



MARBLE FALLS

Independent School District

Meeting Date:

Meeting Type:

LOVE & INSPIRE

Marble Falls ISD has an unyielding commitment to love every child and inspire them to achieve their fullest potential.

**Marble Falls ISD and Trane
Trane Project No. 8119382
Buy-Board Contract 720-23**

This Agreement (hereafter the "Agreement") is made and entered into as of this 3rd of July, 2025 by and between Trane U.S. Inc., (hereinafter "Trane") and Marble Falls ISD(hereinafter "Customer") for the purpose of furnishing certain services and work designed to improve the facility at the Premises (as defined below).

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services (as defined below) at the Premises identified in Exhibit C hereto, Customer shall pay or cause to be paid to Trane, in accordance with the dates and amounts on Exhibit A pursuant to Section 1.04, the sum of Six Million Eight Hundred Sixty Thousands Two Hundred and One dollars (\$6,860,201.00), which Contract Price includes all sales, consumer, use and similar taxes (excluding income taxes) for the Services which are legally enacted as of the date of this Agreement.

Section 1.02. Services and Exclusions. No later than 09/11/2026, Trane shall have designed and substantially completed installation of the equipment and performance of the work and services described in Exhibit B (hereinafter, collectively, the "Services"). Trane's obligation hereunder is limited to the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

Section 1.03. Construction Procedures and Changes to Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, or revise any procedures included in this Agreement, provided, however, that Trane shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be reasonably withheld or delayed.

Section 1.04. Payment Terms. Customer should pay Trane or cause Trane to be paid for the Services as follows:

(a) **Initial Payment:** Upon execution hereof, 20% 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:** Trane will invoice in accordance with Exhibit A for all materials and equipment delivered to the Premises (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 Trane in attempting to collect amounts due from Customer.

Section 1.05. Substantial Completion and Final Completion.

(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 Services (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 Services are 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 in the form of Exhibit D.1, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items of work included on the punch list.

(b) **Final Completion.** Upon Customer's receipt of written notice from Trane that the installation work included in the Services is ready for final inspection and acceptance, Customer and Trane shall inspect the installation work and determine whether the same has been performed in accordance with this Agreement. If Customer considers the installation work to have been performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit D.2, 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.

Section 1.06. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to events beyond Trane's control (including, but not limited to, fire, flood, labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, and acts of God), or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time and/or increase the Contract Price by Change Order for such reasonable time and/or amount as they shall agree.

Section 1.07. Equipment Location and 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.

Section 1.08. Permits and Governmental Fees. Trane 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 installation work and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. The 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.

Section 1.09. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat, and utilities.

Section 1.10. Concealed or Unknown Conditions. In the performance of the installation work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings 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 installation work, Trane shall notify Customer of such conditions as

promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Services, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, Contract Time, or both.

Section 1.11. Damage to Equipment; Casualty or Condemnation of Premises. (a) If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within ninety (90) days from the date of such casualty or condemnation, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.

(b) If any significant item of equipment is irreparably damaged by Customer, its employees, agents or invitees, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered. Any such termination shall not be considered any Event of Default on the part of either party.

Section 1.12. Changes to the Services. (a) Customer, by written Change Order, may request that Trane perform work in addition to the Services. Trane shall be obligated to perform such additional work 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 work, the amount of any adjustment in the Contract Price, and the extent of any adjustment in the contract time.

If a Change Order provides for an adjustment to the Contract 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.

Section 1.13. Adjustment to Contract Time. Trane shall be allowed an equitable adjustment in the Contract Time for performance of additional Work that increases the amount of time required to perform the Services.

Section 1.14. 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.

Section 1.15. Pre-Existing Conditions. Trane 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 the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane 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 Trane.

Section 1.16. Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as “Change in Law”), then (i) Trane shall have the right to increase the Contract Price to cover any increased costs related to or associated with the Change in Law, (ii) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Agreement, either Party may terminate this Agreement upon ten (10) business days written notice to the other party and such termination shall be deemed termination without cause, or (iii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either party to perform or comply with any material obligation under this Agreement, then either Party shall be entitled to terminate this Agreement upon ten (10) business days written notice to the other party without any liability to the other party (except for payment by Customer of amounts due for any completed Services which remain unpaid as of the effective date of such termination).

ARTICLE 2 - CUSTOMER’S OBLIGATIONS

Section 2.01. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:

(a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from Trane’s performance of the Services;

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing;

(c) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other hazardous materials on the Premises; and

(d) Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement.

Section 2.02. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Trane, including anticipatory profits:

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or

(5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

ARTICLE 3 - INSURANCE

Section 3.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services until the date of final payment, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company.

Section 3.02. 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 Contract 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 or settlement and the parties shall proceed pursuant to Section 7.01.

Section 3.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption. CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST TRANE AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 3.04. Evidence of Insurance. 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. Customer's certificate shall clearly name "Trane U.S. Inc." as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 4 - HAZARDOUS MATERIALS

Section 4.01. Asbestos and Hazardous Materials. (a) Trane's Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

(b) Trane shall not be required to perform any identification, abatement, remediation, cleanup, control, or removal of Hazardous Materials. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit B (Scope of Services) or Exhibit C (Description of Premises), there are no Hazardous Materials on the Premises that will in any way affect Trane's Services and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. The existence or location of any Hazardous Materials that have been so disclosed by Customer to Trane shall be the responsibility of Customer.

