

DEPARTMENT OF FACILITIES

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: September 24, 2024
RE: Contract - Bid Package No. 3 - North Bullitt Field House Controls with Trane US **DC**

Requested for approval is a contract with Trane US, for Bid Package No. 3 - Controls for the North Bullitt Field House.

Documentation includes:

A101_2007_KDE Version - BP3 - Controls - Trane US - For BCPS Review and Signature - *Signature needed on Page 10.*

Attachments to Contract:

- BP3 - Exhibit A – Confirmation Email of Contract Cost for North Bullitt Field House Only
- BP3 - NBHS Field House Controls - Attachment 1 - Project Manual Index
- BP3 - NBHS Field House Controls - Attachment 2 - Drawing Index
- BP3 - NBHS Field House Controls - Attachment 3 - Trane US Form of Proposal

Certificates and Insurance and Performance and Payment Bonds will be forwarded to BCPS once the Contract is Executed.

I recommend approval of this request.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

Cate Noble Ward

From: Dusch, Jason <Jason.Dusch@trane.com>
Sent: Wednesday, August 14, 2024 11:46 AM
To: Cate Noble Ward; Bacon, Jesse
Cc: Wood, Troy; Clemens, DANNY; Jeremy Lewis; Scott Balch; Ryan Harvey
Subject: Re: Bullitt County Decision - Award of BP3 North Bullitt Field House to Trane US

Cate,

You may proceed with \$247,540 as the controls price for North Bullitt High School. We had no DPOs on our controls proposal since the majority of the materials being purchased are by Trane.

I can get you updated COI and P&P bond upon execution of the contract.

Thanks all for this award, we too appreciate BCPS team's continued partnership with Trane!

Jason Dusch, P.E.
Senior Controls Account Manager
Trane Commercial Southeast Region

From: Cate Noble Ward <Cate@studiokremer.com>
Sent: Wednesday, August 14, 2024 6:35:24 AM
To: Dusch, Jason <Jason.Dusch@trane.com>; Bacon, Jesse <jesse.bacon@bullitt.kyschools.us>
Cc: Wood, Troy <troy.wood@bullitt.kyschools.us>; Clemens, DANNY <danny.clemens@bullitt.kyschools.us>; Jeremy Lewis <JLewis@cmta.com>; Scott Balch <SBalch@cmta.com>; Ryan Harvey <RHarvey@cmta.com>
Subject: Bullitt County Decision - Award of BP3 North Bullitt Field House to Trane US

Alert: This is an external email.

Good Morning, Jason,

The Bullitt County Board has decided to move forward with the construction of one of the three field houses in Bullitt County and will award a prorated Contract to Trane US for Building Controls. I will be working with you this week to prepare a Contract for the August 26th Board Meeting.

1. May I proceed with an AIA Contract Draft in the amount of **\$ 247,540.00** for the Construction of North Bullitt's Field House?
 - a. I will need DPO values from your team once you know them – right now I just need to know the total contract value to start an Agreement. If there will be no DPOs, please confirm that here.
2. We need Trane's Updated COI's with Bullitt County named as insured.
3. We will request a P&P bond after award of Contract – if your bonding company provides a Bond ahead of Contract, please send that my way for attachment to the contract.

We are very excited to move forward on the Field Houses as designed and continue to work with your team!

Thank you,
Cate Noble Ward, AIA, LEED AP
Architect | Partner



studio kremer architects

1231 S Shelby St, Louisville KY 40203

TEL 502.499.1100 x2583

FAX 502.499.1101

studiokremer.com

LIST OF DRAWINGS:

GENERAL

- G0.00 BP2 BID PACKAGE NO. 2 - FIELD HOUSE GENERAL CONSTRUCTION - COVER
- G1.01 BCHS CODE REVIEW AND LIFE SAFETY PLAN - BCHS
- G1.02 BEHS CODE REVIEW AND LIFE SAFETY PLAN - BEHS
- G1.03 NBHS CODE REVIEW AND LIFE SAFETY PLAN - NBHS

