

**OCSD Construction Program VI**

**SECTION 00010**

**INVITATION TO BID**

**SCHOOL BOARD of OKALOOSA COUNTY**

**Max Bruner Jr. Middle School Chiller and RTU Replacement**

**General Contracting Package**

Sealed bids are requested from Pre-Qualified construction firms for the **General Contracting Package** required for the construction of:

**Max Bruner Jr. Middle School Chiller and RTU Replacement, as described in the contract documents.**

Bid Proposals will be received by Jacobs|Titan, A Joint Venture as Total Program Manager (TPM) for the School District of Okaloosa County, Florida, at 4008 Legendary Drive, Suite 600, Destin, FL 32541 until **3:00 p.m., Local Time on Tuesday, April 14, 2026.** Bid proposals will then be privately opened, with only bidding contractors present, and bid results will be published immediately after award of Contract.

**Bids will only be accepted from the following Pre-Qualified firms:**

Whitesell-Green, Inc.  
P.O. Box 2849  
Pensacola, FL 32513  
Phone: 850.434.5311  
Fax: 850.434.5315

Speegle Construction, Inc.  
210 C Government Avenue  
Niceville, FL 32578  
Phone: 850.729.2484  
Fax: 850.729.1993

A.E. New, Jr., Inc.  
460 Van Pelt Lane  
Pensacola, FL 32505  
Phone: 850.472.1001  
Fax: 850.472.1004

Lord & Son Construction, Inc.  
P.O. Box 1808  
Fort Walton Beach, FL 32549  
Phone: 850.863.5158  
Fax: 850.862.4904

Culpepper Construction  
1538 Metropolitan Boulevard  
Tallahassee, FL 32308  
Phone: 850.224.3146

Morette Company  
2503 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32503  
Phone: 850.432.4084

Childers Construction Co.  
3472 Weems Road, Unit 1  
Tallahassee, FL 32317  
Phone: 850.222.2281

Greenhut Construction Company, Inc.  
23 S. A Street  
Pensacola, FL 32502  
Phone: 850.466.5421

Wharton-Smith, Inc.  
49 E. Chase Street  
Pensacola, FL 32502  
Phone: 850-328-4350

RAM General Contracting & Development, Inc.  
301 W. Platt Street, Suite 411  
Tampa, FL 33606  
Phone: 850-904-9830

Other General Contractors that would like to be considered for pre-qualification on the TPM Program shall contact Dustin Merritt (Jacobs/Titan) at 850-685-9146 to request a Pre-Qualification Package.

Bidders must be authorized to do business in the State of Florida and in Okaloosa County and must possess all required construction licenses, in accordance with applicable State and local laws, rules, and regulations.

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Pre-Qualified Bidders will be provided access to the bid documents via DropBox. The DropBox link will be emailed to each pre-qualified bidder. The Contract Documents will also be available for download via Procore. A Procore invitation will be emailed to each pre-qualified bidder.

**A non-mandatory Pre-Bid Conference will be held on Thursday, March 26, 2026 at 3:00 p.m. starting at the Max Bruner Jr. Middle School located at 322 Holmes Blvd NW, Fort Walton Beach, FL 32548. All visitors will meet at the Front Office and a site walk through of the project will immediately follow. All bidders, subcontractors/sub-subcontractors and vendors are invited and encouraged to attend.**

The successful Bidder will be required to furnish a Performance Bond and Payment Bond, each for the amount of the Contract by a qualified surety doing business in the State of Florida; and certificates of Insurance. Each Bid Proposal must be accompanied by a Bid Bond in the amount of five percent (5%) of the bid amount.

The successful Bidder will be required to Contract directly with Jacobs|Titan, the Total Program Manager (TPM), for all services included in this solicitation on the Contract form, included in the Contract Documents.

Bidder will be required to provide a written Project Safety Program to TPM. This Project Safety Program will be equal to/or greater than the Jacobs|Titan Safety Program included in the bid documents.

Jacobs|Titan reserves the right to waive any informalities or irregularities in any Bid and to reject any or all Bid Proposals.

Bid Proposals shall remain in effect for sixty (60) days after opening of bids.

Dustin Merritt,  
Deputy Program Manager/Construction Manager  
Jacobs|Titan  
4008 Legendary Drive, Suite 600,  
Destin, FL 32541

**End of Invitation to Bid**

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**SECTION 00100**

**INSTRUCTIONS TO BIDDERS**

**SCHOOL BOARD of OKALOOSA COUNTY**

**MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**General Contracting Package**

**1.1 RECEIPT AND OPENING OF BIDS**

- A. Jacobs|Titan, A Joint Venture, as Total Program Manager for the School Board of Okaloosa County, Florida, invites sealed Bid Proposals from Pre-Qualified general contracting firms for the construction project titled:

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT, as described in the contract documents.**

**B. Bids will only be accepted from the following Pre-Qualified firms:**

Whitesell-Green, Inc.  
P.O. Box 2849  
Pensacola, FL 32513  
Phone: 850.434.5311  
Fax: 850.434.5315

Speegle Construction, Inc.  
210 C Government Avenue  
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**OCSD Construction Program VI**

- C. Bid Proposals will be received at 4008 Legendary Drive, Suite 600, Destin, FL 32541 until 3:00 p.m., local time, on Tuesday, April 14, 2026 for the School Board Of Okaloosa County, Max Bruner Jr. Middle School Chiller and RTU Replacement. No Bid Proposals will be received after the date and time set forth above.
- D. Bids will be privately opened by TPM with only the Bidders present; bid results to be published immediately after award of Contract.
- E. Bid Proposals must be sealed with bidder's name on the outside of the envelope and designated as follows:

Jacobs|Titan, Total Program Manager  
School Board of Okaloosa County Program  
Office 4008 Legendary Drive, Suite 600  
Destin, FL 32541  
Attention: Program Manager

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**General Contracting Package**  
(BIDDER NAME, ADDRESS AND PHONE NUMBER)

- F. Any bid may be withdrawn by written request prior to the time scheduled above for the receipt of such Bids or authorized postponement thereof. No Bid may be withdrawn for a period of sixty (60) calendar days after opening of Bids. No telephone, telegraphic, or facsimile Bids, change in Bid or withdrawal of Bid will be received or recognized. No modifications of any Bid will be considered unless in writing, sealed and received by Jacobs|Titan prior to the time established for the receipt of such Bid. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

**1.2 METHOD OF BIDDING**

- A. Bid Proposals shall be received for all Work shown or indicated in the Contract Documents from those construction firms on the Pre-Qualified Bidders list.
- B. The Work includes the Project Manual, the Contract for Construction Services, Specifications, and related Drawings.
- C. Bidders are required to bid on the entire Project, including all Alternates.

**1.3 AVAILABILITY OF CONTRACT DOCUMENTS**

- A. Pre-Qualified Bidders will be provided access to the bid documents via Dropbox and/or email . The Drobox link will be emailed to each Pre-Qualified Bidder.
- B. The Contract Documents will also be available for download via Procore. A Procore Invitation will be sent to all Pre-Qualified Bidders via email.

**1.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

- A. Each Bidder shall be held to have examined the site of the proposed Work and shall fully acquaint themselves with the conditions and limitations as they exist, including those of labor and progress of work to date, if any, and shall also thoroughly examine the Contract Documents and compared them with existing conditions. Each Bidder will be familiar with weather conditions of the project area. Failure of any Bidder to visit the site and acquaint themselves with the Contract Documents shall in no way relieve Bidder from any obligations with respect to their bid.

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- B. No consideration will be granted for any alleged misunderstanding of the material, article or piece of equipment to be furnished work to be done; it being understood that the tender of a Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.
- C. **A non-mandatory Pre-Bid Conference will be held on Thursday, March 26, 2026, at 3:00 p.m. at the project site, 322 Holmes Blvd NW, Fort Walton Beach, FL 32548. A site walk through of the project location(s) will immediately follow. All Bidders, subcontractors/sub-contractors and vendors are invited and encouraged to attend.**
- D. Unless otherwise indicated by the TPM, additional site visits of existing School Facilities will be by appointment only, which will be made at the Pre-Bid Meeting or by contacting **Dustin Merritt** at [dustin.merritt@jacobs.com](mailto:dustin.merritt@jacobs.com).