(c) Should Trane become aware of or suspect the presence of Hazardous Materials, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement and Customer shall be liable to Trane for the Services completed to date of termination and anticipatory profits. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. Under no circumstances shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials. In addition to any other indemnity obligation of Customer to Trane, Customer will indemnify, defend, and hold harmless Trane, its officers, directors, beneficiaries, shareholders, partners, agents, and employees (collectively referred to as "Trane" for purposes of this Article 4) from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or other release or disposal of Hazardous Materials in connection with the performance of this Agreement or the Maintenance Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Trane; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. Trane shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents.

ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.01. Indemnification. To the maximum extent permitted by law, Trane and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. However, neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any 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 of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

Section 5.02. Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES.

Section 5.03. COVID-19 LIMITATION ON 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 TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

ARTICLE 6 - WARRANTY

Section 6.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Substantial Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Trane obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION 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 USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE 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 TRANE 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, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.01. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Trane: Trane

If to Customer: Marble Falls ISD

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 7.02. Assignment. 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 Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Section 7.03. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Services are to be performed. Customer hereby submits to the personal jurisdiction of the courts of the state and of the United States District Court in such state in which the Services are to be performed and to being sued in such jurisdiction.

Section 7.04. Term of Agreement. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term.

Section 7.05. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 7.06. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 7.07. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Scope of Services
- Exhibit C: Description of Premises
- Exhibit D.1: Certificate of Substantial Completion
- Exhibit D.2: Certificate of Final Completion and Acceptance

Section 7.08. Force Majeure. Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or 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 the fault of Trane. If Trane is rendered unable to fulfill any of its obligations under this

Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to Customer and Trane's obligations shall be suspended until removal of the Event of Force Majeure.

Section 7.09. Execution and Counterparts. This Agreement and any amendment may be executed by the parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement and any amendment shall be legally valid and effective through: (i) executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document by electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendment, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e. electronic signature).

Section 7.10. Severability. If any term or conditions 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 so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 7.11. Bonds. In no event shall the Performance and Payment bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation.

Section 7.12. Export Laws. The obligation of Trane to supply Equipment and/or Services under this Agreement is subject to the ability of Trane to supply such items consistent with applicable laws and regulations of the United States and other governments. Trane reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Trane 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 Trane'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 Trane 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 Trane'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 Trane for any damages resulting to Customer or Trane from a breach of this paragraph by Customer.

Section 7.13. U.S. Government Work. 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, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane 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 Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.

Marble Falls ISD

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

Trane's state contractor's license number:
TACLA148879C

EXHIBIT A
Payment Schedule

Customer will make payments at the times and in the amounts set forth in the following schedule:

Milestone	Payment Due
Upon Execution of Agreement by Customer	20%
Mobilization	20%
Arrival of equipment on site	25%
Progress Payment 1	25 %
Final Payment	10%

EXHIBIT B
Scope of Services

The Services are defined as the following:

Scope of Services
Marble Falls Middle School

The Services are defined as the following:

1. Replace existing 20 packaged RTUs, 36 Split systems, 4 Outside Air and 3 mini split units at **Marble Falls Middle School**.
2. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
3. Disconnect existing electrical circuits to the units and protect them from damage.
4. Hoist existing units out of position, and place on vehicle for site removal.
5. Properly secure demoed units using industry Best Known Methods (BKMs) and remove equipment from the site.
6. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
7. Hoist and set new units into position.
8. Install outdoor air assemblies and filter racks.
9. Connect condensate piping, duct transitions, and electrical circuits.
10. Provide and install 1 new ACM to replace existing BCM with device licenses to accommodate project requirements.
11. Controls integration of new equipment.
12. Install convenience outlets (integral to units) to better support future maintenance and service.
13. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
14. Remove the LOTO and energize unit.
15. Perform start-up for new equipment.
16. Clean up work zone prior to demobilizing.

Equipment in Scope
Marble Falls Middle School

(Qty 20) Precedent Packaged Unit(s)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1B	1	15 Ton Packaged Unit, Gas Heat	YHK180A4SOL**H0C0A0A1A
A2	RTU-2B	1	15 Ton Packaged Unit, Gas Heat	YHK180A4SOL**H0C0A0A1
A3	RTU-3B	1	15 Ton Packaged Unit, Gas Heat	YHK180A4SOL**H0C0A0A1
A4	RTU-4B	1	15 Ton Packaged Unit, Gas Heat	YHK180A4SOL**H0C0A0A1A

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A5	RTU-5B	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1A
A6	RTU-6B	1	4 Ton Packaged Unit, Gas Heat	YHK048A4SOL**B0C0A0A1A
A7	RTU-1B2	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1A
A8	RTU-2B2	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1A
A9	RTU-1C	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1
A10	RTU-2C	1	4 Ton Packaged Unit, Gas Heat	YHK048A4SOL**B0C0A0A1
A11	RTU-3C	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1
A12	RTU-4C	1	15 Ton Packaged Unit, Gas Heat	YHK150A4SOL**H0C0A0A1
A13	RTU-5C	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1
A14	RTU-1D	1	4 Ton Packaged Unit, Gas Heat	YHK048A4SOL**B0C0A0A1
A15	RTU-2D	1	5 Ton Packaged Unit, Gas Heat	YHK060A4SOL**H0C0A0A1
A16	RTU-3D	1	4 Ton Packaged Unit, Gas Heat	YHK048A4SOL**B0C0A0A1
A17	RTU-4D	1	3 Ton Packaged Unit, Gas Heat	YHK036A4SOL**B0C0A0A1
A18	RTU-5D	1	5 Ton Packaged Unit, Gas Heat	YHK060A4SOL**H0C0A0A1
A19	RTU-6D	1	15 Ton Packaged Unit, Gas Heat	YHK150A4SOL**H0C0A0A1A
A20	RTU-1F	1	5 Ton Packaged Unit, Gas Heat	YHK060A4SOL**H0C0A0A1

