to indemnify 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 which occurred prior to expiration or termination.

Section 5.02. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES.

ARTICLE 6 - WARRANTY

Section 6.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Substantial Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Trane obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE 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 TRANE 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, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.01. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Trane:	Trane 4000 DeKalb Technology Parkway Building 100	If to Customer:	P.O. Drawer 1435 Gainesville, GA 30503
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Atlanta, GA 30340
Attention: Gordon McWhorter

Attention: Andy Penick
Department of Financial Services,
Purchasing Division

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 7.02. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Section 7.03. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Services are to be performed. Customer hereby submits to the personal jurisdiction of the courts of the state and of the United States District Court in such state in which the Services are to be performed and to being sued in such jurisdiction.

Section 7.04. Term of Agreement. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term.

Section 7.05. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 7.06. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 7.07. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Scope of Services
- Exhibit C: Description of Premises
- Exhibit D.1: Certificate of Substantial Completion
- Exhibit D.2: Certificate of Final Completion and Acceptance

Section 7.08. Force Majeure. Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or 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 the fault of Trane. If Trane is rendered unable to fulfill any of its obligations under this



Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to Customer and Trane's obligations shall be suspended until removal of the Event of Force Majeure.

Section 7.09. Execution and Counterparts. This Agreement and any amendment may be executed by the parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement and any amendment shall be legally valid and effective through: (i) executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document by electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendment, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e. electronic signature).

Section 7.10. Severability. If any term or conditions 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 so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 7.11. Bonds. In no event shall the Performance and Payment bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation.

Section 7.12. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement



IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.

Hall County Georgia

By: Janice Ferina
(Signature)
Janice Ferina
(Printed Name)

By: _____
(Signature)

(Printed Name)

Title: Regional Contract Analyst

Title: _____

Date: 09/08/2023

Date: _____

Trane's state contractor's license number:
GCCO002573

SUBSCRIBED AND SWORN BEFORE
ME ON THIS DAY 8TH DAY OF SEPTEMBER, 2023

SUBSCRIBED AND SWORN BEFORE
ME ON THIS DAY ____ DAY OF _____, 2023

Tonya Tondra Taldon
Notary Public
My Commission Expires on 06/16/2027

Notary Public
My Commission Expires on _____

TONYA TONISHA TALDON
Notary Public State of Alabama
Alabama State At Large
My Commission Expires
06/16/2027



APPROVED AS TO FORM:

William J. Linkous III
William J. Linkous III, County Attorney

EXHIBIT A
Payment Schedule

Customer will make payments monthly during the construction period on a percentage of completion basis.

Customer agrees to pay an initial payment due thirty (30) days following the Effective Date of this Agreement in the amount of \$318,660.90, which amount represents 15% of the Contract Price.

Thereafter, a Schedule of Values form (AIA G703) will be used to document the percentage of completion amount due each month.

EXHIBIT B
Scope of Services

Trane will furnish and supply materials, equipment, labor, and other provisions required to complete an HVAC, controls, and lighting renovation project at the Hall County Georgia Animal Control Facility in accordance and compliance with the:

- Construction Drawing Package for the Hall County Animal Control Facility HVAC Replacement dated 5-22-23 revision "Release for Bid".
- Project Manual for Hall County Animal Control Facility HVAC Replacement Gainesville, GA dated May 2023
- Addendum 1 dated 7-5-23
- Addendum 2 dated 7-23-23 (includes duct cleaning scope, kennel lighting control instructions, and instructions for replacement of suspended ceiling tiles)
- Addendum 3 dated 7-18-23 (includes specifications for outdoor duct associated with GRTUs 1 & 2, and allowances for reuse of existing electrical wiring and conduit as code allows)
- Addendum 4 dated 7-19-23 (provides structural instructions for installation of EF 7 & 8)