1.5 ADDENDA AND INTERPRETATIONS

- A. No interpretations of the meaning of the Drawings, Specifications, or other documents will be made to any Bidder verbally. Every request for such interpretation shall be sent via email to **Logan Martin** ([logana.martin@titantechnologies.com](mailto:logana.martin@titantechnologies.com)) with **Dustin Merritt** ([dustin.merritt@jacobs.com](mailto:dustin.merritt@jacobs.com)) being CC'ed. To be given consideration, requests for interpretation must be received at least five (5) calendar days prior to the date fixed for the opening of Bids. Questions shall reference project, drawing and/or specification number and shall include the name of the firm, contact, telephone number and address.
- B. Bidders are required to notify TPM if there are any errors, ambiguity or inconsistency, which they may discover upon reviewing the Contract Documents or the site and local conditions. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be sent to all persons on record as having received a complete set of Contract Documents at the respective addresses furnished for such purpose. Such Addenda will be mailed or otherwise sent by courier or electronic means no later than 48 hours prior to time set for opening of bids. Failure of Bidder to receive any Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted.
- C. All Addenda so issued shall become part of the Bidding and Contract Documents.
- D. Each bidder shall acknowledge that they have received all addenda issued prior to submitting their bid.

1.6 SUBSTITUTIONS DURING BIDDING

- A. Requests for changes proposed by the bidder in products, material, equipment, fixture, form, and methods of construction required by the Contract Documents, or shown by name, make, or catalog number, shall be made in writing to the TPM by the close of business on the day of the Pre-Bid Meeting. Such requests shall be accompanied by the following data supporting the claim to equality:
  - 1. Identify the product, fabrication or installation method to be replaced. Include related Specification Section and Drawing numbers.
  - 2. Product Data, including drawings and descriptions of products, fabrication and installation procedures.
  - 3. Samples, where applicable or required.
  - 4. A detailed comparison of significant quantities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - 5. Coordination information, including a list of changes of modifications needed to other parts of

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the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

6. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

7. Cost information, including a proposal of a net change, if any.

8. Indicate the effect of the proposed substitution on overall Contract Time.

B. Approval by the TPM, if given, will be made by addendum issued through the TPM. Said approval will indicate that the additional article, device, product, material, fixture, form or type of construction is approved for use insofar as the requirements of this project are concerned.

C. No substitutions are allowed under the base bid unless approved by addendum.

D. If approved, all modifications necessary as a result of the use of an approved substitute shall be paid by the bidder proposing the substitution.

E. TPM's decision as to acceptance or non-acceptance of a substitution shall be final. Under no circumstances will the TPM be required to prove that a product proposed for substitution is or is not of equal quality to the product specified.

### 1.7 ALTERNATES

A. The bidder must bid on all Alternates contained in the Bid Documents. The bidder shall list a value for each Alternate listed on the Bid Proposal Form. Each Alternate value shall include all work required for its complete execution of work, including all supervision, overhead, profit and bond costs. Accepted Alternates will be fully considered in awarding a contract.

B. In its sole discretion, TPM reserves the right to accept or reject any or all Alternates and to award the Contract to the lowest eligible responsible Bidder based on the Base Bid and the Alternates that are accepted at that time.

C. TPM shall be allowed a period of one hundred twenty (120) calendar days after Award of Contract to exercise the right to accept or reject any or all alternates submitted on the bid proposal.

D. Bids are considered irregular and may be rejected if alternates contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values as determined at the sole discretion of the TPM.

### 1.8 BID SECURITY AND BONDS

A. Each Bid Proposal must be accompanied by security in the form of a Bid Bond duly executed by the Bidder as Principal and having as surety thereon, a company authorized to execute such bond in the State of Florida and which company is satisfactory to Jacobs|Titan. The amount of such Bid Security shall be five percent (5%) of the amount bid. An attorney-in-fact who signs a Bid Bond must file with the Bond a certified and effectively dated copy of his power of attorney. The Bid Security shall be made in favor of Jacobs|Titan, A Joint Venture and shall become its property in the event the Bidder fails, within seven (7) days after receipt of Notice of Award for the amount of the Bid Proposal, to both execute said agreement, deliver the Performance Bond, Payment Bond, and the proper Certificate of Insurance. The premiums for said Bonds shall be the responsibility of the Bidder and are included in the Contract Price. The Bid Bond must be submitted on the form attached hereto. The Performance Bond and Payment Bond are to be in the format required under Florida Statutes 255.05 and be executed by such sureties as are acceptable to TPM and are licensed

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to do business in the State of Florida.

- B. The surety company must have an A. M. Best rating of “A” or be listed as a company approved by the Federal Register of the U. S. Department of Treasury for “Surety Companies Acceptable on Federal Bonds” and be certified to issue the total amount of the bond on any one risk. For Bids less than \$500,000.00, bonds from a surety company meeting Section 287.0935 of the Florida Statutes are acceptable.
- C. Bid Bonds will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The Bid Bonds of bidders not under consideration for award of contract will be returned by the TPM in a timely manner. The bid security of the lowest two bidders may be retained for a period not to exceed sixty (60) days after date for receipt of bids, or until a contract is awarded.
- D. Every Bid Proposal Form that is **not** accompanied by a Bid Bond will be **rejected**.

**1.9 SUBMISSION OF BIDS AND BID PROPOSAL FORMS**

- A. Each Bid Proposal shall be submitted on the Bid Proposal Form bound in the Contract Documents. The Bid Proposal Form may be copied from the one bound in the Contract Documents. All blank spaces shall be filled in ink or typewritten, in words and figures, in figures only where no space is provided for words and signed by a legally authorized representative of the Bidder that can bind the Bidder to the Contract. If Bids are submitted by an agent, provide satisfactory evidence of agency authority. Bids on a form not completely filled in, or which is not complete, or which is conditional, qualified, or obscure, or which contains any addition not called for, may be considered non-responsive and rejected.
- B. The Bid Proposal Form, including the Bid Bond and the Public Entity Crime Form shall be enclosed in a sealed envelope with the following plainly marked on the outside:

Jacobs|Titan  
Total Program Manager  
School Board of Okaloosa County Program Office  
4008 Legendary Drive, Suite 600,  
Destin, FL 32541  
Attention: Program Manager

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**General Contracting Package**  
(BIDDER NAME, ADDRESS AND PHONE NUMBER)

If the bid is mailed, the Bidder shall enclose his sealed bid in an outer envelope, addressed as follows:

From: Bidder’s Name and Business  
Address

To: Jacobs|Titan  
Total Program Manager  
School Board of Okaloosa County Program  
Office 4008 Legendary Drive, Suite 600,  
Destin, FL 32541  
Attention: Program Manager  
**SEALED BID ENCLOSED**

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- C. All Bidders are cautioned to allow ample time for the transmission of Bids. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed Bids, regardless of postmark.
- D. Jacobs|Titan will not be responsible for premature opening of bid envelopes not properly addressed and marked.
- E. Any expense or costs incurred by the Bidder in the preparation of his Bid Proposal will be at the sole cost and expense of the Bidder.
- F. The Bid Proposal form will not be considered a Contract Document.
- G. With the submission of their Bid, the bidder represents that they have read and acknowledge that the Project Schedule is acceptable.
- H. Oral, telephone, facsimile, or telegraphic bids are invalid and will not be considered.
- I. The Bid is to be based solely on the labor, materials, systems and equipment necessary to complete the Work described by the Contract Documents.

### 1.10 RIGHT TO ACCEPT AND REJECT BIDS

- A. The TPM reserves the right to waive any informalities and irregularities in any Bid or to reject any or all Bid Proposals.