All Units

DX Cooling / Gas Heat

High Efficiency

R-454B Refrigerant

460/60/3-

Symbio 700

0-50% Two-Position Motorized Outside Air Damper (5B, 6B, 1B2, 2B2, 1C, 2C, 3C, 5C, 1D, 3D, 4D)

0-100% Modulating Comparative Enthalpy Economizer with Baro Relief (1B, 2B, 3B, 4B, 4C, 2D, 5D, 6D)

Hinged Access Panels with 2-in MERV 8 Filter

Through the Base Electric

Unpowered 20A Convenience Outlet

Advanced Controls and BACnet BAS

Modulating Hot Gas Reheat (HGRH) (1B, 4B, 5B, 6B, 1B2, 2B2, 6D)

Curb Adapter

*5 Year Parts, & Labor Warranty**10 Year Aluminized Heat Exchanger Parts Only Warranty – Excludes Parts & Labor after 5th Year***(Qty 36) DX Split System(s)**

Item	Tag(s)	Qty	Description	Model Number
C1	AHU-CU-1A	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C2	AHU-CU-3A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C3	AHU-CU-4A2	1	3.5 Ton Unitary Split System Heat Pump	5TWA4042A4 - 5TEM6D06AV41S
C4	AHU-CU-7A	1	4 Ton Unitary Split System Heat Pump	5TWA4048A4 - 5TEM6D06AV41S
C5	AHU-CU-9A	1	2.5 Ton Unitary Split System Heat Pump	5TWR5030A1 - 5TEM6D04AV31S
C6	AHU-CU-9C	1	2 Ton Unitary Split System Heat Pump	5TWR5024A1 - 5TEM6B03AV21S

Turnkey Agreement

C7	AHU-CU-12A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C8	AHU-HP-16A	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C9	AHU-CU-1A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C10	AHU-CU-1B2	1	2.5 Ton Unitary Split System Heat Pump	5TWR5030A1 - 5TEM6D04AV31S
C11	AHU-CU-2B	1	4 Ton Unitary Split System Heat Pump	5TWA4048A4 - 5TEM6D06AV41S
C12	AHU-CU-3B	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C13	AHU-CU-3B2	1	2.5 Ton Unitary Split System Heat Pump	5TWR5030A1 - 5TEM6D04AV31S
C14	AHU-CU-4B2	1	2.5 Ton Unitary Split System Heat Pump	5TWR5030A1 - 5TEM6D04AV31S
C15	AHU-CU-8A2	1	3.5 Ton Unitary Split System Heat Pump	5TWA4042A4 - 5TEM6D06AV41S
C16	AHU-CU-9A2	1	3.5 Ton Unitary Split System Heat Pump	5TWA4042A4 - 5TEM6D06AV41S
C17	AHU-CU-10A	1	2 Ton Unitary Split System Heat Pump	5TWR5024A1 - 5TEM6B03AV21S
C18	AHU-CU-11A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C19	AHU-CU-12A	1	2 Ton Unitary Split System Heat Pump	5TWR5024A1 - 5TEM6B03AV21S
C20	AHU-CU-13A	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C21	AHU-CU-13A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C22	AHU-CU-14A	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C23	AHU-CU-15A	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C24	AHU-CU-17A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C25	AHU-CU-2A	1	2 Ton Unitary Split System AC	5TTR5024A1 - 5TEM6B03AV21S
C26	AHU-CU-3A	1	2 Ton Unitary Split System AC	5TTR5024A1 - 5TEM6B03AV21S
C27	AHU-CU-5A	1	2.5 Ton Unitary Split System AC	5TTR5030A1 - 5TEM6D04AV31S
C28	AHU-CU-8A	1	2.5 Ton Unitary Split System AC	5TTR5030A1 - 5TEM6D04AV31S
C29	AHU-HP-5A2	1	4 Ton Unitary Split System Heat Pump	5TWA4048A4 - 5TEM6D06AV41S
C30	AHU-CU-16A2	1	3 Ton Unitary Split System Heat Pump	5TWA4036A4 - 5TEM6D04AV31S
C31	AHU-CU-6C	1	4 Ton Unitary Split System AC	5TTA4048A4 - S9V2C100U5PSC - 5TXCC009AS3HC
C32	AHU-CU-4C	1	5 Ton Unitary Split System AC	5TTA4060A4 - S9V2C100U5PSC - 5TXCC009AS3HC
C33	AHU-CU-1B	1	5 Ton Unitary Split System AC	5TTA4060A4 - 5TEM6D07AV51S
C34	AHU-CU-5B2	1	2.5 Ton Unitary Split System AC	5TTR5030A1 - 5TEM6D04AV31S
C35	CU Unknown 3.5T	1	3.5 Ton Unitary Split System Heat Pump	5TWA4042A4 - 5TEM6D06AV41S
C36	No Tag 2.5T	1	2.5 Ton Unitary Split System AC	5TTR5030A1 - 5TEM6D04AV31S