Project scope includes demolition of all existing building HVAC systems, and equipment supply & installation of (7) new split air conditioning systems with indoor gas furnaces, (2) new outdoor packaged dedicated outdoor air units with new ductwork to install kennel areas, (1) new split dedicated outdoor air system including a gas duct heater, (8) new exhaust fans, and new supply air, return air, and exhaust air diffusers and grilles. The scope of supply for Trane equipment is the following:

Kennel Area

Horizon DOAS Units (Qty: 2) Item	Tag(s)	Qty	Description	Model Number
A1	GRTU-1, GRTU-2	2	Horizon - Outdoor Air Unit (K/N)	OAND540F3

Product Data - Qty (2) Horizon DOAS Units

Item: A1 Qty: 2 Tag(s): GRTU-1, GRTU-2

Airflow Configuration: Horizontal Discharge/No Return
 Installation: Outdoor
 Evaporator Coil: DX 6 Row Interlaced
 Unit Voltage: 208-3-60
 Hot Gas Reheat: Modulating
 Compressor: Digital Scroll Both Circuits
 Condenser: Air Cooled Variable Speed Head Pressure Low Ambient Control
 Indoor Blower Motor: Direct Drive w/VFD
 Heat Type: Indirect Fired (IF)
 Fuel Type: Natural Gas - 81% Eff.
 439 Stainless Steel Furnace: 675 Mbtu/h, (20:1 Turndown NG, 16:1 Turndown LP)
 Unit Controls: Trane UC600 - Space Control w/BACNET w/Display
 Damper Options: 2-Position Outdoor Air Damper
 Filters: MERV-8
 Electrical Options: Non-Fused Disconnect Switch "Circuit Breaker" w/115v Outlet
 Air Flow Monitoring: Outdoor Air w/ Display and IFM w/ Piezo Ring/Tap
 Accessories: Condenser Hailguard
 Curb Selection: Standard Knockdown Curb
 Supply Discharge Air Sensor (FLD)

Exhibit C – Description of Premises

2 inch Double Wall Construction
 Stainless Steel Drip Pan
 Factory Startup

DOAS Notes & Exclusions:

1. Other than noted, controls, actuators, sensors, interfaces, etc. are not by Trane
2. External vibration isolation is not by Trane
3. Fire/smoke devices are not provided by Trane.
4. Extra filters and extra belts/sheaves are not provided by Trane.
5. Roof curbs ship knocked-down and un-insulated for field installation. Shimming/insulation is not by Trane.

EF-7 & EF-8 VFD (Qty: 1) Item	Tag(s)	Qty	Description	Model Number
B1	EF-7,8	1	ABB Variable Speed Drive	ACH580

Product Data - Exhaust Fan VFD

Item: B1 Qty: 1 Tag(s): EF-7 & EF-8 VFD

Nema 1 Enclosure
 Electronic Bypass
 Circuit Breaker Disconnect
 EMI/RFI filters
 5%-Dual DC Link reactors
 BACnet MS/TP interface

Office Area

Item	Tag(s)	Qty	Description	Model Number
C1	FCU-1, FCU-2	2	5 Ton Unitary Split Systems	4TTR4060N10000 / S9V2D120U5PSB / 4TXCD008DS3HC
C2	FCU-3, FCU-4	2	3 Ton Unitary Split Systems	4TTR4036N10000 / S9V2C080U5PSB / 4TXCC007DS3HC
C3	FCU-5, FCU-6, FCU-7	3	2 Ton Unitary Split Systems	4TTR4024N10000 / S9V2B060D3PSB / 4TXCB004DS3HC

Product Data - Split System Air Conditioning Units (Small)

All Units

Split System Cooling Outdoor Unit
 200 - 230 Volt 1 Phase 60 Hertz
 Permanent split capacitor Two Speed
 Standard 24 Volt
 90%+ Eff, 2 Stg, Var. speed Furnace
 3-Way (upflow, Horiz Right, Horiz Left)
 Cased Coil
 Brazed
 Hi efficiency
 TXV-Non bleed
 Conv-upflow/dnflw,left airflow coil
 Low Ambient Control (Field Installed)
 Touchscreen Programmable 4H/2C (Field Installed)

