

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

DEPARTMENT OF FACILITIES

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*
FROM: Danny Clemens, Director of Facilities
Date: January 8, 2024
RE: BEHS Fine Arts - Controls Contract with Trane US for Board Approval **DC**

Requested for approval is a contract with Trane for a bid of the Bullitt East Fine Arts Center project. The base bid is \$699,780.00, with the accepted alternate of \$-151,259,00 for a total cost of \$548,521.00.

I recommend approval of this request.

Attachments:

- 1. A101_2007_KDE Version - BP2 - BEHS Fine Arts Controls - for BCPS Board 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 - BEHS Fine Arts Controls - Attachment 3 - Trane US Form of Proposal – *attachment to contract no action needed.*
 - BP2 - BEHS Fine Arts Controls - Attachment 5 - Trane US Certificate of Insurance– *attachment to contract no action needed.*

TVord

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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*



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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 Twenty-Second day of January
in the year Two Thousand and Twenty-Four
(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)
Bullitt East High School - Fine Arts Addition-Bid Package #2
11450 KY-44, Mt Washington, KY 40047

Project scope includes the installation of the Building Automation Temperature Control system for the Bullitt East High School Fine Arts Addition. 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.

Portion of Work	Substantial Completion Date
Entire Work of the Contract	July 1, 2026

, 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 (\$54,852.10). (\$ 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 Five Hundred and Forty-Eight Thousand, Five Hundred and Twenty-One Dollars and Zero Cents. (\$ 548,521.00), 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.)

	Amount
Base Bid	\$ 699,780.00
Sum of Accepted Alternates	\$ -151,259.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 548,521.00
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 548,521.00

§ 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
Voluntary Alternate	Purchase Trane Equipment in BP-1 Alternate No. 6	-\$151,259.00
	Total of Alternates	-\$151,259.00

§ 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.)

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- .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.)

Init.

§ 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

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§ 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	November 01, 2023	Inclusive
Div. 1 Specifications	General Requirements	November 01, 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	November 10, 2023	171
Addendum No.2	November 17, 2023	239
Addendum No.3	November 22, 2023	135
Addendum No.4	November 28, 2023	2
Addendum No.5	December 1, 2023	13

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 E201TM-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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.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
- 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)

(Printed name and title)

Karen M. Campbell

CONTRACTOR (Signature)

Karen M. Campbell, Sr. Contract Manager

(Printed name and title)

nit.

Bullitt East High School – Fine Arts Addition
Bullitt County Public Schools
BID PACKAGE 2: BUILDING AUTOMATION TEMPERATURE CONTROL
Mt. Washington KY 40047

BIDDING REQUIREMENTS

Section	00 01 00	Invitation to Bid
		Instructions to Bidders AIA A701 – 1997 – KDE Version (SAMPLE)
	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

Section		Standard Form of Agreement Between Owner and Contractor AIA A101 – 2007 – KDE Version (SAMPLE)
	00 60 00	Terms of the Agreement Between Owner and Contractor
		General Conditions of the Contract for Construction AIA A201 – 2007 – KDE Version (SAMPLE)
	00 70 00	Supplementary Conditions to General Conditions of the Contract for Construction
		KDE Purchase Order Summary Form (SAMPLE)
		KDE Purchase Order Form (SAMPLE)
		Performance Bond & Payment Bond AIA A312 – 2010 – KDE Version (SAMPLE)

DIVISION 01 – GENERAL REQUIREMENTS

Section	01 01 10	Summary of the Work
	01 02 50	Measurement and Payment
	01 04 00	Project Coordination
	01 17 00	Storage, Protection, and Safety
	01 20 00	Project Meetings
	01 23 00	Alternates
	01 30 00	Submittals
	01 34 00	Shop Drawings, Product Data, and Samples
	01 40 00	Quality Control
	01 50 00	Temporary Facilities
	01 63 00	Substitutions
	01 70 00	Contract Closeout
	01 73 29	Cutting & Patching
	01 78 00	Project Record Documents
	01 79 00	Demonstration & Training

DIVISION 20 – MECHANICAL

Section 20 01 00 General Provisions – Mechanical
20 02 00 Scope of the Mechanical Work
20 03 00 Shop Drawings, Maintenance Manuals and Parts Lists