Split System Outdoor Unit

Heat Pump – (All except 2A, 3A, 5A, 8A, 6C, 4C, 1B, 5B2, No Tag 2.5T Only)

Cooling Only – (2A, 3A, 5A, 8A, 6C, 4C, 1B, 5B2, No Tag 2.5T Only)

Nominal Cooling Capacity Listed Above

208/1/60 (9A, 9C, 1B2, 3B2, 4B2, 10A, 12A, 2A, 3A, 5A, 8A, 5B2, No Tag 2.5T)

460/3/60 (1A, 3A2, 4A2, 7A, 12A2, 16A, 1A2, 2B, 3B, 8A2, 9A2, 11A2, 13A, 13A2, 14A, 15A, 17A2, 5A2, 16A2, 6C, 4C, 1B, CU Unknown 3.5T)

Factory hail guard

Indoor Air Handling Unit

5TEM - Air Handler, R-454B (All except 4C & 6C)

S9V2 – Furnace & Cased Coil (4C & 6C)

Variable Speed EC Motor

208/1/60

External filter rack (Fld)

Concentric vent kit (Fld) (4C & 6C)

Electric Heater at 208/1/60 (Fld) (9A, 9C, 1B2, 3B2, 4B2, 10A, 12A, 2A, 3A, 5A, 8A, 5B2, No Tag 2.5T)

Electric Heater at 460/3/60 (Fld) (1A, 3A2, 4A2, 7A, 12A2, 16A, 1A2, 2B, 3B, 8A2, 9A2, 11A2, 13A, 13A2, 14A, 15A, 17A2, 5A2, 16A2, 6C, 4C, 1B, CU Unknown 3.5T)

5 Year Parts & Labor Warranty – Excluding Refrigerant

(Qty 4) Engineered Air FW/DJ Series Make-Up Air Units

Tag: MAU-1B,1C,1A& 2B

- Direct replacement units. Unit capacities, airflow, components and controls will match existing unit submittal.
- Unit 100% run tested for cooling and heating operation, and control sequence before shipping.
- Footprints will match existing units for re-use of roof curbs without need for curb adaptor. A new flashing ring will be provided.
- Five-year parts and labor warranty is included for Make Up Air Units.

(Qty 3) P-Series Ductless Split System

Item	Tag(s)	Qty	Description	Model Number
B1	AC-1E	3	1 Ton Cooling-Only Ductless Split	PUY/PKA

Indoor Air Handling Unit – High Wall

Outdoor Cooling- Only Condensing Unit

208/1 single point power connection to CU, indoor unit powered from CU.

Condensate Pump

Wired Thermostat

BACnet Interface

Drain Pan Level Sensor

Low Ambient Kit

P Series Warranty

Standard Five (5) Year Parts & Labor / Seven (7) Year Compressor Warranty

– Labor after 5th Year and Refrigerant Excluded*

Scope of Services
Colt Elementary School

The Services are defined as the following:

17. Replace existing 19 packaged Rooftop units at Colt Elementary School.
18. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
19. Disconnect existing electrical circuits to the units and protect them from damage.
20. Hoist existing units out of position, and place on vehicle for site removal.
21. Properly secure demoed units using industry Best Known Methods (BKMs) and remove equipment from the site.
22. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
23. Hoist and set new units into position.
24. Connect condensate piping, duct transitions, and electrical circuits.
25. Provide and install 1 new ACM to replace existing BCM with device licenses to accommodate project requirements.
26. Controls integration of new equipment Roof Top Units.
27. Install convenience outlets (integral to units) to better support future maintenance and service.
28. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
29. Remove the LOTO and energize unit.
30. Perform start-up for new equipment.
31. Clean up work zone prior to demobilizing.

Equipment in Scope
Colt Elementary School

(Qty 19) Precedent Packaged Unit(s)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-1A	1	15 Ton Packaged Unit, Electric Heat	THK180A4S0N**B0C0A0A1A
A2	RTU-2A	1	15 Ton Packaged Unit, Electric Heat	THK180A4S0N**B0C0A0A1A
A3	RTU-4A	1	15 Ton Packaged Unit, Electric Heat	THK180A4S0N**B0C0A0A1A
A4	RTU-5A	1	15 Ton Packaged Unit, Electric Heat	THK180A4S0N**B0C0A0A1A
A5	RTU-6A	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A6	RTU-7A	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A7	RTU-8A	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A8	RTU-9A	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A9	RTU-10A	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A10	RTU-11A	1	5 Ton Packaged Unit, Electric Heat	THK060A4S0G**B0C0A0A1A
A11	RTU-1B	1	7.5 Ton Packaged Unit, Electric Heat	THK090A4S0K**B0C0A0A1A
A12	RTU-2B	1	3 Ton Packaged Unit, Electric Heat	THK036A4S0E**B0C0A0A1A
A13	RTU-4B	1	6 Ton Packaged Unit, Electric Heat	THK072A4S0G**B0C0A0A1A