CIVIL

- C0.02 FIELD HOUSE - NOTES
- C0.04 BCHS BULLITT CENTRAL ATHLETIC FIELDS - EPSC PLAN
- C0.06 BEHS EROSION CONTROL PLAN, FIELD HOUSE
- C0.08 NBHS NORTH BULLITT - EPSC PLAN
- C0.10 BCHS FIELD HOUSE - EPSC DETAILS
- C0.14 BCHS FIELD HOUSE - EPSC DETAILS
- CD1.20 BCHS BULLITT CENTRAL - FIELD HOUSE - DEMOLITION AND TREE PROTECTION PLAN
- CD1.40 BEHS DEMOLITION PLAN, FIELD HOUSE - BULLITT EAST HIGH SCHOOL
- CD1.00 NBHS NORTH BULLITT - FIELD HOUSE - DEMOLITION AND TREE PROTECTION PLAN
- C1.13 BCHS BULLITT CENTRAL FIELDHOUSE - LAYOUT PLAN
- C1.22 BCHS BULLITT CENTRAL ATHLETIC FIELDS - GRADING PLAN
- C1.25 BCHS BULLITT CENTRAL - DRAINAGE & UTILITY PLAN
- C1.31 BEHS SITE LAYOUT FIELD HOUSE BULLITT EAST HIGH SCHOOL
- C1.33 BEHS SITE STORM & UTILITY PLAN, FIELD HOUSE BULLITT EAST HIGH SCHOOL
- C1.41 BEHS SITE GRADING PLAN, FIELD HOUSE BULLITT EAST HIGH SCHOOL
- C1.43 BEHS FIELD HOUSE STORM DETAILS - BULLITT EAST HIGH SCHOOL
- C1.45 BEHS FIELD HOUSE - SANITARY SEWER - BULLITT EAST HIGH SCHOOL
- C1.54 NBHS NORTH BULLITT - LAYOUT PLAN
- C1.63 NBHS NORTH BULLITT - GRADING PLAN
- C1.67 NBHS NORTH BULLITT - DRAINAGE AND UTILITIES PLAN
- C3.13 BCHS BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C3.14 BCHS BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C3.15 NBHS BULLITT CENTRAL ATHLETIC FIELDS - DRAINAGE & UTILITY PLAN
- C3.55 NBHS NORTH BULLITT - PIPE PROFILES
- C3.56 NBHS NORTH BULLITT - PIPE PROFILES
- C5.01 FIELD HOUSE DETAILS
- C5.03 FIELD HOUSE - ADDITIONAL DETAILS
- C5.05 UTILITY DETAILS

LANDSCAPE

- L0.02 FIELD HOUSE - NOTES
- L1.22 BCHS BULLITT CENTRAL - PLANTING PLAN
- L1.31 BEHS BULLITT EAST - LAYOUT PLAN
- L1.41 BEHS BULLITT EAST - PLANTING PLAN
- L1.62 NBHS NORTH BULLITT - PLANTING PLAN
- L5.01 FIELDHOUSE - DETAILS
- L5.03 FIELDHOUSE - PLANTING DETAILS

STRUCTURAL

- S1.1 GENERAL NOTES
- S1.2 GENERAL NOTES
- S1.3 SPECIAL INSPECTIONS
- S1.4 ISOMETRIC VIEW - BCHS
- S1.5 ISOMETRIC VIEW - BEHS
- S1.6 ISOMETRIC VIEW - NBHS
- S2.11 BCHS FOUNDATION PLAN - BCHS
- S2.12 BCHS SECOND FLOOR FRAMING PLAN - BCHS
- S2.13 BCHS ROOF FRAMING PLAN - BCHS
- S2.21 BEHS FOUNDATION PLAN - BEHS
- S2.22 BEHS SECOND FLOOR FRAMING PLAN - BEHS
- S2.23 BEHS ROOF FRAMING PLAN - BEHS
- S2.31 NBHS FOUNDATION PLAN - NBHS
- S2.32 NBHS SECOND FLOOR FRAMING PLAN - NBHS
- S2.33 NBHS ROOF FRAMING PLAN - NBHS
- S3.1 TYPICAL FOUNDATION DETAILS
- S3.2 FOUNDATION DETAILS
- S3.3 FOUNDATION DETAILS
- S4.1 TYPICAL FRAMING DETAILS
- S4.2 TYPICAL FRAMING DETAILS
- S4.3 TYPICAL FRAMING DETAILS
- S4.4 FRAMING DETAILS
- S4.5 FRAMING DETAILS
- S4.6 FRAMING DETAILS
- S5.1 STEEL COLUMN SCHEDULE