DIVISION 23 – HVAC

Section 23 08 00 Commissioning of HVAC Systems

DIVISION 25 – BUILDING AUTOMATION SYSTEM

Section 25 01 00 Electrical Motors and Other Electrical Requirements for Mechanical Equipment
25 04 00 Controls – Direct Digital-Web Based

DIVISION 26 – ELECTRICAL

Section 26 05 19 Conductors, Identifications, Splicing Devices & Connectors
26 05 31 Cabinets, Outlet Boxes & Pull Boxes
26 05 33 Raceways & Fittings

END OF INDEX

LIST OF DRAWINGS:

GENERAL

- G000 BID PACKAGE #1 - COVER SHEET
- G100 LIFE SAFETY PLAN - OVERALL CAMPUS
- G101 LIFE SAFETY PLAN - PHASE 1
- G102 LIFE SAFETY PLAN - AUDITORIUM
- G103 PHASING PLAN - BUILDING AND CAMPUS

CIVIL

- CD1.1 CIVIL - DEMOLITION PLAN
- C1.1 SITE LAYOUT - FINE ARTS ADDITION
- C1.2 SITE LAYOUT - HIGH PARKING AREAS
- C1.3 SITE UTILITY & STORM FINE ARTS ADDITION
- C1.4 SITE UTILITY & STORM NEW PARKING AREA
- C1.5 UNDERGROUND DETENTION DETAILS
- C1.6 UNDERGROUND DETENTION DETAILS
- C2.1 GRADING & DRAINAGE - FINE ARTS ADDITION
- C2.2 GRADING & DRAINAGE - NEW PARKING AREAS
- C2.3 EROSION CONTROL PLAN FINE ARTS ADDITION
- C2.4 EROSION CONTROL PLAN NEW PARKING AREAS
- C3.1 SITE DETAILS
- C3.2 STORM DETAILS
- C3.3 UTILITY DETAILS
- C3.4 EROSION CONTROL DETAILS

LANDSCAPE

- L001 GENERAL NOTES AND LEGENDS
- L100 HARDSCAPE - FRONT COURTYARD
- L101 HARDSCAPE - HAN COURTYARD
- L201 PLANTING PLAN FRONT COURTYARD
- L202 PLANTING PLAN HAN COURTYARD
- L203 PLANTING PLAN EASTBROOK FONTE DRIVE
- L300 LANDSCAPE DETAILS
- L301 LANDSCAPE DETAILS

STRUCTURAL

- S1.1 GENERAL NOTES
- S1.2 GENERAL NOTES CONTINUED
- S1.3 SPECIAL INSTRUCTIONS
- S1.4 ISOMETRIC VIEWS
- S1.5 ISOMETRIC VIEWS
- S2.1 FOUNDATION PLAN - AREA A & C
- S2.2 FOUNDATION PLAN - AREA B
- S2.3 SECOND FLOOR LOW ROOF FRAMING PLAN - AREA A
- S2.4 SECOND FLOOR LOW ROOF FRAMING - AREA B
- S2.5 HIGH ROOF FRAMING PLAN - AREA A
- S2.6 HIGH ROOF FRAMING PLAN - AREA B
- S3.1 TYPICAL FOUNDATION DETAILS
- S3.2 TYPICAL FOUNDATION DETAILS
- S3.3 FOUNDATION SECTIONS
- S3.4 FOUNDATION SECTIONS
- S4.1 TYPICAL FRAMING DETAILS
- S4.2 TYPICAL FRAMING DETAILS
- S4.3 TYPICAL FRAMING DETAILS
- S4.4 TYPICAL FRAMING DETAILS
- S4.5 FRAMING SECTIONS
- S4.6 FRAMING SECTIONS
- S4.7 FRAMING SECTIONS
- S4.8 FRAMING SECTIONS
- S4.9 FRAMING SECTIONS
- S5.1 STEEL COLUMN SCHEDULE
- S6.1 TRUSS DETAILS