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A14	RTU-5B	1	6 Ton Packaged Unit, Electric Heat	THK072A4S0G**B0C0A0A1A
A15	RTU-6B	1	4 Ton Packaged Unit, Electric Heat	THK048A4S0E**B0C0A0A1A
A16	RTU-7B	1	4 Ton Packaged Unit, Electric Heat	THK048A4S0E**B0C0A0A1A
A17	RTU-8B	1	7.5 Ton Packaged Unit, Electric Heat	THK090A4S0G**B0C0A0A1A
A18	RTU-9B	1	6 Ton Packaged Unit, Electric Heat	THK072A4S0G**B0C0A0A1A
A19	RTU-10B	1	5 Ton Packaged Unit, Electric Heat	THK060A4S0G**B0C0A0A1A

All Units

DX Cooling, electric heat

High Efficiency

R-454B Refrigerant

460/60/3

Symbio 700

0-50% Two-Position Motorized Outside Air Damper

Hinged Access Panels with 2-in MERV 8 Filter

Through the Base Electric

Unpowered 20A Convenience Outlet

Advanced Controls and BACnet BAS

Modulating Hot Gas Reheat (HGRH)

Curb Adapter

5 Year Parts, & Labor Warranty

10 Year Aluminized Heat Exchanger Parts Only Warranty – Excludes Parts & Labor after 5th Year

NOT INCLUDED:

- Controls / wiring
- Vibration isolation / roof curb insulation
- Circuit breakers
- Attic stock / additional filters
- Smoke detectors / phase monitors
- Coil coatings
- Double wall construction
- Stainless steel drain pans and / or heat exchanger
- Thermostats / humidity / temperature / CO2 sensors
- Airflow monitoring stations / hood extensions
- Any other item not listed in unit detail

Scope of Services
Spicewood Elementary School

The Services are defined as the following:

32. Replace existing (31) DX splits and (1) Mini Split at Spicewood Elementary School.
33. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
34. Disconnect existing electrical circuits to the units and protect them from damage.
35. Hoist existing units out of position, and place on vehicle for site removal.
36. Properly secure demoed units using industry Best Known Methods and remove equipment from the site.
37. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
38. Hoist and set new units into position.
39. Connect condensate piping, duct transitions, and electrical circuits.
40. Provide and install 1 new ACM to replace existing BCM with device licenses to accommodate project requirements.
41. Disconnect and reconnect existing unit controllers
42. Provide and install new field devices to match existing system BAS configuration.
43. Checkout and commission of new field devices only.
44. Verify existing graphics are functioning.
45. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
46. Remove the LOTO and energize unit.
47. Perform start-up for new equipment.
48. Clean up work zone prior to demobilizing.

Equipment in Scope
Spicewood Elementary School

(Qty 29) DX Split System(s)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-CU-WA-1	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A2	AHU-CU-WA-2	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A3	AHU-CU-WA-3	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A4	AHU-CU-WA-4	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A5	AHU-CU-WA-5	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A6	AHU-CU-WA-6	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A7	AHU-CU-WA-7	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A8	AHU-CU-WA-11	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A9	AHU-CU-WA-13	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A10	AHU-CU-WB-1	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A11	AHU-CU-WB-2	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A12	AHU-CU-WB-5	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S

A13	AHU-CU-WB-6	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A14	AHU-CU-WB-7	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A15	AHU-CU-WB-4	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A16	AHU-CU-WB-9	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A17	AHU-CU-WB-10	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A18	AHU-CU-WB-13	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A19	AHU-CU-WB-14	1	1.5 Ton Unitary Split System	5TTR4018A1 - 5TEM6B03AV21S
A20	AHU-CU-WC-1	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A21	AHU-CU-WC-5	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A22	AHU-CU-WC-6	1	3.5 Ton Unitary Split System	5TTA4042A4 - 5TEM6D06AV41S
A23	AHU-CU-WC-3	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A24	AHU-CU-WC-4	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A25	AHU-CU-WC-7	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A26	AHU-CU-WC-9	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A27	AHU-CU-WC-10	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A28	AHU-CU-WC-11	1	3 Ton Unitary Split System	5TTA4036A4 - 5TEM6D06AV41S
A29	AHU-CU-WC-12	1	5 Ton Unitary Split System	5TTA4060A4 - 5TEM6D07AV51S

Split System Cooling Only Outdoor Unit

Nominal Cooling Capacity Listed Above

460/3/60 (All except AHU/CU-WB-14)

208/1/60 (AHU/CU-WB-14 Only)

Factory Hail Guard

Indoor Air Handling Unit

5TEM - Air Handler, R-454B

Variable Speed EC Motor

208-230/60/1

External Filter Rack

Electric Heater at 460/3 (All except AHU/CU-WB-14)

Electric Heater at 208/1/60 (AHU/CU-WB-14 Only)

*5 Year Parts & Labor Warranty – Excluding Refrigerant***NOT INCLUDED:**

- Controls / wiring / communication interface card
- Vibration isolation
- Disconnects / circuit breakers
- Smoke detectors
- Coil coatings
- Thermostats / humidity / temperature / CO2 sensors
- Attic stock / additional filters / belts / sheaves
- Mounting pad / equipment support
- Secondary drain pan / float switch
- Economizers unless stated above
- Outside air damper with actuator
- Supply / return plenum
- Any other items not listed in unit detail