### 1.11 METHOD OF AWARD AND EXECUTION OF CONTRACT

- A. It is the intent of the TPM to award a Contract to the lowest responsible and responsive bidder from the list of Pre-Qualified Bidders provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The Bidder shall receive a Notice of Award for signature and the date this Document is received by the Bidder will be considered the beginning of the Contract time.
- B. The Bidder is required to return a signed and dated copy of the Notice of Award to the TPM. If the Contractor fails to furnish Contractor's Performance Bond, Public Payment Bond, and Certificate of Insurance within seven (7) calendar days from the date of the Notice of Award and concurrent with the execution of the Contract, TPM will be entitled to consider all the Bidder's rights arising out of TPM acceptance of the Bidder's Bid as abandoned and as a forfeiture of the Bidder's Bid Bond. TPM will be entitled to such other rights as may be granted by Law.
- C. The Bidder who is selected shall execute a Contract with Jacobs|Titan within seven (7) calendar days after receipt of Notice of Award. Upon receipt by TPM of executed Contract and the required bonds, the Contractor shall be issued a Notice to Proceed with the Contract Work.
- D. The term "Contractor" referred to throughout the Contract Documents means the construction firm that enters in a Contract with Jacobs|Titan, the Total Program Manager (TPM).
- E. The form of Contract that will be used is the Contract for Construction Services included in the Bid Documents.
- F. Bidder who is selected shall also provide evidence of other insurance required under the Contract Documents prior to starting any work on the project.
- G. The Bidder agrees to commence administrative and submittal work under this Contract immediately upon Notice of Award and to substantially complete the Work by the date specified in the Contract. The time period allotted for the Work (Contract Time) begins on the date that the successful Bidder receives the "Notice of Award".

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- H. The sequence of construction and Milestone Dates for major work items are listed in Attachment F to the Contract for Construction Services. The Contractor shall be familiar with Article 5, Paragraph 5.3.1 of the Contract with respect to weather and shall plan accordingly.
- I. The successful Bidder will supply a complete list of subcontractors to TPM within three (3) days after the Bid opening. Major subcontractors must be identified on 00300 Bid Form and submitted with the bid.
- J. The successful Bidder will execute attachments C, D and E within seven (7) days after the Notice of Award.
- K. Time is of the essence in the Work to be provided under this Contract. **After the successful Bidder receives a “Notice to Award”, the time allotted for the Work begins.** The Bidder agrees to substantially complete the Work on or before the date scheduled for Substantial Completion.
- L. The schedule requirements are detailed in Division 1, section 01315.

### 1.12 SUPERVISION

- A. Each Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of his Work. The superintendent shall be satisfactory to the Owner and Jacobs|Titan, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The listed staff will not be replaced or substituted without TPM approval of replaced or substituted staff.
- B. Safety Representative: The Contractor shall employ a competent trained safety representative who shall be in attendance at the Project site a minimum of one (1) hour per workday, whenever work is in progress. The contractor’s safety representative shall ensure that Contractor’s safety program is being fully implemented and meets all requirements of the contract documents. The qualifications of the Contractors safety representative must be acceptable to the TPM.

### 1.13 SCHEDULE OF VALUES

- A. In the preparation of the Bid Proposal, the Bidder should be aware of the requirement that each successful Bidder shall submit his Schedule of Values in a form as required by the TPM.

### 1.14 COMPLIANCE WITH LAWS

- A. The Bidder is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the Work.
- B. Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of his Work and shall furnish a copy of said permits, licenses and inspection reports to the TPM.
- C. Bidders must be authorized to do business in the State of Florida and in Okaloosa County and must possess all required construction licenses in accordance with applicable State and local laws, rules, and regulations.

**End of Instructions to Bidders**

**ADDENDUM No. 02**

**MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**APRIL 06, 2026**

**ARCHITECT – H2Engineering**

**NOTE: \*\*\*NOTE NEW BID TIME\*\*\***

The bid date and time for this project has changed to **Tuesday, April 14<sup>th</sup>, 2026 at 3:00 P.M. CST.**

**A) Project Drawings**

1. No Change

**B) Project Specifications**

1. **REPLACE:** Addendum 1, 00010 - INVITATION TO BID specifications section with new attached 00010 - INVITATION TO BID specifications section.
2. **REPLACE:** Addendum 1, 00100 – INSTRUCTIONS TO BIDDERS specifications section with new attached 000100 - INSTRUCTIONS TO BIDDERS specifications section.

**C) Project General Notes**

1. **ADD:** Trane controls allowance. See ATT- A BRUNER MS CHILLER 1 AND RTU 13-14 CONTROLS AND VAV EQUIPMENT PROPOSAL from Trane and include listed price in base bid.
2. **REPLACE:** Addendum 1, ATTACHMENT F – MILESTONE SCHEDULE with new attached ATTACHMENT F – MILESTONE SCHEDULE

**D) Project Questions**

1. **REF:** Section 099113.1 and 099123.1  
**Question:** Reference Section 099113.1 and 099123.1 Painting. Provide detailed scope. Advise if new pipe only, existing CW, Chiller 2, condensate, color, schedule, etc.  
**Answer:** Paint the new and existing steel condenser water piping; color green.

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2. **REF:** Division 23

**Question:** It is recommended to use VFD's on the pumps that we are replacing instead of motor starters to prolong the life of the pumps. Please advise if this is acceptable.

**Answer:** Yes, this is acceptable and included in the pricing shown in Attachment A - BRUNER MS CHILLER 1 AND RTU 13-14 CONTROLS AND VAV EQUIPMENT PROPOSAL.

3. **REF:** Division 25

**Question:** Reference Sheets M2.2, IC1.2 and E2.2. Provide information regarding VFDs for CHwp-1, CHWP-2, CWP-1 and CWP-2. If required, these should be provided by the allowances to be compatible with the DDC system.

**Answer:** Attachment A - BRUNER MS CHILLER 1 AND RTU 13-14 CONTROLS AND VAV EQUIPMENT PROPOSAL. The current VAV's have Siemens controllers. We are providing Trane controllers factory-mounted on the replacement VAV's, that will tie into the new Trane Tracer BAS system as detailed in Attachment A.

4. **REF:** Division 25

**Question:** Reference Division 25 and the Instrument Control Drainage. Advise if the control system will be provided by an allowance or by separate contract.

**Answer:** See Attachment A - BRUNER MS CHILLER 1 AND RTU 13-14 CONTROLS AND VAV EQUIPMENT PROPOSAL. Control system will be provided by allowance.

**END OF ADDENDUM No. 02**

**OCSD Construction Program VI**

**SECTION 00010**

**INVITATION TO BID**

**SCHOOL BOARD of OKALOOSA COUNTY**

**Max Bruner Jr. Middle School Chiller and RTU Replacement**

**General Contracting Package**

Sealed bids are requested from Pre-Qualified construction firms for the **General Contracting Package** required for the construction of:

**Max Bruner Jr. Middle School Chiller and RTU Replacement, as described in the contract documents.**

Bid Proposals will be received by Jacobs|Titan, A Joint Venture as Total Program Manager (TPM) for the School District of Okaloosa County, Florida, at 4008 Legendary Drive, Suite 600, Destin, FL 32541 until **3:00 p.m., Local Time on Tuesday, April 14, 2026.** Bid proposals will then be privately opened, with only bidding contractors present, and bid results will be published immediately after award of Contract.

**Bids will only be accepted from the following Pre-Qualified firms:**

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Pensacola, FL 32513  
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Speegle Construction, Inc.  
210 C Government Avenue  
Niceville, FL 32578  
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Fax: 850.729.1993

A.E. New, Jr., Inc.  
460 Van Pelt Lane  
Pensacola, FL 32505  
Phone: 850.472.1001  
Fax: 850.472.1004

Lord & Son Construction, Inc.  
P.O. Box 1808  
Fort Walton Beach, FL 32549  
Phone: 850.863.5158  
Fax: 850.862.4904

Culpepper Construction  
1538 Metropolitan Boulevard  
Tallahassee, FL 32308  
Phone: 850.224.3146

Morette Company  
2503 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32503  
Phone: 850.432.4084

Childers Construction Co.  
3472 Weems Road, Unit 1  
Tallahassee, FL 32317  
Phone: 850.222.2281

Greenhut Construction Company, Inc.  
23 S. A Street  
Pensacola, FL 32502  
Phone: 850.466.5421

Wharton-Smith, Inc.  
49 E. Chase Street  
Pensacola, FL 32502  
Phone: 850-328-4350

RAM General Contracting & Development, Inc.  
301 W. Platt Street, Suite 411  
Tampa, FL 33606  
Phone: 850-904-9830

Other General Contractors that would like to be considered for pre-qualification on the TPM Program shall contact Dustin Merritt (Jacobs/Titan) at 850-685-9146 to request a Pre-Qualification Package.