ARCHITECTURAL SITE

- AS1.0 ARCHITECTURAL - SITE PLAN
- AS1.1 CANOPY AREA 1 - PLANS
- AS1.2 CANOPY AREA 1 - ELEVATIONS & SECTIONS
- AS1.3 CANOPY AREA 2 - PLAN AND ELEVATION
- AS1.4 CANOPY AREA 2 - ELEVATIONS & SECTIONS
- AS1.5 BAND TOWER
- AS1.6 COURTYARD SECURITY FENCE
- AS2.0 SITE DETAILS

ARCHITECTURAL DEMOLITION

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- D1.1 DEMOLITION PLAN - AREA A & AREA C
- D1.2 DEMOLITION PLAN - AREA B
- D2.0 DEMOLITION PLAN - AREA B & PARTIAL AREAS A & C

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- AS01 WALL AND PARTITION TYPES
- A1.00 FIRST FLOOR PLAN - OVERALL
- A1.11 FIRST FLOOR PLAN - AREA A
- A1.12 FIRST FLOOR PLAN - AREA B
- A1.13 FIRST FLOOR PLAN - AREA C
- A1.21 UPPER FLOOR & CLOSET PLAN - AREA A
- A1.22 UPPER FLOOR & CLOSET PLAN - AREA B
- A1.30 ROOF PLAN
- A1.41 FIRST FLOOR RCP - AREA A
- A1.42 FIRST FLOOR RCP - AREA B
- A1.43 FIRST FLOOR RCP - AREA C & DETAILS
- A1.44 UPPER FLOOR RCP - AREA A
- A2.00 EXTERIOR ELEVATIONS
- A2.01 EXTERIOR ELEVATIONS
- A3.00 BUILDING SECTIONS
- A3.01 BUILDING SECTIONS
- A3.02 BUILDING SECTIONS
- A3.03 BUILDING SECTIONS
- A4.00 ENLARGED PLANS & INT. ELEV. - RESTROOMS
- A4.01 ENLARGED PLANS & INT. ELEV. - RESTROOMS
- A4.02 ENLARGED PLANS & INT. ELEV. - RESTROOMS
- A4.10 ENLARGED PLANS - FINE ARTS CLASSROOMS
- A4.11 ENLARGED PLANS - AUDITORIUM LOBBY
- A4.12 ENLARGED PLANS - AUDITORIUM
- A4.13 ENLARGED PLANS - BAND AND MEDIA MUSIC
- A4.14 ENLARGED PLANS - ADMIN SUITE - AREA A
- A4.15 ENLARGED PLANS - ADMIN SUITE - AREA B
- A4.16 ENLARGED PLANS - CAFETERIA COMMONS
- A4.17 ENLARGED PLAN & INT. ELEV. - TYPICAL CLASSROOM
- A4.18 ENLARGED PLAN - DIGITAL MEDIA
- A4.19 ENLARGED PLANS - FLEX AREAS
- A4.20 ENLARGED PLAN - AREA C
- A5.00 WALL SECTIONS - TYPICAL
- A5.01 WALL SECTIONS - FIREWALL
- A5.02 WALL SECTIONS - FIREWALL
- A5.03 WALL SECTIONS - AREA A
- A5.04 WALL SECTION - AREA A
- A5.05 WALL SECTION - AREA A
- A5.06 WALL SECTION - AREA B
- A5.07 WALL SECTION - AREA B
- A5.08 WALL SECTION - AREA C
- A5.09 WALL SECTION - AREA C
- A5.10 ENLARGED WALL DETAILS
- A5.11 ENLARGED WALL DETAILS
- A5.20 PLAN DETAILS
- A5.30 ROOF DETAILS
- A5.31 ROOF DETAILS
- A5.32 ROOF DETAILS
- A5.33 ROOF DETAILS - FIREWALL
- A5.34 ROOF DETAILS
- A6.00 DOOR ACCESS CONTROL PLAN
- A6.01 DOOR ACCESS CONTROL PLAN
- A6.02 DOOR AND FRAME TYPES
- A6.03 DOOR DETAILS
- A6.04 DOOR DETAILS
- A6.05 DOOR DETAILS
- A6.06 DOOR DETAILS
- A6.07 DOOR DETAILS
- A6.10 EXTERIOR OPENING ELEVATIONS
- A6.11 EXTERIOR OPENING ELEVATIONS
- A6.12 INTERIOR OPENING ELEVATIONS
- A6.13 OPENING DETAILS
- A6.14 OPENING DETAILS
- A6.15 OPENING DETAILS
- A6.16 OPENING DETAILS
- A6.17 OPENING DETAILS
- A6.18 OPENING DETAILS
- A7.00 INTERIOR ELEVATIONS - AREA A - AUDITORIUM LOBBY
- A7.01 INTERIOR ELEVATIONS - AREA A & C - CORRIDORS & FLEX
- A7.02 INTERIOR ELEVATIONS - AREA A - CORRIDORS
- A7.03 INTERIOR ELEVATIONS - AREA A - AUDITORIUM & TICKET CONCESSIONS
- A7.04 INTERIOR ELEVATIONS - AREA A - AUDITORIUM AND DANCE
- A7.05 INTERIOR ELEVATIONS - AREA B - MUSIC ROOMS
- A7.06 INTERIOR ELEVATIONS - AREA B - CAFETERIA COMMONS
- A7.07 INTERIOR ELEVATIONS - AREA B - CAFETERIA COMMONS
- A7.08 INTERIOR ELEVATIONS - AREA B - DIGITAL MEDIA AND RESOURCE ROOMS
- A7.09 INTERIOR ELEVATIONS - ADMIN
- A7.10 CASWORK ELEVATIONS - CLASSROOMS
- A7.11 CASWORK ELEVATIONS - ADMIN
- A7.12 CASWORK ELEVATIONS - CLASSROOMS
- A7.13 CASWORK ELEVATIONS - FINE ARTS ROOMS
- A7.14 CASWORK SECTIONS & DETAILS
- A8.00 VERTICAL CIRCULATION
- A8.01 VERTICAL CIRCULATION
- A8.02 VERTICAL CIRCULATION AND EXTERIOR STAIR & RAILINGS
- A8.03 VERTICAL CIRCULATION
- A8.04 ROOM FINISH SCHEDULE & LEGENDS
- A8.05 ROOM FINISH SCHEDULE & DETAILS
- A8.06 INTERIOR FINISH PLAN DETAILS
- A8.10 SIGNAGE TYPES AND TACK STRIPS
- A8.11 SIGNAGE TYPES
- A8.12 SIGNAGE PLAN - AREA A
- A8.13 SIGNAGE PLAN - AREA B

