

**DANNY CLEMENS, DIRECTOR**  
GEORGE BROCK, MAINTENANCE SUPERVISOR  
THOMAS STOKES, CUSTODIAL SUPERVISOR  
ANDREA ROCK, ENERGY MANAGER

**DEPARTMENT OF FACILITIES**

**MEMO**

**TO:** Dr. Jesse Bacon, Superintendent  
**FROM:** Danny Clemens, Director of Facilities  
**Date:** August 9, 2023  
**RE:** Contract - BMS Renovation Bid Package #2 - Controls **DC**

Requested for approval is a contract with Trane US for Bid Package #2 in the amount of \$379,732.00 for base bid, along with the accepted alternate in the amount of \$0.00, for a total cost of \$379,732.00.

**I recommend approval of this request.**

**Attachments:**

- 1. A101\_2007\_KDE Version - Bernheim Middle School Renovation BP2 - for BCPS BOE Review and Signature - **for BOE signature on page 11**
- BP2 - Attachment 1 - Project Manual Index – *attachment to contract no action needed.*
- BP2 - Attachment 2 - Drawing Index – *attachment to contract no action needed.*
- BP2 - Attachment 3 - Contractors Form of Proposal – *attachment to contract no action needed.*

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

# Kentucky Department of Education Version of **AIA** Document A101™ – 2007

*Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum*



This version of AIA Document A101™–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A101™– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101™–2007 — KDE Version."

# Kentucky Department of Education Version of AIA® Document A101 – 2007

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the Nineteenth day of June  
in the year Two Thousand and Twenty-Three  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)  
Bullitt County Public Schools Board of Education  
1040 KY Hwy 44 East  
Shepherdsville, Kentucky 40165  
Telephone Number (502) 869-8000

and the Contractor:  
(Name, legal status, address and other information)  
Trane U.S.  
12700 Plantside Drive  
Louisville, Kentucky 40299  
Telephone Number (502) 499-7000

for the following Project:  
(Name, location and detailed description)  
Bernheim Middle School Renovation - Bid Package #2  
700 Audubon Drive, Shepherdsville, Kentucky 40165

Project scope includes the installation of the Building Automation Temperature Control system for Bernheim Middle school. Work will run concurrent with two other Bid Packages: Bid Package #1 – General Construction and Bid Package #3 – Technology.

The Architect:  
(Name, legal status, address and other information)  
Studio Kremer Architects, Inc.  
1231 S Shelby Street  
Louisville, Kentucky 40203  
Telephone Number (502) 499-1100

The Owner and Contractor agree as follows.



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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

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**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*  
 Substantial Completion to be achieved by date cited below, unless explicitly modified by Change Order.

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
Entire Work of the Contract	July 15, 2025

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of One Thousand Dollars and No Cents per Day up to a cap of 10% of the Contract Value (\$37,973.00) (\$ 1,000.00 ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred and Seventy-Nine Thousand, Seven Hundred and Thirty-Two Dollars and Zero Cents. (\$ 379,732.00 ), subject to additions and deductions as provided in the Contract Documents.

*(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)*

	<b>Amount</b>
Base Bid	\$ 379,732.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 379,732.00
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 379,732.00

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)*

Number	Item Description	Amount
Alternate No. 1	Owner Preferred Controls - Trane	0.00
	<b>Total of Alternates</b>	<b>0.00</b>

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)*

N/A

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.4** Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

N/A

Item	Price
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## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five ( 45 ) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of TEN percent ( 10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent ( 10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.*

Retainage shall not be reduced to below two percent (2%) until punch is 100% complete and Owner and Architect have had a final walk-through to confirm.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*



**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007 — KDE Version, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- Litigation in a court of competent jurisdiction where the Project is located
- Other: *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 — KDE Version.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 — KDE Version.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

N/A

**§ 8.3** The Owner's representative:  
*(Name, address and other information)*

Dr. Jesse Bacon, Superintendent  
Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

**§ 8.4** The Contractor's representative:  
*(Name, address and other information)*

Jason E. Dusch  
Harshaw Trane  
12700 Plantside Drive  
Louisville, KY 40229

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:  
*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

Document	Title	Date	Pages
Div. 0 Specifications	Bidding and Contract Provisions	May 03, 2023	Inclusive
Div. 1 Specifications	General Requirements	May 03, 2023	Inclusive

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*  
Refer to Project Manual Index attached to this Agreement.

