



# Trane Turnkey Proposal



**Turnkey Proposal For:**  
Hall County Board Of Commissioners

**Local Trane Office:**  
Trane U.S. Inc.  
4000 DEKALB TECHNOLOGY PARKWAY  
SUITE 100  
Doraville, GA 30340

**Local Trane Representative:**  
Jeff Kellner  
Team Leader Service Sales / Energy  
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**Proposal ID:** 3164979  
**COOP Quote Number:** 27-287113-21-007  
**COOP or Federal Contract ID:** Omnia 15-  
JLP-023

**Date:** August 16, 2023



## TRANE TURNKEY PROPOSAL

# Executive Summary

Trane is pleased to present a solution to help Hall Cnty Bd Of Commissioners reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Hall Cnty Bd Of Commissioners to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$2,196,647.19 USD. This investment will provide Hall Cnty Bd Of Commissioners with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Hall Cnty Bd Of Commissioners for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Jeff Kellner  
Team Leader Service Sales / Energy Services, North Georgia Southeast Region, Trane U.S. Inc.



## The Warranty Period

Your Trane Limited Equipment Warranty begins when factory-trained and authorized technicians have completed the Trane factory-recommended start-up. The subsequent period represents the most crucial time in the life of your new system.

The warranty you receive with your new system does not include provisions for prescribed maintenance or regular operation and performance inspections. The general terms of the warranty require that Trane system owners take responsibility for operations, calibration, inspections and maintenance of their systems. Failure in any of these areas can have an adverse effect on the equipment and the validity of the warranty. Additionally, issues covered by the warranty may go undetected until after the warranty period has ended.

During the warranty period, it is important that your new system is inspected regularly, per Trane industry-leading service recommendations, by factory trained and qualified technicians. It is also important that service is documented carefully during the warranty period. Warranty claims may require documentation verifying that equipment has been operated and inspected per Trane recommendations. Documentation can be used to help determine the cause of failure, preventing similar occurrences after the warranty has expired.

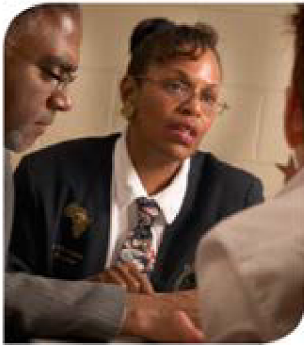
Any warranty issues found during the periodic inspections will be reported immediately. These inspections will feature the use of diagnostic practices developed exclusively for and used by Trane factory trained technicians.



TRANE SERVICE AGREEMENT FOR YOUR TURNKEY PROJECT

# Added Value

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Trane Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



**Research has shown that regular maintenance can:**

Cut unexpected breakdowns by .....	<b>70-75%*</b>
Reduce downtime by .....	<b>35-45%*</b>
Lower equipment repairs and maintenance costs by .....	<b>25-30%*</b>
Reduce energy consumption by .....	<b>5-20%*</b>

\*Source: FEMP O&M Guide—August 2010

In addition to financial value, when you partner with Trane you can expect:

## Contract and Financial Benefits

**Assigned Service Team** - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems experience.

**Priority Response** - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

**Automated Scheduling System** - Trane utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed as stated.

**Financial Benefits** - The implementation of this support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

## Trane Intelligent Services – 24 x 7 Support

With an active Trane service agreement, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. Three levels of TIS serve a range of needs: Alarm Notification is exclusive to Trane and is included in this agreement. Active Monitoring and Building Performance are optional service levels that may be customized to meet your unique requirements.



## Superior Service Delivery

### Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

**Service Workflow** - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

## Knowledge Transfer

**Documentation** - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

**Operational System Optimization** - Trane Service Technicians will review operating sequences and practices for the equipment covered by the Agreement and advise you of operational improvement opportunities.

**Training for Facility Staff** – Operator training and coaching is available per the service Agreement. Additional training can be customized to meet your site specific needs.