(Qty 2) Odyssey Split Systems

Item	Tag(s)	Qty	Description	Model Number
D1	AHU-WE-1	1	6 Ton Unitary Split Systems Indoor - WE-	TWE072K4BAA**BC
D2	AHU-WE-2	1	6 Ton Unitary Split Systems Indoor - WE-	TWE072K4BAA**BC
C1	CU-WE-1	1	6 Ton Unitary Split Systems Outdoor - WE	TTA072K4DAA**BS010001
C2	CU-WE-2	1	6 Ton Unitary Split Systems Outdoor - WE	TTA072K4DAA**BS010001

Odyssey Split System Outdoor Unit

DX Cooling-Only (TTA)

Nominal Capacity: 6 Tons

R-454B Refrigerant

460/60/3

Dual Compressors / Dual Circuit

Symbio Unit Controller

Factory Hail Guards

Odyssey Split System Indoor Unit

Air Handler

Nominal Capacity: 6 Tons

R-454B Refrigerant

460/60/3

Dual Circuit

Two-Speed Fan

Standard Motor

Electric Heater at 460/3

*5 Year Parts & Labor Warranty – Excluding Refrigerant***NOT INCLUDED:**

- Controls / wiring / communication interface card
- Vibration isolation
- Disconnects / circuit breakers
- Smoke detectors
- Coil coatings
- Thermostats / humidity / temperature / CO2 sensors
- Attic stock / additional filters / belts / sheaves
- Mounting pad / equipment support
- Secondary drain pan / float switch
- Economizers unless stated above
- Outside air damper with actuator
- Supply / return plenum
- Any other items not listed in unit detail

(Qty 1) P-Series Ductless Split System

Item	Tag(s)	Qty	Description	Model Number
B1	Minisplit	1	1 Ton Cooling-Only Ductless Split	PUZ/PKA

Indoor Air Handling Unit – High Wall

Outdoor Heat Pump Condensing Unit

208/1 single point power connection to CU, indoor unit powered from CU by others

Condensate Pump
Wired Thermostat
BACnet Interface
Drain Pan Level Sensor
Low Ambient Kit

P Series Warranty

Standard Five (5) Year Parts & Labor / Seven (7) Year Compressor Warranty
– Labor after 5th Year and Refrigerant Excluded*

Scope of Services
Marble Falls Elementary School

The Services are defined as the following:

49. Replace (9) existing packaged Rooftop units at Marble Falls Elementary School.
50. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
51. Disconnect existing electrical circuits to the units and protect them from damage.
52. Hoist existing units out of position, and place on vehicle for site removal.
53. Properly secure demoed units using industry Best Known Methods (BKMs) and remove equipment from the site.
54. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
55. Hoist and set new units into position.
56. Connect condensate piping, duct transitions, and electrical circuits.
57. Provide and install 1 new ACM to replace existing BCM with device licenses to accommodate project requirements.
58. Controls integration of new equipment Roof Top Units.
59. Install convenience outlets (integral to units) to better support future maintenance and service.
60. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
61. Remove the LOTO and energize unit.
62. Perform start-up for new equipment.
63. Clean up work zone prior to demobilizing.

Equipment in Scope
Marble Falls Elementary School

(Qty 9) Precedent Packaged Unit(s)

Item	Tag(s)	Qty	Description	Model Number
A1	Library	1	7.5 Ton Precedent Packaged Unit	YHK090A4S0L**B0C0A0A1A
A2	Gym	1	10 Ton Precedent Packaged Unit	YHK120A4S0L**B0C0A0A1A000000A
A3	Office South	1	8.5 Ton Precedent Packaged Unit	YHK102A4S0L**B0C0A0A1A
A4	No Name 0922	1	4 Ton Precedent Packaged Unit	YHK048A4S0L**B0C0A0A1A000000A
A5	Library-2	1	7.5 Ton Precedent Packaged Unit	YHK090A4S0L**B0C0A0A1A
A6	RTU-C Hall	1	4 Ton Precedent Packaged Unit	YHK048A4S0L**B0C0A0A1A000000A
A7	RTU-B Hall S	1	5 Ton Precedent Packaged Unit	YHK060A4S0L**B0C0A0A1A000000A
A8	Office North	1	8.5 Ton Precedent Packaged Unit	YHK102A4S0L**B0C0A0A1A
A9	RTU-11 B Hall	1	5 Ton Precedent Packaged Unit	YHK060A4S0L**B0C0A0A1A000000A

All Units

DX Cooling / Gas Heat
High Efficiency

R-454B Refrigerant
460/60/3
Symbio 700
Low Gas Heat
0-50% Two-Position Motorized Outside Air Damper
Hinged Access Panels with 2-in MERV 8 Filters
Through the Base Electric
Unpowered 20A Convenience Outlet
Advanced Controls and BACnet BAS
Modulating Hot Gas Reheat (HGRH)
Low Ambient Kit
Curb Adapter

5 Year Parts, & Labor Warranty

10 Year Aluminized Heat Exchanger Parts Only Warranty – Excludes Parts & Labor after 5th Year

NOT INCLUDED:

- Vibration isolation / roof curb insulation
- Circuit breakers
- Attic stock / additional filters
- Smoke detectors / phase monitors
- Coil coatings
- Double wall construction
- Stainless steel drain pans and / or heat exchanger
- Thermostats / humidity / temperature / CO2 sensors
- Airflow monitoring stations / hood extensions
- Any other item not listed in unit detail