Section	Title	Date	Pages
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Init.

**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Refer to Drawing Index attached to this Agreement - work is shown in Bid Package #1 Drawings.

Number	Title	Date
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**§ 9.1.6 The Addenda, if any:**

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

Number	Date	Pages
Addendum No.1	May 12, 2023	10
Addendum No.2	May 19, 2023	110
Addendum No.3	May 26, 2023	118

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:**

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- ~~C. KDE Purchase Order Summary Form — Not Applicable~~
- D. Contractor's Performance and Payment Bonds (attached to this agreement)
- E. Contractor's certificate of insurance (attached to this agreement)

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 – KDE Version.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)*

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

As specified in Article 11 of AIA Document A201-2007 of the contract documents.

This Agreement entered into as of the day and year first written above.

Trane U.S. Inc.

\_\_\_\_\_  
OWNER (Signature)

*Karen M. Campbell*  
\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

Karen M. Campbell, Sr. Contract Manager  
\_\_\_\_\_  
(Printed name and title)

nit.

# INDEX TO SPECIFICATIONS

## Bernheim Middle School Renovation Bullitt County Public Schools

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Shepherdsville KY 40165

#### BIDDING REQUIREMENTS

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	00 20 00	Supplemental Instructions to Bidders KDE Form of Proposal Attachment A ( <i>Form of Proposal</i> ) – Contractor Acknowledgment of Compliance
	00 40 00	General Notes to Contractor
	00 50 00	Contractor Safety Bullitt County Public Schools - New Construction & Renovation Design Guidelines

#### CONTRACT FORMS

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M4.1A HYDRONICS - NEW WORK - AREA A  
M4.1B HYDRONICS - NEW WORK - AREA B  
M5.0 ENLARGED MECHANICAL ROOM - AIR DISTRIBUTION  
M5.1 ENLARGED MECHANICAL ROOM - HYDRONICS  
M5.2 ENLARGED FLOOR PLANS  
M6.0 MECHANICAL PIPING SCHEMATICS  
M7.0 MECHANICAL DETAILS  
M7.1 MECHANICAL DETAILS  
M8.0 MECHANICAL SCHEDULES  
UM1.0 MECHANICAL SITE PLAN  
UM1.1 MECHANICAL SITE DETAILS

### ELECTRICAL

E1.0 ELECTRICAL LEGEND  
E2.1 PARTIAL FIRST FLOOR ELECTRICAL DEMO - AREA A  
E2.2 PARTIAL FIRST FLOOR ELECTRICAL DEMO - AREA B  
E3.1 PARTIAL FIRST FLOOR LIGHTING - AREA A  
E3.2 PARTIAL FIRST FLOOR LIGHTING - AREA B  
E4.1 PARTIAL FIRST FLOOR POWER - AREA A  
E4.2 PARTIAL FIRST FLOOR POWER - AREA B  
E4.3 PHOTOVOLTAIC ARRAY  
E5.1 PARTIAL FIRST FLOOR HVAC POWER - AREA A  
E5.2 PARTIAL FIRST FLOOR HVAC POWER - AREA B  
E5.3 OVERALL FLOOR PLAN - INTERCOM ZONING FLOOR PLAN  
E6.0 ELECTRICAL DETAILS AND SCHEDULES  
E6.1 ELECTRICAL DETAILS AND SCHEDULES  
E6.2 ELECTRICAL DETAILS AND SCHEDULES  
E6.3 ELECTRICAL DETAILS AND SCHEDULES  
E6.4 ELECTRICAL DETAILS AND SCHEDULES  
E6.5 ELECTRICAL DETAILS AND SCHEDULES  
E7.0 ELECTRICAL RISER DIAGRAM  
E7.1 ELECTRICAL SCHEDULES  
E7.2 ELECTRICAL SCHEDULES  
E7.3 ELECTRICAL SCHEDULES  
E8.0 TEMPORARY EMERGENCY LIGHTING  
UE1.0 PARTIAL SITE UTILITY PLAN - ELEC. DEMO  
UE1.1 PARTIAL SITE UTILITY PLAN - NEW ELEC.