Bidders must be authorized to do business in the State of Florida and in Okaloosa County and must possess all required construction licenses, in accordance with applicable State and local laws, rules, and regulations.

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Pre-Qualified Bidders will be provided access to the bid documents via DropBox. The DropBox link will be emailed to each pre-qualified bidder. The Contract Documents will also be available for download via Procore. A Procore invitation will be emailed to each pre-qualified bidder.

**A non-mandatory Pre-Bid Conference will be held on Thursday, March 26, 2026 at 3:00 p.m. starting at the Max Bruner Jr. Middle School located at 322 Holmes Blvd NW, Fort Walton Beach, FL 32548. All visitors will meet at the Front Office and a site walk through of the project will immediately follow. All bidders, subcontractors/sub-subcontractors and vendors are invited and encouraged to attend.**

The successful Bidder will be required to furnish a Performance Bond and Payment Bond, each for the amount of the Contract by a qualified surety doing business in the State of Florida; and certificates of Insurance. Each Bid Proposal must be accompanied by a Bid Bond in the amount of five percent (5%) of the bid amount.

The successful Bidder will be required to Contract directly with Jacobs|Titan, the Total Program Manager (TPM), for all services included in this solicitation on the Contract form, included in the Contract Documents.

Bidder will be required to provide a written Project Safety Program to TPM. This Project Safety Program will be equal to/or greater than the Jacobs|Titan Safety Program included in the bid documents.

Jacobs|Titan reserves the right to waive any informalities or irregularities in any Bid and to reject any or all Bid Proposals.

Bid Proposals shall remain in effect for sixty (60) days after opening of bids.

Dustin Merritt,  
Deputy Program Manager/Construction Manager  
Jacobs|Titan  
4008 Legendary Drive, Suite 600,  
Destin, FL 32541

**End of Invitation to Bid**

**OCSD Construction Program VI**

**SECTION 00100**

**INSTRUCTIONS TO BIDDERS**

**SCHOOL BOARD of OKALOOSA COUNTY**

**MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**General Contracting Package**

**1.1 RECEIPT AND OPENING OF BIDS**

- A. Jacobs|Titan, A Joint Venture, as Total Program Manager for the School Board of Okaloosa County, Florida, invites sealed Bid Proposals from Pre-Qualified general contracting firms for the construction project titled:

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT, as described in the contract documents.**

**B. Bids will only be accepted from the following Pre-Qualified firms:**

Whitesell-Green, Inc.  
P.O. Box 2849  
Pensacola, FL 32513  
Phone: 850.434.5311  
Fax: 850.434.5315

Speegle Construction, Inc.  
210 C Government Avenue  
Niceville, FL 32578  
Phone: 850.729.2484  
Fax: 850.729.1993

A.E. New, Jr., Inc.  
460 Van Pelt Lane  
Pensacola, FL 32505  
Phone: 850.472.1001  
Fax: 850.472.1004

Lord & Son Construction, Inc.  
P.O. Box 1808  
Fort Walton Beach, FL 32549  
Phone: 850.863.5158  
Fax: 850.862.4904

Culpepper Construction  
1538 Metropolitan Boulevard  
Tallahassee, FL 32308  
Phone: 850.224.3146

Morette Company  
2503 N. 12<sup>th</sup> Avenue  
Pensacola, FL 32503  
Phone: 850.432.4084

Childers Construction Co.  
3472 Weems Road, Unit 1  
Tallahassee, FL 32317  
Phone: 850.222.2281

Greenhut Construction Company, Inc.  
23 S. A Street  
Pensacola, FL 32502  
Phone: 850.466.5421

Wharton-Smith, Inc.  
49 E. Chase Street  
Pensacola, FL 32502  
Phone: 850-328-4350

RAM General Contracting & Development, Inc.  
301 W. Platt Street, Suite 411  
Tampa, FL 33606  
Phone: 850-904-9830

Other General Contractors that would like to be considered for pre-qualification on the TPM Program shall contact Dustin Merritt (Jacobs/Titan) at 850-685-9146 to request a Pre-Qualification Package.

**OCSD Construction Program VI**

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- C. Bid Proposals will be received at 4008 Legendary Drive, Suite 600, Destin, FL 32541 until 3:00 p.m., local time, on Tuesday, April 14, 2026 for the School Board Of Okaloosa County, Max Bruner Jr. Middle School Chiller and RTU Replacement. No Bid Proposals will be received after the date and time set forth above.
- D. Bids will be privately opened by TPM with only the Bidders present; bid results to be published immediately after award of Contract.
- E. Bid Proposals must be sealed with bidder's name on the outside of the envelope and designated as follows:

Jacobs|Titan, Total Program Manager  
School Board of Okaloosa County Program  
Office 4008 Legendary Drive, Suite 600  
Destin, FL 32541  
Attention: Program Manager

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

**General Contracting Package**  
(BIDDER NAME, ADDRESS AND PHONE NUMBER)

- F. Any bid may be withdrawn by written request prior to the time scheduled above for the receipt of such Bids or authorized postponement thereof. No Bid may be withdrawn for a period of sixty (60) calendar days after opening of Bids. No telephone, telegraphic, or facsimile Bids, change in Bid or withdrawal of Bid will be received or recognized. No modifications of any Bid will be considered unless in writing, sealed and received by Jacobs|Titan prior to the time established for the receipt of such Bid. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

**1.2 METHOD OF BIDDING**

- A. Bid Proposals shall be received for all Work shown or indicated in the Contract Documents from those construction firms on the Pre-Qualified Bidders list.
- B. The Work includes the Project Manual, the Contract for Construction Services, Specifications, and related Drawings.
- C. Bidders are required to bid on the entire Project, including all Alternates.

**1.3 AVAILABILITY OF CONTRACT DOCUMENTS**

- A. Pre-Qualified Bidders will be provided access to the bid documents via Dropbox and/or email . The Drobox link will be emailed to each Pre-Qualified Bidder.
- B. The Contract Documents will also be available for download via Procore. A Procore Invitation will be sent to all Pre-Qualified Bidders via email.

**1.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

- A. Each Bidder shall be held to have examined the site of the proposed Work and shall fully acquaint themselves with the conditions and limitations as they exist, including those of labor and progress of work to date, if any, and shall also thoroughly examine the Contract Documents and compared them with existing conditions. Each Bidder will be familiar with weather conditions of the project area. Failure of any Bidder to visit the site and acquaint themselves with the Contract Documents shall in no way relieve Bidder from any obligations with respect to their bid.

**OCSD Construction Program VI**

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- B. No consideration will be granted for any alleged misunderstanding of the material, article or piece of equipment to be furnished work to be done; it being understood that the tender of a Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.
- C. **A non-mandatory Pre-Bid Conference will be held on Thursday, March 26, 2026, at 3:00 p.m. at the project site, 322 Holmes Blvd NW, Fort Walton Beach, FL 32548. A site walk through of the project location(s) will immediately follow. All Bidders, subcontractors/sub-contractors and vendors are invited and encouraged to attend.**
- D. Unless otherwise indicated by the TPM, additional site visits of existing School Facilities will be by appointment only, which will be made at the Pre-Bid Meeting or by contacting **Dustin Merritt** at [dustin.merritt@jacobs.com](mailto:dustin.merritt@jacobs.com).