## Health and Safety

**Safety Management Program** - Trane Building Services employs several full-time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

**Personal Safety** - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

**Drug-Free Workplace** - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



**Prepared For:**  
Hall County Board Of Commissioners

**Date:**  
August 16, 2023

**Job Name:**  
Hall County Jail - Phase II

**Proposal Number:**  
3164979

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**State Contractor License Number:**

**Proposal Expiration Date:**  
30 Days

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## **Scope of Service: Executive Summary**

- Install (3) Energy Recovery Units
  - *As specified – in the Improvement Drawings*
- Install (1) Make-Up Air Units
  - *As specified – in the Improvement Drawings*
- Install (5) Air Handling Units
  - *As specified – in the original Improvement Drawings*
  - *AHU-A1, AHU-A2, AHU-A3, AHU-A4, AHU-A5*
- Install (1) RTU Chilled Water Air Handling Units
  - **Unit Overview - UCCAG03C1G0HP043000000BD898BB1DC0E000BD**
  - *AHU-H1.8*
- Install -2 dehumidifiers.
  - **BCVE024 500 cfm**
- Complete Conversion from JCI DDC Controls to Trane SC + Ensemble
  - *As specified below.*
  - *This scope will allow for complete control of the entire HCO Jail Facility with no dependence for HVAC Control on other providers.*
- **Project Design:**
  - *Trane intends to complete this project in full stages to allow for minimum downtime in each area of the jail. Rental contingencies can be offered for additional funds. Equipment downtime will be required.*

- Project carries a 1 Year Parts and Labor on all other associated components
- TRANE to provide routine project oversight through OSHA-certified Project Manager Professional
- Start Up and Owner Orientation on all associated components of the new system
- Performance bond and all associated permits included in the project
- TRANE safety standards – project reviewed and audited by TRANE EH&S (Safety) Manager
- TRANE will and has included coordination with associated controls components
- This project is considered Turnkey.

## ***Scope of Service: Detailed***

### ***Mechanical Services – Worked performed according to existing engineered plans***

- Submit all associated product data/submittals to Hall for acceptance prior to project commencement.
- Present and discuss acceptance with Hall County Leadership
- Install (3) Energy Recovery Units - *As specified – in Improvement Drawings*
- Install (1) Make- Up Air Units - *As specified – in Improvement Drawings*
- Install (5) Air Handling Units - *As specified – in original Improvement Drawings*
  - AHU-A1, AHU-A2, AHU-A3, AHU-A4, AHU-A5
- Install (1) RTU Chilled Water Air Handling Units
  - AHU-H1.8
- Install -2 dehumidifiers.
  - BCVE024 500 cfm
- Purchase and install all sheet metal and offsets required to accommodate new ERU.
- Furnish and Install new insulation where required – to match existing internally lined ductwork
- Furnish and Install, where needed, chilled water insulation piping – 1.5” ASJ – Aluminum Jacketed Insulation.
- Furnish and Install, where needed, adapter curb for unit offsets.
- Supply and Install New Chilled Water Control Valves to allow for precise chilled water control at units
  - Design allows for a 5-6F offset at each unit
  - Savings recognized through this process
- Clean all debris and dispose of it properly on a daily basis.
- Furnish all incidental equipment required to complete this work. This includes, but is not limited to, hoisting, Forklifts, scissor lifts, safety equipment, tools, Dumpsters, transportation, welding machines and supervision.
- Provide fit-out materials as needed (i.e., thermometers, Pete’s Plugs, etc.).
- Start-up by Trane Factory Technician.
- Follow all Hall County and Trane safety regulations as required.
- Provide Test and Balance Services for validation of AHU & ERU performance.
  - Note system will be balanced at the current state.

### Electrical and Controls Installation Services:

- Adjust wiring to accommodate new electrical offsets required for each unit.
  - Disconnect – reconnect electrical circuitry for each unit.
  - Low voltage termination and reconnection included.