ARCHITECTURAL

- A0.01 WALL TYPES - FIELD HOUSES
- A1.11 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 1
- A1.12 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 2
- A1.13 BCHS FIELD HOUSE REF. CEILING PLAN - BULLITT CENTRAL - LEVEL 1
- A1.14 BCHS FIELD HOUSE REF. CEILING PLAN - BULLITT CENTRAL - LEVEL 2
- A1.15 BCHS FIELD HOUSE ROOF PLAN - BULLITT CENTRAL
- A1.21 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 1
- A1.22 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 2
- A1.23 BEHS FIELD HOUSE REF. CEILING PLAN - BULLITT EAST - LEVEL 1
- A1.24 BEHS FIELD HOUSE REF. CEILING PLAN - BULLITT EAST - LEVEL 2
- A1.25 BEHS FIELD HOUSE ROOF PLAN - BULLITT EAST
- A1.31 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1
- A1.32 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 2
- A1.33 NBHS FIELD HOUSE REF. CEILING PLAN - NORTH BULLITT - LEVEL 1
- A1.34 NBHS FIELD HOUSE REF. CEILING PLAN - NORTH BULLITT - LEVEL 2
- A1.35 NBHS FIELD HOUSE ROOF PLAN - NORTH BULLITT
- A2.01 BCHS EXTERIOR ELEVATIONS - BULLITT CENTRAL
- A2.02 BCHS EXTERIOR ELEVATIONS - BULLITT CENTRAL ANNEX
- A2.03 BEHS EXTERIOR ELEVATIONS - BULLITT EAST
- A2.04 BEHS EXTERIOR ELEVATIONS - BULLITT EAST ANNEX
- A2.05 NBHS EXTERIOR ELEVATIONS - NORTH BULLITT
- A2.06 NBHS EXTERIOR ELEVATIONS - NORTH BULLITT ANNEX
- A3.01 BUILDING SECTIONS - BULLITT CENTRAL
- A3.02 BUILDING SECTIONS - BULLITT EAST
- A3.03 BUILDING SECTIONS - NORTH BULLITT
- A4.00 ENLARGED PLANS AND INTERIOR ELEVATIONS - RESTROOMS
- A4.01 ENLARGED PLANS AND INTERIOR ELEVATIONS - RESTROOMS
- A4.02 ENLARGED PLANS AND INTERIOR ELEVATIONS - RESTROOMS
- A4.10 ENLARGED PLANS - PRACTICE FIELD
- A4.11 ENLARGED PLANS - PRACTICE FIELD REFLECTED CEILING
- A4.12 ENL. PLANS - LOCKER ROOMS - BULLITT CENTRAL (BEHS & NBHS SM)
- A5.00 WALL SECTIONS - TYPICAL
- A5.01 WALL SECTIONS - TYPICAL
- A5.02 WALL SECTIONS - TYPICAL
- A5.03 WALL SECTIONS - BEHS
- A5.04 WALL SECTIONS - BEHS
- A5.10 ENLARGED WALL DETAILS
- A5.11 ENLARGED WALL DETAILS
- A5.21 PLAN DETAILS - GATEWAY - BCHS
- A5.30 ROOF DETAILS
- A5.31 ROOF DETAILS
- A6.01 BCHS DOOR SCHEDULE & A.C. & TECHNOLOGY PLANS - BCHS F.H.
- A6.02 BEHS DOOR SCHEDULE & A.C. & TECHNOLOGY PLANS - BEHS F.H.
- A6.03 NBHS DOOR SCHEDULE & A.C. & TECHNOLOGY PLANS - NBHS F.H.
- A6.04 DOOR AND FRAME TYPES
- A6.05 DOOR DETAILS
- A6.10 EXTERIOR OPENING ELEVATIONS
- A6.11 INTERIOR OPENING ELEVATIONS
- A6.13 OPENING DETAILS
- A7.11 ELEVATIONS - FOOTBALL LOCKER ROOM
- A7.12 ELEVATIONS - LOCKER ROOMS
- A8.00 VERTICAL CIRCULATION - ELEVATOR AND GLASS STAIR
- A8.01 VERTICAL CIRCULATION - ELEVATOR AND STAIR
- A9.10 SIGNAGE TYPES
- A9.11 BCHS ROOM FINISH SCHED. - FINISH SIGNAGE PLANS & LEGENDS - BCHS
- A9.21 BEHS ROOM FINISH SCHED. - FINISH SIGNAGE PLANS & LEGENDS - BEHS
- A9.31 NBHS ROOM FINISH SCHED. - FINISH SIGNAGE PLANS & LEGENDS - NBHS