**1.5 ADDENDA AND INTERPRETATIONS**

- A. No interpretations of the meaning of the Drawings, Specifications, or other documents will be made to any Bidder verbally. Every request for such interpretation shall be sent via email to **Logan Martin** ([logana.martin@titantechnologies.com](mailto:logana.martin@titantechnologies.com)) with **Dustin Merritt** ([dustin.merritt@jacobs.com](mailto:dustin.merritt@jacobs.com)) being CC'ed. To be given consideration, requests for interpretation must be received at least five (5) calendar days prior to the date fixed for the opening of Bids. Questions shall reference project, drawing and/or specification number and shall include the name of the firm, contact, telephone number and address.
- B. Bidders are required to notify TPM if there are any errors, ambiguity or inconsistency, which they may discover upon reviewing the Contract Documents or the site and local conditions. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be sent to all persons on record as having received a complete set of Contract Documents at the respective addresses furnished for such purpose. Such Addenda will be mailed or otherwise sent by courier or electronic means no later than 48 hours prior to time set for opening of bids. Failure of Bidder to receive any Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted.
- C. All Addenda so issued shall become part of the Bidding and Contract Documents.
- D. Each bidder shall acknowledge that they have received all addenda issued prior to submitting their bid.

**1.6 SUBSTITUTIONS DURING BIDDING**

- A. Requests for changes proposed by the bidder in products, material, equipment, fixture, form, and methods of construction required by the Contract Documents, or shown by name, make, or catalog number, shall be made in writing to the TPM by the close of business on the day of the Pre-Bid Meeting. Such requests shall be accompanied by the following data supporting the claim to equality:
  - 1. Identify the product, fabrication or installation method to be replaced. Include related Specification Section and Drawing numbers.
  - 2. Product Data, including drawings and descriptions of products, fabrication and installation procedures.
  - 3. Samples, where applicable or required.
  - 4. A detailed comparison of significant quantities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
  - 5. Coordination information, including a list of changes of modifications needed to other parts of

## OCSD Construction Program VI

the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

6. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

7. Cost information, including a proposal of a net change, if any.

8. Indicate the effect of the proposed substitution on overall Contract Time.

- B. Approval by the TPM, if given, will be made by addendum issued through the TPM. Said approval will indicate that the additional article, device, product, material, fixture, form or type of construction is approved for use insofar as the requirements of this project are concerned.
- C. No substitutions are allowed under the base bid unless approved by addendum.
- D. If approved, all modifications necessary as a result of the use of an approved substitute shall be paid by the bidder proposing the substitution.
- E. TPM's decision as to acceptance or non-acceptance of a substitution shall be final. Under no circumstances will the TPM be required to prove that a product proposed for substitution is or is not of equal quality to the product specified.

### 1.7 ALTERNATES

- A. The bidder must bid on all Alternates contained in the Bid Documents. The bidder shall list a value for each Alternate listed on the Bid Proposal Form. Each Alternate value shall include all work required for its complete execution of work, including all supervision, overhead, profit and bond costs. Accepted Alternates will be fully considered in awarding a contract.
- B. In its sole discretion, TPM reserves the right to accept or reject any or all Alternates and to award the Contract to the lowest eligible responsible Bidder based on the Base Bid and the Alternates that are accepted at that time.
- C. TPM shall be allowed a period of one hundred twenty (120) calendar days after Award of Contract to exercise the right to accept or reject any or all alternates submitted on the bid proposal.
- D. Bids are considered irregular and may be rejected if alternates contained in the bid proposal are obviously unbalanced either in excess of, or below, reasonable cost analysis values as determined at the sole discretion of the TPM.

### 1.8 BID SECURITY AND BONDS

- A. Each Bid Proposal must be accompanied by security in the form of a Bid Bond duly executed by the Bidder as Principal and having as surety thereon, a company authorized to execute such bond in the State of Florida and which company is satisfactory to Jacobs|Titan. The amount of such Bid Security shall be five percent (5%) of the amount bid. An attorney-in-fact who signs a Bid Bond must file with the Bond a certified and effectively dated copy of his power of attorney. The Bid Security shall be made in favor of Jacobs|Titan, A Joint Venture and shall become its property in the event the Bidder fails, within seven (7) days after receipt of Notice of Award for the amount of the Bid Proposal, to both execute said agreement, deliver the Performance Bond, Payment Bond, and the proper Certificate of Insurance. The premiums for said Bonds shall be the responsibility of the Bidder and are included in the Contract Price. The Bid Bond must be submitted on the form attached hereto. The Performance Bond and Payment Bond are to be in the format required under Florida Statutes 255.05 and be executed by such sureties as are acceptable to TPM and are licensed

**OCSD Construction Program VI**

to do business in the State of Florida.

- B. The surety company must have an A. M. Best rating of “A” or be listed as a company approved by the Federal Register of the U. S. Department of Treasury for “Surety Companies Acceptable on Federal Bonds” and be certified to issue the total amount of the bond on any one risk. For Bids less than \$500,000.00, bonds from a surety company meeting Section 287.0935 of the Florida Statutes are acceptable.
- C. Bid Bonds will be returned to successful bidders after a contract agreement has been executed, and acceptance of required bonds and insurance is made. The Bid Bonds of bidders not under consideration for award of contract will be returned by the TPM in a timely manner. The bid security of the lowest two bidders may be retained for a period not to exceed sixty (60) days after date for receipt of bids, or until a contract is awarded.
- D. Every Bid Proposal Form that is **not** accompanied by a Bid Bond will be **rejected**.

**1.9 SUBMISSION OF BIDS AND BID PROPOSAL FORMS**

- A. Each Bid Proposal shall be submitted on the Bid Proposal Form bound in the Contract Documents. The Bid Proposal Form may be copied from the one bound in the Contract Documents. All blank spaces shall be filled in ink or typewritten, in words and figures, in figures only where no space is provided for words and signed by a legally authorized representative of the Bidder that can bind the Bidder to the Contract. If Bids are submitted by an agent, provide satisfactory evidence of agency authority. Bids on a form not completely filled in, or which is not complete, or which is conditional, qualified, or obscure, or which contains any addition not called for, may be considered non-responsive and rejected.
- B. The Bid Proposal Form, including the Bid Bond and the Public Entity Crime Form shall be enclosed in a sealed envelope with the following plainly marked on the outside:

Jacobs|Titan  
Total Program Manager  
School Board of Okaloosa County Program Office  
4008 Legendary Drive, Suite 600,  
Destin, FL 32541  
Attention: Program Manager

**SCHOOL BOARD of OKALOOSA COUNTY, MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND  
RTU REPLACEMENT**

**General Contracting Package**  
(BIDDER NAME, ADDRESS AND PHONE NUMBER)

If the bid is mailed, the Bidder shall enclose his sealed bid in an outer envelope, addressed as follows:

From: Bidder’s Name and Business  
Address

To: Jacobs|Titan  
Total Program Manager  
School Board of Okaloosa County Program  
Office 4008 Legendary Drive, Suite 600,  
Destin, FL 32541  
Attention: Program Manager  
**SEALED BID ENCLOSED**

**OCSD Construction Program VI**

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- C. All Bidders are cautioned to allow ample time for the transmission of Bids. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed Bids, regardless of postmark.
- D. Jacobs|Titan will not be responsible for premature opening of bid envelopes not properly addressed and marked.
- E. Any expense or costs incurred by the Bidder in the preparation of his Bid Proposal will be at the sole cost and expense of the Bidder.
- F. The Bid Proposal form will not be considered a Contract Document.
- G. With the submission of their Bid, the bidder represents that they have read and acknowledge that the Project Schedule is acceptable.
- H. Oral, telephone, facsimile, or telegraphic bids are invalid and will not be considered.
- I. The Bid is to be based solely on the labor, materials, systems and equipment necessary to complete the Work described by the Contract Documents.

**1.10 RIGHT TO ACCEPT AND REJECT BIDS**

- A. The TPM reserves the right to waive any informalities and irregularities in any Bid or to reject any or all Bid Proposals.