Trane will furnish Submittal drawings, Material, Installation, Programming, and Commissioning of a Trane Tracer BAS system for the following HVAC systems/equipment:

#### **A. Trane Tracer Ensemble Facility Management System**

1. All equipment replaced or retrofitted under the phase 2 scope of work is to be networked to the Tracer Ensemble FMS installed during phase 1.
2. Furnish and install additional Tracer SC+ controller to expand system capacity.
3. Remove existing JCI building controllers and enclosures. Return to the owner.
4. Furnish the standard status page and standard equipment graphics.
5. Furnish custom floor plan graphics.

NOTE: Trane excludes replacement or repairs to existing security or fire alarm systems. Hardwire interlocks to new equipment shall be accomplished using existing relays, wiring, and conduits. BACnet integration of the existing fire alarm system includes monitoring of alarms and status only; control is to be maintained by the existing system.

#### **B. Mechanical Plant**

1. Furnish and install controls for the following:
2. (1) Centrifugal Chiller  
Tag: CH-1
  - a. Furnish and install DDC controller and end devices for enable and status monitoring of existing centrifugal chiller
  - b. Furnish new control valves, flow meters, temperature sensors, and BTU meters as shown. Installation by others.
  - c. Furnish and install end devices for control and status monitoring of EF-CP-1.
  - d. Furnish and install the outdoor temperature and humidity monitoring station.
  - e. Includes installation of refrigerant monitor, sensors, indicating, and associated wiring.
  - f. Excludes providing refrigerant monitors, sensors, and indicating devices
3. (1) Cooling Tower  
Tag: CT-1
  - a. Furnish and install end devices for control and status of cooling tower fan.
  - b. Variable frequency drive with BACnet card provided and installed by others.
  - g. Furnish control valves and temperature sensors as shown. Installation by others.
  - h. Furnish wiring for chemical treatment, basin heater, level control, and vibration switches.
  - i. Excludes level control, level probes, valve, and water meter for make-up water system
4. (3) Chilled Water and Condenser Water Pumps  
Tag: CWP-1, CHWP-1, & CHWP-2
  - a. Furnish and install end devices for interlock, control, and status of (2) chilled water pumps.
  - b. Furnish and install end devices for interlock, control, and status of (1) condenser water pumps.
  - c. Variable frequency drive with BACnet card provided and installed by others.



**C. (5) Trane Air Handling Units**

Tag: AHU-A1 – A5 & AHU-H1.8

1. DDC controller with end devices provided factory installed with the equipment. Interface to the TracerFMS
2. Furnish and install a 2-way chilled water control valve.
3. Furnish and install duct static pressure sensors for multi-zone VAV AHUs (AHU-A1 & A4 only).
4. Furnish and install interlock to associated fire alarm system devices for AHU shutdown.
5. Excludes providing or installing dampers.
6. Variable frequency drive with BACnet card furnished and installed by others.
7. Disconnect the existing hardwire interlock to the existing security and fire alarm system prior to the existing unit demolition. Reconnect existing hardwire interlocks at the new AHU controller. Trane will provide the status of each AHU back to the security system through the existing hardwire interface to the security system controller.
8. Includes interlock to corresponding EF for enable and status monitoring.

**D. (3) Trane Energy Recovery Units**

Tag: ERU-A1 – A3

1. Furnish and install communication interface to manufacturer provided BACnet card.
2. Furnish and install interlock from associated AHU for remote enable/disable control of ERU.
3. Furnish and install entering and leaving supply and exhaust air temperature sensors.
4. Furnish and install interlock of fire alarm system device to ERU for local shutdown.
5. Excludes providing and installing airflow monitoring stations.
6. Damper actuators to be provided with the equipment.
7. Excludes providing and installing control devices specified to be provided with the equipment.

**E. (2) Trane Makeup Air Unit**

Tag: MAU-A4

1. Furnish and install communication interface to manufacturer provided BACnet card.
2. Furnish and install entering and leaving supply and exhaust air temperature sensors. (qty 4)
3. Furnish and install the interlock of the fire alarm system device to MAU for local shutdown.
4. Excludes providing and installing airflow monitoring stations.
5. Damper actuators to be provided with the equipment.
6. Excludes providing and installing control devices specified to be provided with equipment.