Item: C1 Qty: 2 Tag(s): FCU-1, FCU-2
5 Ton Nominal Cooling Capacity
120,000 Heating input BTUH

Item: C2 Qty: 2 Tag(s): FCU-3, FCU-4
3 Ton Nominal Cooling Capacity
80,000 Heating input BTUH

Item: C3 Qty: 3 Tag(s): FCU-5, FCU-6, FCU-7
2 Ton Nominal Cooling Capacity
60,000 Heating input BTUH

Split System Notes & Exclusions:

1. Disconnects are not by Trane.
2. External vibration isolation is not by Trane.
3. Refrigerant line sets and refrigerant specialties (including TXVs) are not by Trane.
4. Floor stands, plenums and supply/return grilles are not provided by Trane.
5. Secondary drain pans/condensate accessories are not provided by Trane.
6. Fire/smoke devices are not provided by Trane.
7. Extra filters, belts & sheaves are not provided by Trane.
8. Startup, training are not included.

Item	Tag(s)	Qty	Description	Model Number
D1	GDH-1	1	Heatco Duct Furnace	HDA200SS42B0

Product Data - Duct Gas Heater

Item: D1 Qty: 1 Tag(s): GDH-1
200,000 Btuh
409 Stainless Steel
Horiz. Airflow Up Discharge Right Burner
115 VAC
Natural Gas
Indoor. Separated Combustion (Insulated)

DOAS-1, gravity intake ventilator GIV-1, exhaust fans, and other equipment and materials required for project will be supplied, but not manufactured, by Trane.

The scope of supply and installation for Trane controls is summarized as follows:

Building Automation System

Kennels Section

A. (1) Tracer SC+ System Controller

Exhibit C – Description of Premises

1. Furnish and install Tracer SC system controller with integral web server. To be installed in electrical room or IT closet. Coordinate field location.
 2. System controller to be connected to owner's local area network. Owner to provide network connection and I.P. address. Coordinate with Hall County IT for remote access and information for Tracer BAS connection.
 3. *Coordinate with job electrician to get dedicated 120V drop at SC+ panel location (or stepdown from another source).*
 4. Includes BAS workstation computer as specified.
 5. Furnish standard status pages and standard equipment graphics for all items in the scope.
 6. Furnish custom floor plan graphics.
- B. (2) Trane Packaged Dedicated RTU – (GRTU-1,2)**
1. Furnish and install wired communications interface to factory mounted BACnet controller. Internal unit sensors and end devices to be factory mounted.
 2. Includes mounting of devices required to be field mounted and shipped loose with unit.
 3. Furnish and install interlock of fire alarm system device to Unit for local shutdown.
 4. Includes unit graphic, programming, and standard equipment pages.
- C. (2) Exhaust Fans to be controlled as follows (EF-7,8):**
1. Furnish and install current sensing relays for enable and status monitoring by Tracer BAS.
 2. Coordinate installation of control panels near existing and new EF motor starters.
 3. Includes VFD control for those EFs scheduled to have them. VFDs provided and installed by others.
 4. *Requires coordination with job electrician for 120V drop (or stepdown transformer) to power EF control panel(s).*