**1.11 METHOD OF AWARD AND EXECUTION OF CONTRACT**

- A. It is the intent of the TPM to award a Contract to the lowest responsible and responsive bidder from the list of Pre-Qualified Bidders provided the Bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds available. The Bidder shall receive a Notice of Award for signature and the date this Document is received by the Bidder will be considered the beginning of the Contract time.
- B. The Bidder is required to return a signed and dated copy of the Notice of Award to the TPM. If the Contractor fails to furnish Contractor's Performance Bond, Public Payment Bond, and Certificate of Insurance within seven (7) calendar days from the date of the Notice of Award and concurrent with the execution of the Contract, TPM will be entitled to consider all the Bidder's rights arising out of TPM acceptance of the Bidder's Bid as abandoned and as a forfeiture of the Bidder's Bid Bond. TPM will be entitled to such other rights as may be granted by Law.
- C. The Bidder who is selected shall execute a Contract with Jacobs|Titan within seven (7) calendar days after receipt of Notice of Award. Upon receipt by TPM of executed Contract and the required bonds, the Contractor shall be issued a Notice to Proceed with the Contract Work.
- D. The term "Contractor" referred to throughout the Contract Documents means the construction firm that enters in a Contract with Jacobs|Titan, the Total Program Manager (TPM).
- E. The form of Contract that will be used is the Contract for Construction Services included in the Bid Documents.
- F. Bidder who is selected shall also provide evidence of other insurance required under the Contract Documents prior to starting any work on the project.
- G. The Bidder agrees to commence administrative and submittal work under this Contract immediately upon Notice of Award and to substantially complete the Work by the date specified in the Contract. The time period allotted for the Work (Contract Time) begins on the date that the successful Bidder receives the "Notice of Award".

## OCSD Construction Program VI

- H. The sequence of construction and Milestone Dates for major work items are listed in Attachment F to the Contract for Construction Services. The Contractor shall be familiar with Article 5, Paragraph 5.3.1 of the Contract with respect to weather and shall plan accordingly.
- I. The successful Bidder will supply a complete list of subcontractors to TPM within three (3) days after the Bid opening. Major subcontractors must be identified on 00300 Bid Form and submitted with the bid.
- J. The successful Bidder will execute attachments C, D and E within seven (7) days after the Notice of Award.
- K. Time is of the essence in the Work to be provided under this Contract. **After the successful Bidder receives a “Notice to Award”, the time allotted for the Work begins.** The Bidder agrees to substantially complete the Work on or before the date scheduled for Substantial Completion.
- L. The schedule requirements are detailed in Division 1, section 01315.

### 1.12 SUPERVISION

- A. Each Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of his Work. The superintendent shall be satisfactory to the Owner and Jacobs|Titan, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The listed staff will not be replaced or substituted without TPM approval of replaced or substituted staff.
- B. Safety Representative: The Contractor shall employ a competent trained safety representative who shall be in attendance at the Project site a minimum of one (1) hour per workday, whenever work is in progress. The contractor’s safety representative shall ensure that Contractor’s safety program is being fully implemented and meets all requirements of the contract documents. The qualifications of the Contractors safety representative must be acceptable to the TPM.

### 1.13 SCHEDULE OF VALUES

- A. In the preparation of the Bid Proposal, the Bidder should be aware of the requirement that each successful Bidder shall submit his Schedule of Values in a form as required by the TPM.

### 1.14 COMPLIANCE WITH LAWS

- A. The Bidder is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the Work.
- B. Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of his Work and shall furnish a copy of said permits, licenses and inspection reports to the TPM.
- C. Bidders must be authorized to do business in the State of Florida and in Okaloosa County and must possess all required construction licenses in accordance with applicable State and local laws, rules, and regulations.

**End of Instructions to Bidders**

# Controls Proposal



Trane Pensacola  
580 E Burgess Rd,  
Suite A-3  
Pensacola, FL 32504

**Prepared For:** Logan Martin – Titan Technologies

**Date:** April 3, 2026

**Job Name:** OCSD Bruner MS Chiller 1 and RTU 13-14

**Engineer:** H2 Engineering

**Delivery Terms:** Freight Allowed & Prepaid

**Payment Terms:** Net 30 Days

**Trane U.S. Inc. is pleased to provide a Proposal for a Trane Tracer Building Automation System (BAS) for your review and approval. Pricing is based on the following:**

**Plans Dated:** 1/6/2026

**Specifications Dated:** 1/7/2026

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

Trane U.S. Inc. is pleased to provide the following supplied equipment and installed controls proposal based on the issued plan & spec bid documents for your review and approval.

## Supplied Equipment:

**Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 32)**

Item	Tag(s)	Qty	Description	Model Number
A1	SAT-D1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A2	SAT-A5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6E
A3	SAT-D2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A4	SAT-A6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A5	SAT-D3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A6	SAT-A7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A7	SAT-D4	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**002L1W0000000**0066E6D
A8	SAT-A8	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**002L1W0000000**0066E6D
A9	SAT-D5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A10	SAT-A1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A11	SAT-D6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A12	SAT-A2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A13	SAT-D7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A14	SAT-A3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A15	SAT-D8	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D

Item	Tag(s)	Qty	Description	Model Number
A16	SAT-A4	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A17	SAT-C1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A18	SAT-B5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A19	SAT-C2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A20	SAT-B6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A21	SAT-C3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A22	SAT-B7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A23	SAT-C4	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6D
A24	SAT-B8	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6D
A25	SAT-C5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A26	SAT-B1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A27	SAT-C6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A28	SAT-B2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A29	SAT-C7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A30	SAT-B3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E18
A31	SAT-C8	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6E
A32	SAT-B4	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6E

**Product Data - Variable Air Volume Single Duct Terminal Units**

**All Units**

Space Temperature Modulating Reheat  
 United States  
 Single duct with hot water heat  
 Dual wall with 1" matte insulation  
 SY210 DDC-Basic (Water heat- Modulating)  
 MSTP Connection  
 Standard actuator  
 Same side coil connections and control connections  
 DTS & HWV harness - factory mounted  
 Bottom Access - LH Control  
 Standard Air Leakage  
 No  
 Symbio 210 Controller  
 43/73  
 120/24 volt transformer  
 Disconnect switch  
 1 Digital display zone sensor (Field Installed)  
 Year 2 parts warranty whole unit  
 2 year labor warranty whole unit

**Item: A1, A2, A3, A4, A5, A6, A9, A10, A11, A12, A13, A14, A15, A16, A17, A18, A19, A20, A21, A22, A25, A26, A27, A28, A29, A30 Qty: 26 Tag(s): SAT-D1, SAT-A5, SAT-D2, SAT-A6, SAT-D3, SAT-A7, SAT-D5,**

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**SAT-A1, SAT-D6, SAT-A2, SAT-D7, SAT-A3, SAT-D8, SAT-A4, SAT-C1, SAT-B5, SAT-C2, SAT-B6, SAT-C3, SAT-B7, SAT-C5, SAT-B1, SAT-C6, SAT-B2, SAT-C7, SAT-B3**

10" inlet size (254mm inlet)  
1R HW

**Item: A7, A8 Qty: 2 Tag(s): SAT-D4, SAT-A8**

10" inlet size (254mm inlet)  
2R HW

**Item: A23, A24, A31, A32 Qty: 4 Tag(s): SAT-C4, SAT-B8, SAT-C8, SAT-B4**

12" inlet size (305mm inlet)  
1R HW

## Controls Installation Scope

### A. General Provisions

- a. Update graphics associated with new work.
- b. Update system level programming associated with new work.
- c. Provide control wiring and installation required to tie back into existing system comm bus on affected floors.
- d. Provide up to (16) hours of onsite updated customer training per 250923 3.34 B 3 a.

### B. (2) Air Handling Units

**Tags: RTU-13, -14**

- a. Controller and end devices provided with equipment.
- b. Furnish preheat and chilled water control valve. Installation by others.
- c. Furnish and install interlock of fire alarm system device to AHU for shutdown.
- d. Excludes providing or installing dampers.
- e. Furnish and install Outside Air Flow Measuring Station.
- f. Variable frequency drive with BACnet card furnished and installed by manufacturer.