FOOD SERVICE

- FS.10 KITCHEN EQUIPMENT PLAN

AUDITORIUM, STAGE AND MUSIC ROOM...

- TH1.0 STAGE RIGGING SYSTEMS
- TH1.1 STAGE RIGGING SYSTEMS
- TH1.2 STAGE RIGGING SYSTEMS
- TH1.3 STAGE RIGGING SYSTEMS
- TH2.0 STAGE LIGHTING SYSTEMS
- TH2.1 STAGE LIGHTING SYSTEMS
- TH2.2 STAGE LIGHTING SYSTEMS
- TH2.3 STAGE LIGHTING SYSTEMS
- TH2.4 STAGE LIGHTING SYSTEMS
- TH2.5 STAGE LIGHTING SYSTEMS
- TH3.0 ACOUSTIC TREATMENTS
- TH3.1 AV SYSTEMS
- TH3.2 AV SYSTEMS
- TH3.3 AV SYSTEMS
- TH3.4 AV SYSTEMS
- TH3.5 AV SYSTEMS
- TH3.6 AV SYSTEMS
- TH4.0 SEATING SYSTEMS
- TH4.1 SEATING SYSTEMS
- TH5.0 PIT FILLER PLATFORM SYSTEMS
- TH5.1 ACOUSTIC TREATMENTS
- TH5.2 ACOUSTIC TREATMENTS
- TH5.3 ACOUSTIC TREATMENTS
- TH5.4 ACOUSTIC TREATMENTS
- TH5.5 ACOUSTIC TREATMENTS