FIRE PROTECTION

- FP1.00 FIRE PROTECTION LEGEND AND DETAILS
- FP2.01 BCHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - BULLITT CENTRAL - LEVEL 1
- FP2.02 BCHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - BULLITT CENTRAL - LEVEL 2
- FP2.03 BEHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - BULLITT EAST - LEVEL 1
- FP2.04 BEHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - BULLITT EAST - LEVEL 2
- FP2.05 NBHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - NORTH BULLITT - LEVEL 1
- FP2.06 NBHS FIELD HOUSE FLOOR PLAN - FIRE PROTECTION - NORTH BULLITT - LEVEL 2

PLUMBING

- P1.00 PLUMBING SCHEDULES AND DETAILS
- P1.01 PLUMBING SCHEDULES & DETAILS
- P2.00 BCHS FIELDHOUSE - PLUMBING BELOW SLAB - BULLITT CENTRAL - LEVEL 1
- P2.01 BCHS FIELDHOUSE - PLUMBING - BULLITT CENTRAL - LEVEL 1
- P2.02 BCHS FIELDHOUSE - PLUMBING - BULLITT CENTRAL - LEVEL 2
- P2.03 FIELDHOUSE - PLUMBING - BULLITT CENTRAL - ROOF PLAN
- P2.10 BEHS FIELDHOUSE - PLUMBING BELOW SLAB - BULLITT EAST - LEVEL 1
- P2.11 BEHS FIELDHOUSE - PLUMBING - BULLITT EAST - LEVEL 1
- P2.12 BEHS FIELDHOUSE - PLUMBING - BULLITT EAST - LEVEL 2
- P2.13 FIELDHOUSE - PLUMBING - BULLITT EAST - ROOF PLAN
- P2.20 NBHS FIELDHOUSE - PLUMBING BELOW SLAB - NORTH BULLITT - LEVEL 1
- P2.21 NBHS FIELDHOUSE - PLUMBING - NORTH BULLITT - LEVEL 1
- P2.22 NBHS FIELDHOUSE - PLUMBING - NORTH BULLITT - LEVEL 2
- P2.23 FIELDHOUSE - PLUMBING - BULLITT NORTH - ROOF PLAN
- PA.01 WASTE AND VENT RISER DIAGRAM

MECHANICAL

- M1.01 MECHANICAL LEGEND AND GENERAL NOTES
- M1.11 BCHS HVAC ZONING PLAN - BULLITT CENTRAL - LEVEL 1
- M1.12 BCHS HVAC ZONING PLAN - BULLITT CENTRAL - LEVEL 2
- M1.13 BEHS HVAC ZONING PLAN - BULLITT EAST - LEVEL 1
- M1.14 BEHS HVAC ZONING PLAN - BULLITT EAST - LEVEL 2
- M1.15 NBHS HVAC ZONING PLAN - NORTH BULLITT - LEVEL 1
- M1.16 NBHS HVAC ZONING PLAN - NORTH BULLITT - LEVEL 2
- M2.01 BCHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - BULLITT CENTRAL - LEVEL 1
- M2.02 BCHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - BULLITT CENTRAL - LEVEL 2
- M2.03 BEHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - BULLITT EAST - LEVEL 1
- M2.04 BEHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - BULLITT EAST - LEVEL 2
- M2.05 NBHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - NORTH BULLITT - LEVEL 1
- M2.06 NBHS FIELD HOUSE FLOOR PLAN - AIR DISTRIBUTION - NORTH BULLITT - LEVEL 2
- M3.01 BCHS FIELD HOUSE FLOOR PLAN - HYDRONICS - BULLITT CENTRAL - LEVEL 1
- M3.02 BCHS FIELD HOUSE FLOOR PLAN - HYDRONICS - BULLITT CENTRAL - LEVEL 2
- M3.03 BEHS FIELD HOUSE FLOOR PLAN - HYDRONICS - BULLITT EAST - LEVEL 1
- M3.04 BEHS FIELD HOUSE FLOOR PLAN - HYDRONICS - BULLITT EAST - LEVEL 2
- M3.05 NBHS FIELD HOUSE FLOOR PLAN - HYDRONICS - NORTH BULLITT - LEVEL 1
- M3.06 NBHS FIELD HOUSE FLOOR PLAN - HYDRONICS - NORTH BULLITT - LEVEL 2
- M4.00 MECHANICAL SECTION VIEWS
- M4.01 MECHANICAL SECTION VIEWS
- M5.01 MECHANICAL PIPING SCHEMATICS
- M6.01 MECHANICAL DETAILS
- M6.02 MECHANICAL DETAILS
- M7.01 MECHANICAL SCHEDULES
- M7.02 MECHANICAL SCHEDULES
- M7.03 FIELDHOUSE VENTILATION SCHEDULE
- UM1.01 BCHS MECHANICAL SITE PLAN - BULLITT CENTRAL
- UM1.02 BEHS MECHANICAL SITE PLAN - BULLITT EAST
- UM1.03 NBHS MECHANICAL SITE PLAN - NORTH BULLITT
- UM1.11 BCHS MECHANICAL SITE DETAILS - BULLITT CENTRAL
- UM1.12 BEHS MECHANICAL SITE DETAILS - BULLITT EAST
- UM1.13 NBHS MECHANICAL SITE DETAILS - NORTH BULLITT