### C. (16) Variable Volume Terminal Units

**Tags: SAT-C1 thru -C8, SAT-D1 thru -D8**

- a. BACnet DDC controller with actuator and discharge air temperature sensor provided factory installed with the Trane equipment.
- b. Furnish and install space temperature sensor.
- c. Furnish hot water control valve. Installation by others.

### D. (1) Centrifugal Chiller

**Tag: CH-1**

- a. Furnish and install communications interface to manufacturer provided BACnet card.
- b. Furnish (1) control valves, (1) flow meter, and (3) temperature sensors as shown. Installation by others.
- c. Includes installation of refrigerant monitor, sensors, indicating and associated wiring.
- d. Excludes providing refrigerant monitor, sensors, and indicating devices.

### E. (2) Cooling Towers

**Tag: CT-1, -2**

- a. Furnish and install end devices for control and status of cooling tower fan(s).
- b. Existing Variable frequency drive to be reused.
- c. Furnish (1) 120V condenser water bypass valve and (2) temperature sensors as shown. Installation by others. Valve wired to BAS by Trane Controls. Valve power wiring by Electrical Contractor.
- d. Furnish wiring for vibration switches (provided and installed by others).
- e. Excludes level control, level probes, valve, and water meter for make-up water system.

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**F. (4) Water Pumps**

**Tags: CHWP-1, -2, CWP-1, -2**

- a. Furnish and install end devices for interlock, control, and status of (4) water pumps.
- b. INCLUDES (4) Variable frequency drives with BACnet card.
  - i. (2) 7.5 hp VFDs
  - ii. (2) 15 hp VFDs

## Demolition Scope

**G. (2) Remove Controls Associated with Rooftop Air Handling Units**

- a. Remove controls and return to owner's stock

**H. (16) Remove Controls Associated with Variable Volume Terminal Units**

- a. Remove controls and return to owner's stock

**I. (2) Remove Controls Associated with Chilled Water Pumps**

- a. Remove controls and return to owner's stock

**J. (2) Remove Controls Associated with Condenser Water Pumps**

- a. Remove controls and return to owner's stock

## Standard Clarifications/Exclusions:

1. Labor or Materials not specifically listed in the above scope of work is excluded.
2. Motor starters and/or variable frequency drives not factory provided by Trane are not included.
3. 120VAC power for DDC control panels provided by Division 26 electrical contractor.
4. Cost for additional LEED/Third Party/Non-Standard Trane commissioning hours over the above scope will incur additional costs to be added to this proposal.
5. Excludes payment and performance bond in price listed below.
6. Smoke detectors, smoke dampers, fire/smoke dampers, fire Alarm System shutdown devices provided by others. Trane to provide local shutdown interlock from shutdown device to mechanical equipment. Shutdown devices to be mounted near respective unit.
7. All cabling to be installed in conduit where exposed and plenum rated in other areas.
8. Installation is based on normal working hours.
9. Price good for 15 days from date of proposal.
10. Trane standard warranties apply to all NEW parts & labor only.
11. Proposal excludes furnishing of operator workstation.
12. Existing end devices not listed in this proposal to be reused. If existing end devices are inoperable or incompatible with controls upgrades, an ADD price for replacement will be provided.

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## Pricing and Acceptance

**Total Net Price ..... \$ 274,920.00**

*Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.*

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportalas.aspx">https://trane.certifytax.com/custportalas.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
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### Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Jackie Weis  
Trane U.S. Inc.  
Office Phone: (850) 324-4480

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## ACCEPTANCE

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

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

Submitted By: Jackie Weis	Cell: Office: (251) 665-2999 Proposal Date: April 03, 2026
<b>CUSTOMER ACCEPTANCE</b> Okaloosa County School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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**TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work**

**“Trane” or “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, and the final Proposal price (“Proposal Price”). 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.**

a. 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.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as written and defined under the scope of Work 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 in accordance with the Change of Work process defined hereunder.

**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.** For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, 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. Equipment Location & Access.** Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane’s access to correct any emergency condition shall not be restricted by Customer. 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.** 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.

**a. Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of

Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

**b. Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

#### 11. Changes in Work

**a.** Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

**b.** If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

**c.** The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

**12. 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.

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

**14. 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 Proposal Price, contract time, or both.

**15. 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.

**16. 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.

**17. 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 Customer'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.

**18. 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)

**19. 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.

**20. Limitation of Liability.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED 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.

#### 21. 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.**

**22. 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.

**23. 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.**

**24 Insurance.**

a. 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.

**b. Customer's Liability and Property Insurance.** (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

**25. 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.

**26. 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. 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.

**27. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws

is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**28. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**29. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

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

**30. 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.

**31. 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 (07072025)  
Supersedes 1-26.251-10(0325)

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**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:  
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.  
"Equipment" shall have the meaning set forth in the Agreement.  
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.  
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.  
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
  14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    - (i) Data backups; and
    - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
  15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
  16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

**ATTACHMENT F**

**MILESTONE SCHEDULE**

**SCHOOL BOARD of OKALOOSA COUNTY  
MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

1.	Drawings Issued	20-March-2026
2.	Pre-Bid Meeting	26-March-2026
3.	Bid Date	14-April-2026
4.	Start Construction	23-April-2026
5.	Substantial Completion Date	07-August-2026

Contractor is encouraged to review the schedule for enhancement.

Construction in Existing Space: Contractor will have to coordinate deliveries and construction, which may require a flagman, so as to not interfere with the Owner's operation. All shutdowns will have to be submitted by the Contractor and approved by the TPM prior to any shutting down of systems. These shutdowns may have to be scheduled during nights, weekends or holidays in order to maintain a positive teaching environment. Contractor shall be afforded the greatest flexibility possible in so much as the safety and positive teaching environment is maintained during the construction process.

# Controls Proposal



Trane Pensacola  
580 E Burgess Rd,  
Suite A-3  
Pensacola, FL 32504

**Prepared For:** Logan Martin – Titan Technologies

**Date:** April 3, 2026

**Job Name:** OCSD Bruner MS Chiller 1 and RTU 13-14

**Engineer:** H2 Engineering

**Delivery Terms:** Freight Allowed & Prepaid

**Payment Terms:** Net 30 Days

**Trane U.S. Inc. is pleased to provide a Proposal for a Trane Tracer Building Automation System (BAS) for your review and approval. Pricing is based on the following:**

**Plans Dated:** 1/6/2026

**Specifications Dated:** 1/7/2026

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

Trane U.S. Inc. is pleased to provide the following supplied equipment and installed controls proposal based on the issued plan & spec bid documents for your review and approval.

## Supplied Equipment:

**Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 32)**

Item	Tag(s)	Qty	Description	Model Number
A1	SAT-D1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A2	SAT-A5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6E
A3	SAT-D2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A4	SAT-A6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A5	SAT-D3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A6	SAT-A7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A7	SAT-D4	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**002L1W0000000**0066E6D
A8	SAT-A8	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**002L1W0000000**0066E6D
A9	SAT-D5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A10	SAT-A1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A11	SAT-D6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A12	SAT-A2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A13	SAT-D7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A14	SAT-A3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A15	SAT-D8	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D

Item	Tag(s)	Qty	Description	Model Number
A16	SAT-A4	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A17	SAT-C1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A18	SAT-B5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A19	SAT-C2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A20	SAT-B6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A21	SAT-C3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A22	SAT-B7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A23	SAT-C4	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6D
A24	SAT-B8	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6D
A25	SAT-C5	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A26	SAT-B1	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A27	SAT-C6	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A28	SAT-B2	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A29	SAT-C7	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E6D
A30	SAT-B3	1	VAV Single Duct Terminal	VCWF10-- *M0SY73F**001L1W0000000**0066E18
A31	SAT-C8	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6E
A32	SAT-B4	1	VAV Single Duct Terminal	VCWF12-- *M0SY73F**001L1W0000000**0066E6E