**F. (17) Hydronic Fan Coil Units**

Tag: FCU-CP1, CP2, A4.1 – A4.3, A1 – A4, & H1.1 – 1.8

1. Replace existing FCU BACnet communicating thermostat with new. Interface to existing control wiring and return old devices to owner.
2. Furnish new chilled water control valve. Installation by others.
3. Reconnect interlock of fire alarm system device to FCU for local shutdown (as applicable).

**G. (17) Variable Volume Terminal Units**

Tag: VAV-1-1 – 1-12 & 4-1 – 4-

1. Furnish and field install retrofit DDC controller with damper actuator.
2. Remove existing controller and end devices and return to owner.
3. Furnish and install space temperature and discharge air sensors to replace existing end devices at their current locations.
4. Assumes power at the terminal unit is 24V and able to be reused. Connect new terminal unit controller to existing power supply.

## H. (3) Supply Fans

Tag: SF-A4.1 – A4.3

1. Furnish and install DDC controller and end devices for enable and status monitoring.
2. Furnish and install control wiring to modulate natural gas heating valve
3. Reconnect hardwire interlock to associated EF.
4. Owner Training

1. Includes up to (16) hours of onsite customer training by a factory authorized representative. Additional training may be provided upon request on a T&M basis.

### **Project Management. Site Supervision. Safety Services:**

- Provide Trane Contracting Project Manager to manage the project
  - PM to manage all subcontractor performance related to: Scope, Safety, & Compliance
  - Ensure schedule is adhered to appropriately.
- Safety Supervision
  - Trane Safety manager to provide routine safety supervision and redirection if needed to Trane employees and all associated sub-contractors.
  - Ensure compliance to all Trane and Hall County Safety Requirements
  - Ingersoll Rand Company / Trane, Inc. EMR Rating:0.46

### **Exclusions / Clarifications**

- All work to be performed during normal business hours of Monday-Friday 7AM to 5PM, unless noted above.
- No asbestos testing / abatement (if applicable). *Alert of negative findings.*

### **Warranties**

- Total Project: 1 Year Labor/1 Year Parts
- Alternate add for 5-Year Parts/Labor Warranty on Equipment Only ( see pricing page )

**Please use our turnkey price of:**

**Please use our total turnkey price of \$ 2,196,647.75**

**Alternate Add for 5-Year Parts and Labor Warranty (Equipment Only): \$43,742.00**

**Please let me know if we can answer any questions; we appreciate your partnership.**  
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.

## Pricing and Acceptance

Hall County Board Of Commissioners

Site Address:  
Hall County Jail  
1700 Barber Rd  
Gainesville, GA 30507

### Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$2,196,647.19 USD

### Clarifications

1. Pricing is valid for 30 Days from the date of proposal.
2. Price includes applicable sales taxes,
3. Any service not listed is not included.
4. Work will be performed during normal hours.

Respectfully submitted,

Jeff Kellner  
Team Leader Service Sales / Energy Services, North Georgia Southeast Region  
Trane U.S. Inc.  
E-mail: [jkellner@trane.com](mailto:jkellner@trane.com)  
Office Phone: (404) 321-7500



**ACCEPTANCE**

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Jeff Kellner	Cell: (678) 447-7391 Office: (404) 321-7500 Proposal Date: August 16, 2023
<b>CUSTOMER ACCEPTANCE</b> Hall Cnty Bd Of Commissioners	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; 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 commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 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 Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. 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 Work rendered by Company to the date of cancellation.
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. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 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 and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
11. **Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’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. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

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

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

**14. Pre-Existing Conditions.** Company 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 building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company 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 Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. 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 exclusively 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 and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. 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 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour 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.

**17. Customer's 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 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 Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend 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 tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**20. 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), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said

equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; 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. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. 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 WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. 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.**

**23. Insurance.** Company agrees to maintain the following insurance while the Work is being performed 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 waive its right of subrogation.

**24. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**25. 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 Work is 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 Work is 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 Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent 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, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's 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.

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

**27. U.S. Government Work.**

**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 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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, 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 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 work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. 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.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)