BG No. 23-051

Date: 5-31-2023 To: (Owner): **Bullitt County Public Schools**

Project Name: **Bernheim Middle School Renovation**

Bid Package No.2  
**Building Automation Temperature Control**

City, County: **Shepherdsville, Kentucky**

Name of Contractor:  
**Trane U.S.**

Mailing Address:  
**12700 Plantside Drive, Louisville, KY 40299**

Business Address: 12700 Plantside Drive, Louisville, KY 40299 Telephone: 502-499-7000

Fax: \_\_\_\_\_

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1,2,3 (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID:** For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$379,732.00

Use Figures

Three Hundred Seventy Nine Thousand Seven Hundred Thirty Two Dollars & Zero Cents

Use Words

Use Words

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
No.1	<b>Owner Preferred Controls - TRANE</b>			<input checked="" type="checkbox"/>
Voluntary Alternate	<small>Purchase Trane Equipment as BP-1 with Trane factory mounted controls (please contact wiring mechanical contractor for details and cost implications of accepting this alternate)</small>		\$67,620.00	<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.



**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<p align="center"><b><u>BRANCH OF WORK</u></b> (to be filled out by the Architect)</p>	<p align="center"><b><u>SUBCONTRACTOR</u></b> (to be filled out by the contractor)</p>
1.	Temperature Controls	Trane Louisville CSO 12700 Plantside Drive Louisville, KY 40299
2.	Temperature Control - Wiring and Electrical	Thermal Controls 1808 Cobalt Drive Louisville, KY 40722
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

**DIRECT MATERIAL PURCHASES:**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.	None		
2.			
3.			
4.			
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7.			
8.			
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12.			
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18.			

	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER DESCRIPTION</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER AMT.</b> (to be filled out by the Contractor)
19.			
20.			
21.			
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43.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
44.			
45.			
46.			
47.			
48.			
49.			
50.			

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

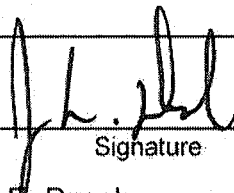
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: Trane U.S.

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_



Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Jason E. Dusch

AUTHORIZED REPRESENTATIVE'S TITLE: Senior Controls Account Manager

**NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000. \$100,000. (change effective June 3, 2019.)**

This form shall not be modified.

**CONTRACTOR ACKNOWLEDGEMENT OF COMPLIANCE WITH KRS 45A.343**

By signing below, Contractor or Subcontractor acknowledge that it has read KRS 45A.343. Contractor or Subcontractor fully understands the effect of nondisclosure or noncompliance for failure to reveal violations of certain KRS Chapters as listed in KRS 45A.343.

2.3.7 Compliance with KRS Chapter 45A

- (a) All applicable provisions of KRS Chapter 45A regarding notice to and disclosure by contractors shall be complied with. Without limitation of the foregoing, every contract entered into by the Board shall require the contractor and all subcontractors performing work under the contract to:
  - (i) Reveal any final determinations as such term is used in KRS 45A.343 of a violation by the contractor or subcontractor within the previous five-year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor; and
  - (ii) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor for the duration of the contract.
- (b) A contractor's failure to reveal such a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Board's:
  - (i) Cancellation of the contract; and
  - (ii) Disqualification of the contractor from eligibility for future contracts awarded by the Board for a period of two years.
- (c) A Subcontractor's failure to reveal such a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the subcontractor from eligibility for future contracts for a period of two years.

