



5785 Constitution Drive, Florence, KY 41042
Phone # 859-746-8403 Fax # 859-746-0250

April 6, 2017

Attn: Ehmet Hayes
Robert Ehmet Hayes & Associates PLLC
2512 Dixie Highway
Ft. Mitchell, KY 41017

RE: **Conner Middle School HVAC Upgrades -- Phase 2**
New TRANE Chillers

Dear Ehmet,

As you are aware, the chillers were not properly prepared for shipment and arrived in a questionable condition. In lieu of replacing these chillers, it has been agreed between MSCC, Robert Ehmet Hayes & Associates, Boone County School District, and Trane that Trane provide the following:

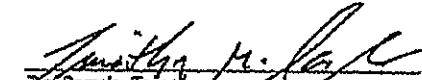
1. 7 year PARTS & LABOR Warranty for the chillers
2. An additional 3 year warranty for PARTS (for total of 10 years on parts)
3. Boone County School District will contract yearly Maintenance with Trane for these chillers. The yearly fee for this maintenance agreement will be \$2,750.00. This agreement will be renewed yearly for seven years, with no increase in the fee of \$2,750.00
4. Trane will furnish 3 each Hi-Rise Units at no cost.

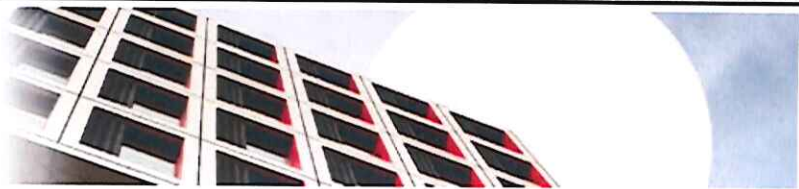
Please sign below to confirm agreement:


Ehmet Hayes; Robert Ehmet Hayes & Associates PLLC


Eric McArtor; Boone County School District


Sherry Seger; Mark Spaulding Construction Comp


Tim Sample; Trane



Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215-1118
Phone: (513) 771-8884, Fax: (513) 772-7281
Service Contact: (513) 772-4555

July 20, 2020

Customer:

Boone County Board of Education
5601 North Bend Road
Burlington, KY 41005

Site Address:

Conner Middle School
3300 Cougar Path
Hebron, KY 41048

SUBJECT: 1 Year Continuation of Service Agreement 4372

Your Trane Service Agreement is scheduled for renewal on **October 1st, 2020**. To assure that there will be no interruption of service and benefits to Boone County Board of Education your Service Agreement will be extended through **September 30th, 2021**. The adjusted Service Fees for all sites is set forth in the following table:

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$2,750.00	\$2,750.00	Annual

The Annual Amount and Payment information set forth above **DO NOT** include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. **The discount would be 82.50 USD if this option is selected.** Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period.

CLARIFICATIONS

If Boone County Board of Education accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,



Chance Brofft
Account Manager
(859) 835-7796
Trane

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: 47248