FIRE PROTECTION

- FP1.0 FIRE PROTECTION LEGEND AND DETAILS
- FP2.0 FIRST FLOOR PLAN - FIRE PROTECTION

PLUMBING

- P1.0 PLUMBING LEGEND AND DETAILS
- P1.1 PLUMBING DETAILS
- P2.0B FIRST FLOOR PLAN - PLUMBING - BELOW SLAB DEMOLITION - AREA B
- P2.1C FIRST FLOOR PLAN - PLUMBING - BELOW SLAB DEMOLITION - AREA C
- P2.0B FIRST FLOOR PLAN - PLUMBING - DEMOLITION - AREA B
- P3.1C FIRST FLOOR PLAN - PLUMBING - DEMOLITION - AREA C
- P4.0A FIRST FLOOR PLAN - PLUMBING - BELOW SLAB NEW WORK - AREA A
- P4.1B FIRST FLOOR PLAN - PLUMBING - BELOW SLAB NEW WORK - AREA B
- P4.2C FIRST FLOOR PLAN - PLUMBING - BELOW SLAB NEW WORK - AREA C
- P5.0A FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA A
- P5.1B FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA B
- P5.2C FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA C
- P6.0 OVERALL ROOF PLAN - PLUMBING NEW WORK - AREA A
- P6.1 ENLARGED MECHANICAL ROOM - PLUMBING
- P7.0 WASTE AND VENT RISER DIAGRAM AREA A AND C
- P7.1 WASTE AND VENT RISER DIAGRAM AREA B AND C

MECHANICAL

- M1.0 MECHANICAL LEGEND AND GENERAL NOTES
- M1.1 HVAC ZONING PLAN
- M2.1B FIRST FLOOR PLAN - AIR DISTRIBUTION DEMOLITION - AREA B
- M2.2B FIRST FLOOR PLAN - HYDRONICS DEMOLITION - AREA B
- M2.3B MECHANICAL ROOF PLAN - DEMOLITION - AREA B
- M3.1A FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA A
- M3.1B FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA B
- M3.1C FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA C
- M3.2A MECHANICAL ROOF PLAN - NEW WORK - AREA A
- M3.2B MECHANICAL ROOF PLAN - NEW WORK - AREA B
- M4.1A FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA A
- M4.1B FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA B
- M4.1C FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA C
- M5.0 ENLARGED MECHANICAL ROOM PLANS - AIR DISTRIBUTION
- M5.1 ENLARGED MECHANICAL ROOM PLANS - AIR DISTRIBUTION
- M5.2 ENLARGED MECHANICAL ROOM PLANS - HYDRONICS
- M5.3 ENLARGED MECHANICAL MEZZANINE PLAN - HEAT PUMP OUTFLOW
- M5.4 ENLARGED MECHANICAL MEZZANINE PLAN - VENTILATION OUTFLOW
- M5.5 ENLARGED MECHANICAL MEZZANINE PLAN - HYDRONICS
- M5.6 MECHANICAL MEZZANINE ISOMETRIC VIEWS
- M5.7 MECHANICAL MEZZANINE ISOMETRIC VIEWS
- M5.8 MECHANICAL SECTION VIEWS
- M5.9 MECHANICAL SECTION VIEWS
- M6.0 MECHANICAL PIPING SCHEMATICS
- M6.1 MECHANICAL PIPING SCHEMATICS
- M7.0 MECHANICAL DETAILS
- M7.1 MECHANICAL DETAILS
- M7.2 MECHANICAL SCHEDULES
- M8.1 MECHANICAL SCHEDULES
- M8.2 MECHANICAL VENTILATION SCHEDULE
- M9.0 MECHANICAL SITE PLAN
- M9.1 MECHANICAL SITE PLAN