ELECTRICAL

- E0.02 ELECTRICAL LEGEND PB2
- E1.11 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 1 - LIGHTING
- E1.12 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 2 - LIGHTING
- E1.13 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 1 - POW/SYS
- E1.14 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 2 - POW/SYS
- E1.15 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 1 - EQUIPMENT CONNECTIONS
- E1.16 BCHS FIELD HOUSE FLOOR PLAN - BULLITT CENTRAL - LEVEL 2 - EQUIPMENT CONNECTIONS
- E1.21 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 1 - LIGHTING
- E1.22 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 2 - LIGHTING
- E1.23 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 1 - POW/SYS
- E1.24 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 2 - POW/SYS
- E1.25 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 1 - EQUIPMENT CONNECTIONS
- E1.26 BEHS FIELD HOUSE FLOOR PLAN - BULLITT EAST - LEVEL 2 - EQUIPMENT CONNECTIONS
- E1.31 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1 - LIGHTING
- E1.32 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 2 - LIGHTING
- E1.33 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1 - POW/SYS
- E1.34 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 2 - POW/SYS
- E1.35 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 1 - EQUIPMENT CONNECTIONS
- E1.36 NBHS FIELD HOUSE FLOOR PLAN - NORTH BULLITT - LEVEL 2 - EQUIPMENT CONNECTIONS
- E5.00 ELECTRICAL DETAILS
- E5.1 ELECTRICAL DETAILS
- E5.4 ELECTRICAL SCHEDULES
- E5.5 ELECTRICAL SCHEDULES
- E6.0 LIGHT FIXTURE SCHEDULE
- E6.1 ELECTRICAL DETAILS
- E6.2 ELECTRICAL DETAILS
- E6.3 ELECTRICAL DETAILS
- E6.4 ELECTRICAL DETAILS
- E6.5 ELECTRICAL DETAILS
- E7.0 ELECTRICAL RISER
- E7.1 ELECTRICAL SCHEDULE
- E7.2 ELECTRICAL SCHEDULE
- E7.3 ELECTRICAL SCHEDULE
- E7.4 ELECTRICAL SCHEDULE

- E8.0.4 ELECTRICAL NOTES AND DETAILS
- ES1.4 BCHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
- ES1.5 BCHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
- ES2.4 BEHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
- ES2.5 BEHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
- ES3.5 NBHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE DEMO
- ES3.6 NBHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE NORTH
- ES3.7 NBHS PARTIAL SITE UTILITY PLAN - FIELD HOUSE NORTH

Highlighted Drawings Indicate Scope covered by this Agreement with Trane US for BP3 North Bullitt Field House Controls

CONSTRUCTION DOCUMENTS - ISSUED FOR BID



BID PACKAGE NO. 2 - FIELD HOUSE GENERAL CONSTRUCTION - COVER

BCPS HIGH SCHOOL FIELD HOUSES
BULLITT COUNTY PUBLIC SCHOOLS
SHEPHERDSVILLE, MT WASHINGTON & HEBRON, KENTUCKY

BG# 24-192

DATE : 06.24.2024
DRAWN BY : CNW
CHECKED BY : SKA

REVISIONS :