Office Section

- A. (7) Split System Air Conditioning Units (FCU-1 through 7)**
1. Furnish and install controller and end devices for BAS monitoring and control of split systems. Install temperature and humidity sensors where shown.
 2. Pull high speed communications bus to unit for Tracer BAS connection.
 3. Furnish and install interconnect wiring and terminations between indoor and outdoor unit.
 4. Furnish and install interlock of fire alarm system device to Unit for local shutdown as required by code for units above 2000 cfm.
 5. Includes interlock and control of GDH-1 with FCU-1 as scheduled.
- B. (6) Exhaust Fans to be controlled as follows:**
1. Furnish and install current sensing relays for enable and status monitoring by Tracer BAS.
 2. Coordinate installation of control panels near existing and new EF motor starters.
 3. Provide software interlock to associated AHU for TOD scheduling.
 4. Includes VFD control for those EFs scheduled to have them. VFDs provided and installed by others.
 5. *Requires coordination with job electrician for 120V drop (or stepdown transformer) to power EF control panel(s).*
- C. (1) Trane Horizon Packaged Dedicated Outside Air Unit (DOAS-1)**
1. Furnish and install wired communications interface to factory mounted UC600 BACnet controller. Internal unit sensors and end devices to be factory mounted as well.
 2. Includes mounting of devices required to be field mounted and shipped loose with unit.
 3. Furnish and install interlock of fire alarm system device to Unit for local shutdown.
 4. Includes unit graphic, programming, and standard equipment pages.

Trane will furnish and install all required electrical equipment and materials necessary for a complete, functional building HVAC and control system. Trane will also furnish and install new LED lighting fixtures along with associated conduit, wiring, and switches for kennel area lighting as specified by the drawings and specifications. Trane will furnish and install gas piping and plumbing system modifications as specified by the drawings and specifications.

Trane will furnish and install new/replacement suspended ceiling tiles in accordance with Addendum 2.

Trane will clean all HVAC supply duct systems that are being “re-used” in compliance with Addendum 2.

Extended Warranty

The following extended warranties are included in the project scope:

- 5-year parts/labor on equipment provided by Trane
 - (2) Trane Outdoor Air Units
 - (2) Trane Split systems
 - (1) Aeon Split System
 - (1) Gas Duct Heater
 - (8) Fans as provided in the Fan Schedule on page M3.1 of the project drawings

GENERAL ASSUMPTION AND EXCLUSIONS

1. Correction of any code deficiencies not directly caused by the improvements covered in this Scope of Work is the responsibility of the Customer. Customer may address corrections in its own manner outside of Trane’s sub-contractors and vendors after receiving their input.
2. The Scope of Work herein is based on the assumption that the Customer’s existing mechanical and electrical features, and other structures are in a good working condition.
3. Any upgrades required that are not expressly included in this Scope of Work are the responsibility of the Customer.
4. Except where expressly stated in the Scope of Work, repair of existing equipment and system deficiencies is not covered by the scope of Trane’s Services hereunder.
5. Trane plans to undertake the majority of implementation work during normal work hours (Monday through Friday: 7 AM EST – 5 PM EST) with the exception of building utility outages; most of this work will occur during night and weekend time periods. Trane and the Customer will collaborate to develop a detailed plan for work scheduling in each building after commencement of the contract
6. Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
7. Any work to the fire and life safety systems in the facility is excluded.
8. Trane is to reuse all existing smoke detector and fire safety interlocks and they are expected to be in working condition.
9. Systems not specifically mentioned in the proposal are not covered.
10. Customer shall make work areas clear of employees for times and durations listed in the project schedule.
11. Customer shall provide network access and a data drop at the location of each Tracer SC+ controller as called out in the design drawings developed at a later date.
- 12.** Any electrical work outside of the specific scope of work outlined herein is excluded.

EXHIBIT C
Description of Premises

The Premises are described as follows:

Hall County Government Center
1688 Barber Rd
Gainesville, GA 30507

EXHIBIT D.1
Certificate of Substantial Completion

Certificate of Substantial Completion

{Customer & project name}

Trane Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement ("Agreement"), by and between Trane U.S. Inc. ("Trane"), and ("Customer"), dated as of , have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punch list items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

EXHIBIT D.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{Customer & project name}

Trane Project No.:

Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (the "Agreement"), by and between _____ ("Customer") and Trane U.S. Inc., dated as of _____, has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____