ELECTRICAL

- E1.0 ELECTRICAL LEGEND
- E2.1A PARTIAL FIRST FLOOR PLAN - AREA A - ELECTRICAL DEMOLITION
- E2.1B PARTIAL FIRST FLOOR PLAN - AREA B - ELECTRICAL DEMOLITION
- E2.1C PARTIAL FIRST FLOOR PLAN - AREA C - ELECTRICAL DEMOLITION
- E2.2 PARTIAL ROOF PLAN - DEMOLITION
- E3.1A LIGHTING PLAN - AREA A
- E3.1B LIGHTING PLAN - AREA B
- E3.1C LIGHTING PLAN - AREA C
- E3.2 LIGHTING PLAN - AREA C
- E3.10 ELECTRICAL PLAN - AREA D
- E4.1A POWER SYSTEMS PLAN - AREA A
- E4.1B POWER SYSTEMS PLAN - AREA B
- E4.1C POWER SYSTEMS PLAN - AREA C
- E4.1D POWER SYSTEMS PLAN - AREA D
- E5.0 ENLARGED UTILITY PLATFORM - ELECTRICAL
- E5.1 ENLARGED UTILITY PLATFORM - ELECTRICAL
- E5.2 ENLARGED KITCHEN - ELECTRICAL
- E5.3 ENLARGED AUDITORIUM - LIGHTING
- E5.4 ENLARGED AUDITORIUM - POWER
- E5.5 ENLARGED UPPER LEVEL AUDITORIUM - POWER
- E5.6 AUDITORIUM DETAILS
- E5.7 AUDITORIUM DETAILS
- E5.8 AUDITORIUM SCHEDULES
- E6.0 OVERALL INTERCONNECTION PLAN - ELECTRICAL
- E6.1 OVERALL INTERCONNECTIONS PLAN - SYSTEMS
- E7.1 ELECTRICAL RISER
- E8.0 ELECTRICAL DETAILS AND SCHEDULES
- E8.1 ELECTRICAL DETAILS AND SCHEDULES
- E8.2 ELECTRICAL DETAILS AND SCHEDULES
- E8.3 ELECTRICAL DETAILS AND SCHEDULES
- E8.4 ELECTRICAL DETAILS AND SCHEDULES
- E8.5 ELECTRICAL DETAILS AND SCHEDULES
- E8.6 ELECTRICAL DETAILS AND SCHEDULES
- E8.7 ELECTRICAL SCHEDULES
- E8.8 ELECTRICAL SCHEDULES
- E8.9 ELECTRICAL SCHEDULES
- E8.10 ELECTRICAL SCHEDULES
- E8.11 ELECTRICAL SCHEDULES
- E8.12 ELECTRICAL SCHEDULES
- UE1.0 SITE UTILITY PLAN - DEMOLITION
- UE1.1 PARTIAL UTILITY PLAN - ELECTRICAL
- UE1.2 PARTIAL UTILITY PLAN - ELECTRICAL
- UE1.3 PARTIAL UTILITY PLAN - ELECTRICAL

BG No. 23-050

Date: 12-6-23 To: (Owner): **Bullitt County Public Schools**

Project Name: **Bullitt East High School – Fine Arts Addition**

Bid Package No.2
Building Automation Temperature Control

City, County: **Mt. Washington, 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 1,2,3,4,5 (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:

\$699,780.00

Use Figures

Six Hundred Ninety Nine Thousand Seven Hundred Eighty 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	Owner Preferred Controls - TRANE			<input checked="" type="checkbox"/>
Voluntary Alternate	Purchase Trane Equipment in BP-1 with Trane factory mounted controls as per Alt. 6		\$151,259.00	<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.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Temperature Controls	Trane Louisville CSO 12700 Plantside Drive Louisville, KY 40299
2.	Temperature Control - Wiring and Electrical	K & B Electrical Services, Inc. 55 Creekside Dr. Taylorsville, Ky. 40071
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.

	<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)
1.	None		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
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38.			
39.			
40.			
41.			
42.			
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:

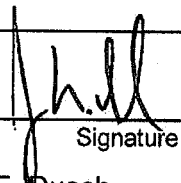
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's 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

12-6-23
Date

JASON E. DUSCH
Contractor or Subcontractor (Print Name)

[Signature]
Contractor or Subcontractor (Signature)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 89130-LIB-23-29

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

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

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.

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

PROJECT:

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

Bullitt East High School Fine Arts Addition - 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 November, 2023

(Witness) Samuel Branson

(Witness) April D. Perez

(Principal)

(Title) Scott Smilie, Sr. Contract Mgr

(Surety)

(Title)

Trane U.S. Inc.

Liberty Mutual Insurance Company

Jessica Iannotta, 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: 0204866

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 Jessica Iannotta

all of the city of Morristown, state of New Jersey 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:

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 1126044
Member, Pennsylvania Association of Notaries

By:

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 November, 2023.