Contractor and or Subcontractor acknowledge that it has complied with the above requirements and have had the following violations as referenced above.

Listing of Violations (Attached separate sheet if necessary) Write "None" if no violations.

None

Trane U.S.  
Company Name

5-31-23  
Date

JASON E. DOSCH  
Contractor or Subcontractor (Print Name)

J. H. De  
Contractor or Subcontractor (Signature)



## Controls Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

**Prepared For:** Bullitt County Schools

**Date:** May 31, 2023

**Proposal Number:** 7320534-01

**Job Name:**

Bernheim Middle School  
Bullitt County Schools  
Bid Package #2

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**

Net 30 Days

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Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Project Addendum acknowledgement: 3**

**Coordination:**

The following products are not provided and/or installed in this scope of work but are to be integrated into the Building Automation System:

- Dedicated Outside Air Units
- Make-Up Air Unit
- Water Source Heat Pumps
- Split System AC Units
- Electric Unit Heaters
- Exhaust Fan
- Supply Fan
- Kitchen HVAC
- Domestic Hot Water
- Building Electric Meter
- Solar Meter

**General Project Scope:**

Trane proposes to furnish web-based open protocol direct digital controls system associated with HVAC equipment for the Bernheim Middle School Renovation Project in accordance the plans and specifications dated 05/03/23. New work will tie seamlessly into the owners existing Trane Enterprise BAS system. All required project management, controls engineering, installation, programming and system setup and sequence checkout is included as detailed below:

**Detailed Scope:**

- Web based Building Automation System
  - Trane I/P based BACnet Network Controller



- High resolution, 3D Graphics and animation for status
- (2) Laptop PC's
- Owner Training
  - (8) hours of initial owner FMS training
  - (16) hours of follow-up owner training
  - Unlimited access to online self-paced training for one year
- Integration with (2) Dedicated Outside Air Handling Unit with factory DDC controls and VFD's (provided, installed, setup and commissioned by others)
  - Units to come with factory installed and wired BACnet based controllers, VFD's and end devices
  - Install and terminate communication bus to Trane Network Controller
  - Integrate Units into Trane headend
    - Field installation of factory provided loose control end devices
- Integration with (1) Make-Up Air Handling Unit with factory DDC controls and VFD's (provided, installed, setup and commissioned by others)
  - Units to come with factory installed and wired BACnet based controllers, VFD's and end devices
  - Install and terminate communication bus to Trane Network Controller
  - Integrate Units into Trane headend
    - Field installation of factory provided loose control end devices
- Controls for (34) Water Source Heat Pumps with factory terminal strip (provided, installed, setup and commissioned by others)
  - Field provide and install Trane controller
  - Field provide and install control temperature sensors, control relays and filter switch
  - Field provide and install Space Temperature Sensor
  - Tie in isolation valve (provided and installed by others)
  - Install and terminate communication bus to Trane Network Controller
  - Integrate Units into Trane headend
  - Where applicable (Provide duct dampers and Actuators for economizers, Installation of dampers by others. Trane will wire damper actuators back to controller)
  - Where applicable - Provide and field install Space CO2 Sensor
- Mechanical Room M302:
  - Provide, install, wire and program Trane Programmable Controller. Connect to the following:
  - WSHP Loop Controls
    - Provide, install and wire Outside Air Temperature and Humidity Sensors
    - **Provide and control (3) Loop Pump VFD's**
      - **Installation and high voltage wiring by Div. 16 contractor**
    - Field wire (1) factory loose Differential Pressure Transmitter
      - Installation of Transmitter by mechanical contractor
    - Provide and wire temperature and flow sensors
      - Installation by Mechanical Contractor
    - Provide monitoring and control of the Make-Up Water
      - Installation of flowmeter and valve by Mechanical Contractor
    - Provide monitoring of Domestic Hot Water Heater (provided and installed by others)
    - Provide monitoring of Building Power
      - Meter provided and installed by others
      - Meter to be provided with BACnet communication interface
    - Provide monitoring of Solar Power Meter
      - Meter provided and installed by others
      - Meter to be provided with BACnet communication interface
    - Provide control of up to (5) exterior Lighting Circuits
      - Lighting power panel provided and installed by others