**Product Data - Variable Air Volume Single Duct Terminal Units**

**All Units**

Space Temperature Modulating Reheat  
United States  
Single duct with hot water heat  
Dual wall with 1" matte insulation  
SY210 DDC-Basic (Water heat- Modulating)  
MSTP Connection  
Standard actuator  
Same side coil connections and control connections  
DTS & HWV harness - factory mounted  
Bottom Access - LH Control  
Standard Air Leakage  
No  
Symbio 210 Controller  
43/73  
120/24 volt transformer  
Disconnect switch  
1 Digital display zone sensor (Field Installed)  
Year 2 parts warranty whole unit  
2 year labor warranty whole unit

**Item: A1, A2, A3, A4, A5, A6, A9, A10, A11, A12, A13, A14, A15, A16, A17, A18, A19, A20, A21, A22, A25, A26, A27, A28, A29, A30 Qty: 26 Tag(s): SAT-D1, SAT-A5, SAT-D2, SAT-A6, SAT-D3, SAT-A7, SAT-D5,**

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**SAT-A1, SAT-D6, SAT-A2, SAT-D7, SAT-A3, SAT-D8, SAT-A4, SAT-C1, SAT-B5, SAT-C2, SAT-B6, SAT-C3, SAT-B7, SAT-C5, SAT-B1, SAT-C6, SAT-B2, SAT-C7, SAT-B3**

10" inlet size (254mm inlet)  
1R HW

**Item: A7, A8 Qty: 2 Tag(s): SAT-D4, SAT-A8**

10" inlet size (254mm inlet)  
2R HW

**Item: A23, A24, A31, A32 Qty: 4 Tag(s): SAT-C4, SAT-B8, SAT-C8, SAT-B4**

12" inlet size (305mm inlet)  
1R HW

## Controls Installation Scope

### A. General Provisions

- a. Update graphics associated with new work.
- b. Update system level programming associated with new work.
- c. Provide control wiring and installation required to tie back into existing system comm bus on affected floors.
- d. Provide up to (16) hours of onsite updated customer training per 250923 3.34 B 3 a.

### B. (2) Air Handling Units

**Tags: RTU-13, -14**

- a. Controller and end devices provided with equipment.
- b. Furnish preheat and chilled water control valve. Installation by others.
- c. Furnish and install interlock of fire alarm system device to AHU for shutdown.
- d. Excludes providing or installing dampers.
- e. Furnish and install Outside Air Flow Measuring Station.
- f. Variable frequency drive with BACnet card furnished and installed by manufacturer.

### C. (16) Variable Volume Terminal Units

**Tags: SAT-C1 thru -C8, SAT-D1 thru -D8**

- a. BACnet DDC controller with actuator and discharge air temperature sensor provided factory installed with the Trane equipment.
- b. Furnish and install space temperature sensor.
- c. Furnish hot water control valve. Installation by others.

### D. (1) Centrifugal Chiller

**Tag: CH-1**

- a. Furnish and install communications interface to manufacturer provided BACnet card.
- b. Furnish (1) control valves, (1) flow meter, and (3) temperature sensors as shown. Installation by others.
- c. Includes installation of refrigerant monitor, sensors, indicating and associated wiring.
- d. Excludes providing refrigerant monitor, sensors, and indicating devices.

### E. (2) Cooling Towers

**Tag: CT-1, -2**

- a. Furnish and install end devices for control and status of cooling tower fan(s).
- b. Existing Variable frequency drive to be reused.
- c. Furnish (1) 120V condenser water bypass valve and (2) temperature sensors as shown. Installation by others. Valve wired to BAS by Trane Controls. Valve power wiring by Electrical Contractor.
- d. Furnish wiring for vibration switches (provided and installed by others).
- e. Excludes level control, level probes, valve, and water meter for make-up water system.

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**F. (4) Water Pumps**

**Tags: CHWP-1, -2, CWP-1, -2**

- a. Furnish and install end devices for interlock, control, and status of (4) water pumps.
- b. INCLUDES (4) Variable frequency drives with BACnet card.
  - i. (2) 7.5 hp VFDs
  - ii. (2) 15 hp VFDs

## Demolition Scope

**G. (2) Remove Controls Associated with Rooftop Air Handling Units**

- a. Remove controls and return to owner's stock

**H. (16) Remove Controls Associated with Variable Volume Terminal Units**

- a. Remove controls and return to owner's stock

**I. (2) Remove Controls Associated with Chilled Water Pumps**

- a. Remove controls and return to owner's stock

**J. (2) Remove Controls Associated with Condenser Water Pumps**

- a. Remove controls and return to owner's stock

## Standard Clarifications/Exclusions:

1. Labor or Materials not specifically listed in the above scope of work is excluded.
2. Motor starters and/or variable frequency drives not factory provided by Trane are not included.
3. 120VAC power for DDC control panels provided by Division 26 electrical contractor.
4. Cost for additional LEED/Third Party/Non-Standard Trane commissioning hours over the above scope will incur additional costs to be added to this proposal.
5. Excludes payment and performance bond in price listed below.
6. Smoke detectors, smoke dampers, fire/smoke dampers, fire Alarm System shutdown devices provided by others. Trane to provide local shutdown interlock from shutdown device to mechanical equipment. Shutdown devices to be mounted near respective unit.
7. All cabling to be installed in conduit where exposed and plenum rated in other areas.
8. Installation is based on normal working hours.
9. Price good for 15 days from date of proposal.
10. Trane standard warranties apply to all NEW parts & labor only.
11. Proposal excludes furnishing of operator workstation.
12. Existing end devices not listed in this proposal to be reused. If existing end devices are inoperable or incompatible with controls upgrades, an ADD price for replacement will be provided.

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## Pricing and Acceptance

**Total Net Price ..... \$ 274,920.00**

*Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.*

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportalas.aspx">https://trane.certifytax.com/custportalas.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
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### Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Jackie Weis  
Trane U.S. Inc.  
Office Phone: (850) 324-4480

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## ACCEPTANCE

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

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

Submitted By: Jackie Weis	Cell: Office: (251) 665-2999 Proposal Date: April 03, 2026
<b>CUSTOMER ACCEPTANCE</b> Okaloosa County School District	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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**TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work**

**“Trane” or “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, and the final Proposal price (“Proposal Price”). 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.**

a. 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.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

**5. Exclusions from Work.** Company’s obligation is limited to the Work as written and defined under the scope of Work 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 in accordance with the Change of Work process defined hereunder.

**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.** For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, 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. Equipment Location & Access.** Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane’s access to correct any emergency condition shall not be restricted by Customer. 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.** 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.

**a. Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of

Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

**b. Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

#### 11. Changes in Work

**a.** Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

**b.** If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

**c.** The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

**12. 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.

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

**14. 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 Proposal Price, contract time, or both.

**15. 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.

**16. 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.

**17. 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 Customer'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.

**18. 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)

**19. 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.

**20. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED 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.

#### 21. 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.**

**22. 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.

**23. 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.**

**24 Insurance.**

a. 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.

**b. Customer's Liability and Property Insurance.** (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

**25. 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.

**26. 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. 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.

**27. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws

is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**28. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**29. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

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

**30. 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.

**31. 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 (07072025)  
Supersedes 1-26.251-10(0325)

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**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:  
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.  
"Equipment" shall have the meaning set forth in the Agreement.  
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.  
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.  
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

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13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
  14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    - (i) Data backups; and
    - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
  15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
  16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

**ATTACHMENT F**

**MILESTONE SCHEDULE**

**SCHOOL BOARD of OKALOOSA COUNTY  
MAX BRUNER JR. MIDDLE SCHOOL CHILLER AND RTU REPLACEMENT**

1.	Drawings Issued	20-March-2026
2.	Pre-Bid Meeting	26-March-2026
3.	Bid Date	14-April-2026
4.	Start Construction	23-April-2026
5.	Substantial Completion Date	07-August-2026

Contractor is encouraged to review the schedule for enhancement.

Construction in Existing Space: Contractor will have to coordinate deliveries and construction, which may require a flagman, so as to not interfere with the Owner's operation. All shutdowns will have to be submitted by the Contractor and approved by the TPM prior to any shutting down of systems. These shutdowns may have to be scheduled during nights, weekends or holidays in order to maintain a positive teaching environment. Contractor shall be afforded the greatest flexibility possible in so much as the safety and positive teaching environment is maintained during the construction process.