By:

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	
Accrued Interest and Rents.....	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* 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



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: December 06, 2023

Proposal Number: 7516886-01

Job Name:

Bullitt East High School – Fine Arts Addition
Bullitt County Schools
Bid Package #2

Delivery Terms:

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

Payment Terms:

Net 30 Days

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

Project Addendum acknowledgement: 4

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 Unit
- Kitchen Make-Up Air Unit
- Water Source Heat Pumps
- Outside Air VAV Boxes
- VAV Boxes with Reheat
- Split System AC Units
- Electric Unit Heaters
- Exhaust Fans
- Kitchen Hoods
- Stage Emergency Ventilation Hoods
- 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 Bullitt East High School Fine Arts Addition Project in accordance the plans and specifications dated 11/01/23. 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
- Onsite Support
 - (40) hours of onsite support per spec section 2.2
- Owner Training
 - (8) hours of initial owner FMS training
- Controls for (1) Dedicated Outside Air Handling Unit (provided, installed, setup and commissioned by others)
 - Field provide and install Trane controller
 - Field provide and install control devices
 - **Provide and control (3) VFD's**
 - **Installation and high voltage wiring by Div. 16 contractor**
 - Install and terminate communication bus to Trane Network Controller
 - Integrate Units into Trane headend
- Controls for (1) Heat Pump Chiller (HPC) for DOAS-1 with factory terminal strip (provided, installed, setup and commissioned by others)
 - Field provide and install Trane controller
 - Field provide and install control relays
 - **Provide and control (2) Circulator Pump VFD's**
 - **Installation and high voltage wiring by Div. 16 contractor**
 - Provide and wire temperature sensors
 - Installation by Mechanical Contractor
 - Tie in isolation valve (provided and installed by others)
 - Integrate Unit into Trane headend
- Integration with (1) Kitchen Make-Up Air Handling Unit (MAU-1) with factory DDC controls (provided, installed, setup and commissioned by others)
 - Units to come with factory installed and wired BACnet based controllers and end devices
 - Install and terminate communication bus to Trane Network Controller
 - Integrate Unit into Trane headend
- Re-Integration with (1) Existing RTU-6 with existing Trane DDC controls
 - Unit to be relocated by others
 - Unit has existing Trane BACnet based controller and end devices
 - Provide, install and program factory RTU Conversion Kit
 - Re-installation of field control end devices
 - Re-Integrate to Trane Network Controller
- Re-Integration with (1) Existing Gym-RTU with existing Trane DDC controls
 - Unit has existing Trane BACnet based controller and end devices
 - Re-installation of field control end devices
 - Re-Integrate to Trane Network Controller
- 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 and control relays
 - Field provide and install Space Temperature and Humidity Sensor

- Tie In isolation valve (provided and installed by others)
- 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)
- Auditorium (Addm #2)
 - Provide duct diffuser dampers – Installation by others
 - Provide and wire supply duct diffuser damper actuators
- Controls for (12) Outside Air Variable Air Volume Units (provided and installed by others)
 - Units to come with factory installed damper and airflow sensor
 - Trane to provide VAV controller to VAV Box manufacturer to be installed at the factory
 - Integrate Units into Trane headend
 - Provide and field install Space CO2 Sensor
- Controls for (14) Variable Air Volume Units with Reheat (provided and installed by others)
 - Units to come with factory installed damper, airflow sensor and reheat coil
 - Trane to provide VAV controller to VAV Box manufacturer to be installed at the factory
 - Field provide and wire reheat control valve (installation by mechanical contractor)
 - Field provide and install Space Temperature Sensor
- Mezzanine Mechanical Room:
 - 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 (2) factory loose Differential Pressure Transmitters
 - 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 (7) exterior Lighting Circuits
 - Lighting power panel provided and installed by others
 - Provide and install (1) exterior Photocell
- Existing Mechanical Room RS800:
 - Re-install, wire and program Trane Programmable Controller. Connect to the following:
 - Hot Water Loop Controls
 - **Provide and control (2) 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
 - Integrate (2) Relocated Boilers to Trane BAS
 - Boilers re-installed, started up and commissioned by others
 - Boiler to be provided with BACnet communication interface