- Provide and install (1) exterior Photocell
- Kitchen Area:
  - Monitor Status of Kitchen Freezer/Cooler
- Monitor (4) Electric Unit Heaters
  - Heaters provided and installed by others
  - Trane will field install and wire factory provided thermostat
  - Trane will monitor status of heater on the BAS
- Monitor (3) Split AC Units (AC-x)
  - Units to be provided with factory BACnet interface/controller by manufacturer
  - Install and terminate communication bus to Trane Network Controller
  - Integrate Units into Trane headend
  - Field install factory provided Space Temperature Sensor
- Commissioning Support (per Specification 230800)
  - Trane will provide up to (24) hours of labor to support Commissioning Agent Services. Additional labor will be charged at T&M rate of \$175.00 per hour.
- Installation and wiring of controls.
  - All low voltage control wiring in concealed and accessible locations will be installed per NEC Class 2 (Plenum rated cable without conduit)
  - Conduit will be used in exposed mechanical spaces
- **Due to current market conditions, material production and/or delivery subject to availability.**
- This proposal is Valid for 15 days.
- One-year warranty on all control equipment furnished by Trane.

#### Clarifications:

- Proposal based on DOAS, MAU and Split AC Units coming with factory installed and wired BACnet based Direct Digital Controllers.
- Integration with 3<sup>rd</sup> party (non-Trane) equipment and/or systems
  - 3<sup>rd</sup> party equipment and/or system will need to be setup, commissioned and ready for connection by factory representative
  - Equipment representative will need to be present (or physical verbal communication) with Trane Technician during connection process
  - Trane uses industry standard BACnet and LonWorks as acceptable protocols. Data to be integrated limited to the capabilities/compatibility between to the two systems.
- Work to be done during normal working hours. Monday through Friday, 8AM to 5PM.

#### Not Included:

- Anything not specifically stated in proposal
- Mounting VFD and/or line voltage wiring
- Provision, Installation and/or wiring of occupancy sensors or override switches
- Smoke/Fire Dampers, smoke detectors, smoke audible/visual alarms, and/or Fire related shutdown devices or wiring other than unit emergency shutdown from smoke detector to AHUs
- Network connections and IP addresses for building controller
- Testing & balancing
- Installation of valves, pipe well sensors, and differential pressure switch hydronic tubing.
- Cutting and/or patching walls, floors and/or ceilings

#### Proposal Prepared From the Following Documents

- Drawings: M1.0 through M8.0 dated 5/03/2023

- Specs: 250200 dated 05/03/2023
- Addm: 3
- Project Schedule: Subject to contract award and material availability
- Submittal time required after receiving all Contract Documents, Equipment Submittals, & fully executed purchase order: 30 calendar days

**5) Pricing:**

**Total Project Price (including Bond):.....\$379,732.00**

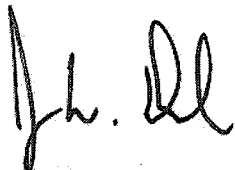
**Voluntary Alternate 1 – Deduct for Trane Equipment package with factory-mounted controls:**

Trane offers the following deduct to our BP2 project price if Trane equipment package with factory-mounted DDC controls is selected. Please contact the winning mechanical contractor for details and cost implications of accepting this deduct.