2023-50

G0.00
BP2

Phase II Athletics
Bullitt County Public Schools
FIELD HOUSES

BID PACKAGE 3: BUILDING AUTOMATION TEMPERATURE CONTROL

Shepherdsville, Mt Washington and Hebron, Kentucky
SKA# 2023-50 | BG-1# 24-192

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 34 00	Shop Drawings, Product Data, and Samples
	01 40 00	Quality Control
	01 50 00	Temporary Facilities
	01 52 00	Submittals
	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
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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

BG No. 24-192

Date: 7-19-24 To: (Owner): **Bullitt County Public Schools**

Project Name: **Phase II Athletics - Field Houses**

Bid Package No.3
Building Automation Temperature Control

City, County: **Bullitt County, Kentucky**

Name of Contractor:
Trane U.S.

Mailing Address:
12700 Plantside Drive, Louisville, KY 40299

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

Fax: _____

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

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

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

\$1,133,097.00

Use Figures

One Million One Hundred Thirty Three Thousand Ninety Seven 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-2 with Trane factory mounted controls as per Alt. 6		\$390,477.00	<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.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (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.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

	<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)
19.			
20.			
21.			
22.			
23.			
24.			
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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:

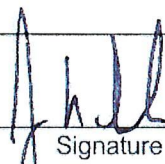
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's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

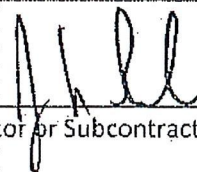
Company Name

7-19-24

Date

Jason E. Dusch

Contractor or Subcontractor (Print Name)



Contractor or Subcontractor (Signature)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 89130-TRA-24-03

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)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014

State of Inc. Connecticut

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)

Bid Package No. 3: Building Automation Temperature Control - Phase II Athletics Field Houses

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 17th day of July, 2024

(Witness)

(Witness) Annette Audinot

(Principal)

(Title)

(Surety)

(Title)

Trane U.S. Inc.

(Seal)

Travelers Casualty and Surety Company of America

(Seal)

Jessica Iannotta, Attorney-in-Fact



Travelers Casualty and Surety Company of America
 Travelers Casualty and Surety Company
 St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jessica Iannotta of Morristown New Jersey, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: [Signature]
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2026



[Signature]
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of July 2024



[Signature]
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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: July 18, 2024

Proposal Number: 7801023-01

Job Name:

Bullitt County Schools Athletics PH-II
Bid Package #3

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: 3

Coordination:

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

- Air Handling Unit
- Dedicated Outside Air Unit
- Water-to-Water Heat Pump Chiller
- Water Source Heat Pumps
- Outside Air VAV Boxes
- Split System AC Units
- Exhaust Fan
- 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 County Schools Athletics Phase 2 Project in accordance the plans and specifications dated 06/07/24. 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
 - (24) hours of initial owner FMS training
- Commissioning Support (per Specification 230800)
 - Trane will provide up to (40) 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.

• **Bullitt Central Scope of work:**

- Provide Trane Network Controller.
- Controls for Air Handling Unit (AHU-1) (Unit 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, Humidity and CO2 Sensors
 - Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - Integrate Units into Trane headend
- Controls for (1) Dedicated Outside Air Handling Unit (Unit provided, installed, setup and commissioned by others)
 - **Provide and control (3) VFD's**
 - **Installation and high voltage wiring by Div. 16 contractor**
 - Field provide and install Trane controller
 - Field provide and install control temperature sensors and control relays
 - Field provide and install Space Temperature, Humidity and CO2 Sensors
 - Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - 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
- Controls for (12) 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)
- Controls for (13) 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
- Main 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 (5) exterior Lighting Circuits
 - Lighting power panel provided and installed by others
 - Provide and install (1) exterior Photocell
- Monitor (1) Split AC Unit (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 (1) Exhaust Fan (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 (4) Gym 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
- **Bullitt East Scope of work:**
 - Provide Trane Network Controller
 - Controls for Air Handling Unit (AHU-1) (Unit 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, Humidity and CO2 Sensors

- Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - Integrate Units into Trane headend
- Controls for (1) Dedicated Outside Air Handling Unit (Unit provided, installed, setup and commissioned by others)
 - **Provide and control (3) VFD's**
 - **Installation and high voltage wiring by Div. 16 contractor**
 - Field provide and install Trane controller
 - Field provide and install control temperature sensors and control relays
 - Field provide and install Space Temperature, Humidity and CO2 Sensors
 - Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - 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
-
- Controls for (12) 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)
- Controls for (13) 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
- Main 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 (1) factory loose Differential Pressure Transmitter
 - Installation of Transmitter by mechanical contractor
 - Provide and wire temperature and flow sensors
 - Installation by Mechanical Contractor
 - Provide monitoring and control of the Make-Up Water
 - Installation of flowmeter and valve by Mechanical Contractor

- Provide monitoring of Domestic Hot Water Heater (provided and installed by others)
 - Provide monitoring of Building Power
 - Meter provided and installed by others
 - Meter to be provided with BACnet communication interface
 - Provide monitoring of Solar Power Meter
 - Meter provided and installed by others
 - Meter to be provided with BACnet communication interface
 - Provide control of up to (5) exterior Lighting Circuits
 - Lighting power panel provided and installed by others
 - Provide and install (1) exterior Photocell
- Monitor (1) Split AC Unit (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 (1) Exhaust Fan (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 (4) Gym 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
- **North Bullitt Scope of work:**
 - Provide Trane Network Controller
 - Controls for Air Handling Unit (AHU-1) (Unit 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, Humidity and CO2 Sensors
 - Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - Integrate Units into Trane headend
 - Controls for (1) Dedicated Outside Air Handling Unit (Unit provided, installed, setup and commissioned by others)
 - **Provide and control (3) VFD's**
 - **Installation and high voltage wiring by Div. 16 contractor**
 - Field provide and install Trane controller
 - Field provide and install control temperature sensors and control relays
 - Field provide and install Space Temperature, Humidity and CO2 Sensors
 - Tie in isolation valve (provided and installed by others)
 - Provide duct dampers and Actuators for external dampers
 - Installation of dampers by others
 - 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
- Controls for (12) 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)
- Controls for (13) 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
- Main 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 (1) factory loose Differential Pressure Transmitter
 - Installation of Transmitter by mechanical contractor
 - Provide and wire temperature and flow sensors
 - Installation by Mechanical Contractor
 - Provide monitoring and control of the Make-Up Water
 - Installation of flowmeter and valve by Mechanical Contractor
 - Provide monitoring of Domestic Hot Water Heater (provided and installed by others)
 - Provide monitoring of Building Power
 - Meter provided and installed by others
 - Meter to be provided with BACnet communication interface
 - Provide monitoring of Solar Power Meter
 - Meter provided and installed by others
 - Meter to be provided with BACnet communication interface
 - Provide control of up to (5) exterior Lighting Circuits
 - Lighting power panel provided and installed by others
 - Provide and install (1) exterior Photocell
- Monitor (1) Split AC Unit (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 (1) Exhaust Fan (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 (4) Gym 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

Clarifications:

- Proposal based on 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:

- Anything not specifically stated in proposal
- **VFD's for AHU (provided by manufacturer per specification)**
- Controls and/or BAS Tie-In for Unit Heaters
- Controls and/or BAS Tie-In for exterior buildings
- Controls and/or BAS Tie-In for Concession Buildings
- Mounting VFD and/or line voltage wiring
- Provision, Installation and/or wiring of occupancy sensors or override switches
- Smoke/Fire Dampers, smoke detectors, smoke audible/visual alarms, and/or Fire related shutdown devices or wiring other than unit emergency shutdown from smoke detector to AHUs
- Network connections and IP addresses for building controller
- Testing & balancing
- Installation of valves, pipe well sensors, and differential pressure switch hydronic tubing.
- Cutting and/or patching walls, floors and/or ceilings

Proposal Prepared From the Following Documents

- Drawings: M1.0 through M7.3 dated 06/07/2024
- Specs: 250200 dated 06/07/2024
- Addm: 3
- Project Schedule: **Subject to contract award and material availability**
- Submittal time required after receiving all Contract Documents, Equipment Submittals, & fully executed purchase order: 30 calendar days

5) Pricing:

Total Project Price(including Bond):.....\$1,133,097.00

Deduct for Trane Equipment with Factory Trane

Controls:.....\$390,477.00

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, assessments, 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 thereof) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER**

UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

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

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

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

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

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-B or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal of this Agreement, other than the Proposal of 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.



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Trane U.S. Bid Package

Re: BG 24-192

Bullitt Co. Schools Phase II Athletics

BP-3

Building Automation Temperature
Controls