- Wire in Shutdown Switches
 - Integrate Boilers to Trane BAS
- Kitchen Area:
 - Monitor Status of Kitchen Freezer/Cooler
- Monitor (10) 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 (6) 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
- Controls for (18) Exhaust Fans (provided and installed by others)
 - Interlock inputs/outputs between Exhaust Fan terminal Strip and Trane BAS Controller
 - Electrical contractor to provide and wire occupancy sensors where indicated on Electrical plans
- Provide low voltage wiring (< 120VAC) for (6) Ceiling Fans (provided by and installed by others)
 - Trane to provide low voltage wiring of factory provided space temperature sensor and/or communication bus between ceiling fan OEM controller
 - Integrate Main Ceiling Fan Controller to Trane BAS via BACnet communication protocol
- Monitor (3) Stage Emergency Ventilation Hoods (provided by and installed by others)
 - ERV's provided and installed by others
 - Control of ERV's by others
 - Trane will monitor status of Fan on the BAS
- Commissioning Support (per Specification 230800)
 - Trane will provide up to (32) 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.
- Two-year warranty on all control equipment furnished by Trane.

Clarifications:

- Proposal based on K-MAU and Split AC Units coming with factory installed and wired BACnet based Direct Digital Controllers.
- **Integration with 3rd party (non-Trane) equipment and/or systems**
 - 3rd 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:

- o Anything not specifically stated in proposal
- o Mounting VFD and/or line voltage wiring
- o Provision, Installation and/or wiring of occupancy sensors or override switches
- o 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
- o Network connections and IP addresses for building controller
- o Testing & balancing
- o Installation of valves, pipe well sensors, and differential pressure switch hydronic tubing.
- o Cutting and/or patching walls, floors and/or ceilings

Proposal Prepared From the Following Documents

- Drawings: M1.0 through M8.2 dated 11/01/2023
- Specs: 250200 dated 11/01/2023
- Addm: 5
- 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):.....\$699,780.00

Deduct for Trane Equipment with Factory Trane Controls:.....\$151,259.00

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 (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism; war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

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

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

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

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

22. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be

limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

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

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed; without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and 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 this 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; 52.222-28; 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM
	PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com
INSURED Trane U.S. Inc. 12700 Plantside Drive Louisville, Kentucky 40299 United States	INSURER(S) AFFORDING COVERAGE NAIC #
	COMPANY A: Old Republic Insurance Company 24147
	COMPANY B: Travelers Indemnity Co of America 25666
	COMPANY C: Travelers Property Casualty Co of Amer 25674


COVERAGES **CERTIFICATE NUMBER:** 722674 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TIME ELEMENT POLLUTION LIABILITY <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 317456-23	4/17/2023	4/17/2024	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMP/OP AGG \$10,000,000.00 policy aggregate \$20,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SELF INS.			MWTB 317455-23 APD - Self Insured	4/17/2023	4/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-8M35413A-23-51-K (AOS) UB-9L048059-23-51-D (MN) UB-8M370386-23-51-R (AZ,MA,OR,WI) TWXJ-UB-7434L45A-23 (OH)	4/17/2023 4/17/2023 4/17/2023 4/17/2023	4/17/2024 4/17/2024 4/17/2024 4/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see page 2 for additional information.

CERTIFICATE HOLDER Bullitt County Public Schools 1040 Highway 44 East Shepherdsville, KY 40165 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM 
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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. 12700 Plantside Drive Louisville, Kentucky 40299 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Bullitt County Public Schools is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Bullitt County Public Schools are included as Additional Insured where required by contract with respect to Automobile Liability pursuant to applicable endorsement.

Waiver of Subrogation is applicable where required by written contract, but only to the extent of the Named Insured's negligence.

Job Description: HVAC

For questions regarding this certificate of insurance contact: Monica Craigmyle Email: mcraigmyle@trane.com Phone: 502-499-7000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

It is agreed that such insurance as is afforded by the policy applies subject to the following provisions:

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability to the extent caused by you and arising out of your operations, including both continuing and completed operations, or premises owned by or rented to you; or
2. Any designated person or organization, designated by you in writing to us, but only with respect to liability to the extent caused by you and arising out of your operations or premises owned by or rented to you and provided the "bodily injury", "property damage" or "personal and advertising injury" occurs subsequent to your written request to designate such person or organization as additional insured.

However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.