**Total Deduct Price (including Bond):.....(\$67,620.00)**

Trane would like to thank you for this opportunity to submit our proposal on this project. If you need any additional information or would like to discuss this proposal, please feel free to contact me at 502-499-7000.

Respectfully Submitted,



Jason Dusch  
 Controls Sales  
 Trane Commercial – Kentucky and Southern Indiana  
 12700 Plantside Drive  
 Louisville, KY 40299

Trane's offer is limited to that described in the attached Trane Proposal

#### 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 (if) 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 supersedes 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)



ELECTRICAL CONTRACTOR			
Geothermal: Electrical Distribution Panelboards Serving Ground Source HP			
Geothermal: Electrical Distribution Panelboard Wiring to Ground Source HP			
Geothermal: Electrical Distribution Panelboard Conduit to Ground Source HP			
Geothermal: Ground Source HP Disconnects			
Geothermal: IT connections to BAS Control Panels			
Geothermal: 120V power wiring to BAS Control Panels			
Geothermal: 120V power Conduit to BAS Control Panels			
TEMPERATURE CONTROL CONTRACTOR	LABOR	MATERIAL	US MFG
Geothermal: Network Controller	\$1,463	\$4,175	
Geothermal: User Interface Programming for Ground Source Equipment	\$4,000	—	
Geothermal: Graphics for Ground Source Water Equipment (HP, DOAS, DHW HP)	\$163	—	
Geothermal: Ground Source Water Distribution BAS Controller	\$6,600	\$6,100	
Geothermal: Ground Source HP BAS Controllers	\$360	\$890	
Geothermal: Ground Source Equipment Control Wiring	\$840	\$200	
Geothermal: Ground Source Equipment Control Valves	\$170	\$200	Y
Geothermal: Ground Source Equipment Control Temperature Sensors	\$170	\$200	
Geothermal: Ground Source Equipment Control Pressure Sensors	\$170	\$200	
Geothermal: Ground Source Equipment Control Current Sensors	\$170	\$200	Y
Geothermal: Ground Source Equipment Control Relays	\$170	\$80	Y
Geothermal: Ground Source Equipment Space Sensors	\$170	\$180	
Geothermal: Ground Source Equipment Devices	\$170	\$180	
GENERAL CONTRACTOR			
Geothermal: Ground Source HP DOAS rooftop structural supports			

END OF SECTION 00 80 00



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 89130-LIB-23-11

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Trane U.S. Inc.  
12700 Plantside Dr.  
Louisville, KY 40299

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
State of Inc: MA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

**BOND AMOUNT:** Five Percent of Amount Bid (5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Bernheim Middle School Renovation - Bid Package 2: Building Automation Temperature Control

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of May 2023

Trane U.S. Inc.

(Principal)

(Seal)

(Witness)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

  
(Witness) Annette Audinot

(Title)

D-Ann Kleidosty, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204965

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

D-Ann Kleidosty

all of the city of Atlanta, state of Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 11280344
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of May 2023



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY  
**Financial Statement – December 31, 2022**

Assets		Liabilities	
Cash and Bank Deposits .....	\$3,908,755,039	Unearned Premiums .....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds .....	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks .....	19,372,953,698	Reserve for Dividends to Policyholders .....	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve .....	197,278,000
Agents' Balances or Uncollected Premiums .....	7,929,876,358	Reserve for Commissions, Taxes and Other Liabilities .....	9,206,000,954
Accrued Interest and Rents .....	166,740,412	<b>Total.....</b>	<b>\$47,860,270,390</b>
Other Admitted Assets.....	15,968,062,977	Special Surplus Funds .....	\$195,696,103
<b>Total Admitted Assets.....</b>	<b><u>\$69,850,735,943</u></b>	Capital Stock .....	10,000,075
		Paid in Surplus .....	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		<b>Surplus to Policyholders .....</b>	<b>21,990,465,553</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$69,850,735,943</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*T. Mikolajewski*

Assistant Secretary