Scope of Services
Marble Falls HS Press box

The Services for the **High School Press Box** are defined as the following:

64. Replace existing (4) DX splits and (1) Mini Split at High School Press Box.
65. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
66. Disconnect existing electrical circuits to the units and protect them from damage.
67. Hoist existing units out of position, and place on vehicle for site removal.
68. Properly secure demoed units using industry Best Known Methods and remove equipment from the site.
69. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
70. Hoist and set new units into position.
71. Connect condensate piping, duct transitions, and electrical circuits.
72. Disconnect and reconnect existing unit controllers
73. Provide and install new field devices to match existing system BAS configuration.
74. Checkout and commission of new field devices only.
75. Verify existing graphics are functioning.
76. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
77. Remove the LOTO and energize unit.
78. Perform start-up for new equipment.
79. Clean up work zone prior to demobilizing.

Equipment in Scope
Marble Falls HS Press box

(Qty 4) DX Split System(s)

Item	Tag(s)	Qty	Description	Model Number
C1	AHU-HP-2.1FH	1	5 Ton Unitary Split System Heat Pump	5TWR7060A1 - 5TEM6D07AV51S
C2	AHU-HP-2.2FH	1	5 Ton Unitary Split System Heat Pump	5TWR7060A1 - 5TEM6D07AV51S
C3	AHU-HP-3FH	1	5 Ton Unitary Split System Heat Pump	5TWR7060A1 - 5TEM6D07AV51S
C4	AHU-HP-3.2FHN	1	5 Ton Unitary Split System Heat Pump	5TWR7060A1 - 5TEM6D07AV51S

Split System Heat Pump Outdoor Unit

Nominal Cooling Capacity Listed Above

208/1/60

Factory hail guard

Two-stage compressor (AHU-HP-2.1FH, 2.2FH, 3FH, & 3.2FHN only)

Indoor Air Handling Unit

5TEM - Air Handler, R-454B

Variable Speed EC Motor

208/1/60

External filter rack

Electric Heater at 460/3/60

5 Year Parts & Labor Warranty – Excluding Refrigerant

NOT INCLUDED:

- Controls / wiring / communication interface card
- Vibration isolation
- Smoke detectors
- Coil coatings
- Thermostats / humidity / temperature / CO2 sensors
- Attic stock / additional filters / belts / sheaves
- Mounting pad / equipment support
- Secondary drain pan / float switch
- Economizers unless stated above
- Outside air damper with actuator
- Supply / return plenum

(Qty 1) P-Series Ductless Split System(s)

Item	Tag(s)	Qty	Description	Model Number
D1	2 Ton DSS	1	2 Ton Cooling-Only Ductless Split	PUY/PKA

Indoor Air Handling Unit – High Wall

Outdoor Cooling Only Condensing Unit

208/1 single point power connection to CU, indoor unit powered from CU by others

Condensate Pump

Wired Thermostat

BACnet Interface

Drain Pan Level Sensor

Low Ambient Kit

P Series Warranty

Standard Five (5) Year Parts & Labor / Seven (7) Year Compressor Warranty

– Labor after 5th Year and Refrigerant Excluded*

**Scope of Services
Maintenance Building**

The Services for the **Maintenance Building** are defined as the following:

1. Replace existing (1) DX splits at Marble Falls Maintenance Building.
2. Make safe by shutting down the existing units at the panel and utilizing lock-out-tag-out (LOTO).
3. Disconnect existing electrical circuits to the units and protect them from damage.
4. Hoist existing units out of position, and place on vehicle for site removal.
5. Properly secure demoed units using industry Best Known Methods and remove equipment from the site.
6. Before disposing of demoed equipment, properly reclaim and present refrigerants and oil to a properly licensed entity per EPA requirements.
7. Hoist and set new units into position.
8. Connect condensate piping, duct transitions, and electrical circuits.
9. Disconnect and reconnect existing unit controllers
10. Provide and install new field devices to match existing system BAS configuration.
11. Checkout and commission of new field devices only.
12. Verify existing graphics are functioning.
13. Perform pre-start checklist tasks by filling out the Trane Pre Startup Checklist.
14. Remove the LOTO and energize unit.
15. Perform start-up for new equipment.
16. Clean up work zone prior to demobilizing.

**Equipment in Scope
Maintenance Building**

(Qty 1) DX Split System

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-CU-Maintenance	1	2 Ton Unitary Split System Air Conditioner	5TTR4024A1 - 5TEM6B03AV21S

Split System Air Conditioner Outdoor Unit

Nominal Cooling Capacity Listed Above

208/1/60

Factory hail guard

Single-stage compressor

Indoor Air Handling Unit

5TEM - Air Handler, R-454B

Variable Speed EC Motor

208/1/60

External filter rack

Electric Heater at 208-240/1/60

5 Year Parts & Labor Warranty – Excluding Refrigerant

Project Inclusions:

1. Trane shall provide all necessary supervision, labor, payroll taxes, insurances, material, and ancillary equipment to ensure a complete installation for the system retrofits as described for this project.
2. Trane will take precautions due to the nature of the work activities being performed to protect adjacent surfaces, floors, walls, desks, etc.
3. All work sequences to comply and coordinate with facilities staff member, department heads and supervisors.
4. Trane will provide and maintain a schedule of the project throughout the duration of the work.
5. Trane will provide the necessary manufacturer's warranty documentation for the materials and equipment installed under this package of work.
6. Trane shall comply with OSHA regulations when performing work on the project.
7. Trane shall comply with manufacturer's guidelines when performing equipment installation. This is contingent on existing equipment locations having sufficient clearances for new equipment.
8. Trane shall coordinate between the mechanical contractor and electrical contractor to ensure the correct electrical service to all electrically powered mechanical equipment.
9. Customer agrees to perform the removal of stored materials, furniture or any obstacles from the areas where work is to be performed, in advance of the work performed by Trane under this agreement.
10. Customer agrees to perform the removal and or relocation of furnishings from the offices, classrooms, labs, or other occupied spaces where work is to be performed, in advance of the work to be performed by Trane's coordinated work schedule under this agreement, on an ongoing basis.
11. Customer agrees to the acceptance of portions of the work as they become completed because the customer agrees that they will receive beneficial use of those enhanced, upgraded, remodeled, or improved facilities during the remaining period of construction.
 - a. This implies a formal process of walking the enhanced, upgraded, remodeled, or improved facilities. Identification of deficient items, jointly creating a punch list, Trane making the remedy of those punch list items prior to acceptance by the customer.
 - b. Customer agrees that it will not unduly withhold acceptance of properly completed portions of the work.
 - c. Trane commits to providing a detailed warranty matrix at the conclusion of the project to ensure that all parties agree on the warranty dates for different work items within different buildings.
12. Customer agrees to provide access to the areas of work in a timely manner to facilitate the progress of the work.
13. Trane will ensure that obvious defects in the work or work that does not meet the standards of acceptable construction practice will be remedied prior to final acceptance of the project.
14. Trane will require all construction staff working on the customer premises to wear the proper personal protective equipment (PPE) including but not limited to hardhats, safety glasses, reflective safety vests with the company name, gloves, protective footwear, hearing protection, etc. as appropriate for the work being performed.
15. Because customer must maintain normal operations; parking, material staging, and clean-up will be a constraint. Parking spaces will be identified for Trane contractor parking and parking permits will be issued to Trane for contractor parking.

16. Trane is responsible for daily clean-up and disposal of construction debris, packaging materials, pallets, personal trash, or other trash. This construction activity generated trash will be placed in a dumpster provided by Trane.
17. No construction debris will be placed in Customer receptacles or containers.
18. Eating, consuming fluids, or smoking will only be allowed in areas designated by customer.
19. Contractor & Subcontractor employees will not be permitted to smoke, eat, or consume fluids in the work zones.
20. Does not include anything not specifically detailed within this proposal
21. Proposal does not include day to day work with Third-Party Commissioning Agent unless specified by proposal.
22. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
23. Customer to make provisions for a material laydown area close to the project site for contractor material staging. Fencing to protect this laydown area is the responsibility of Trane.
24. Customer to supply Trane with the necessary building engineering drawings to make structural assessments accordingly.
25. Proposal includes test and balance of new equipment only at the unit level after installation is complete and control system is operational.
26. Trane will reuse existing split system line sets for this program of work. Line sets will be tested and cleaned prior to reconnection to new system. Trane has included replacement cost of (2) line sets (per building) in this program of work. If more than two line sets fail testing a change order will be required.
27. This proposal assumes that work may be performed at any time from contract execution through 2026, including during the academic year, school breaks, or holidays. Access to the buildings and scheduling of activities will be coordinated with the customer to minimize disruption to school operations.
28. Work to be completed during normal working hours Monday – Friday (7:30 AM to 4:00 PM). Overtime, compressed schedules, holidays or weekend work is specifically excluded.
29. BAS control of new RTU's will be via BACnet MSTP communication connection to the units controller.
30. This proposal includes \$45,000.00 of owner-controlled contingency.

Project Exclusions & Clarifications:

1. The proposal does not include day-to-day work with Third Party Commissioning Agent exceeding (8) hours. Additional daily charges will be applied as required for Trane technician time to assist with Third Party Commissioning.
2. Fire / fire-smoke/ control dampers and smoke detectors, including associated wiring, are not included unless otherwise detailed within proposal.
3. Air Flow Measuring Station Installations or Duct/Hood Extensions.
4. Lighting Controls Integration
5. Any engineering services, structural engineering or structural verification is excluded unless noted in the scope of work.
6. Texas State Sales, Use or Remodel Taxes are excluded. Our understanding is the customer is tax exempt.
7. After hours security detail or cost for such a detail is excluded.

8. Temporary heating, cooling or electrical power generation equipment or installation is excluded.
9. Demolition, repair, modification or installation of the following systems or system components such as but not limited to, security camera systems, door access control systems, Ethernet cabling, IT networking or Wi-Fi systems, routers, or other systems not specifically part of this installation are excluded.
10. Replacement of floor covering is excluded.
11. Trane excludes bringing existing non-compliant code issues up to current codes unless specifically related to the equipment or materials being installed under this agreement.
12. Trane excludes the installation and integration of smoke detectors, including any associated wiring or raceways. While the fire alarm scope is expressly excluded from this contract, it is recommended that the customer allocate a separate allowance of twenty-five thousand dollars to cover this work under a separate contract.
13. Trane will require customer personnel to shut down and start-up any systems that require this in order to perform the work.
14. Trane excludes the integration and associated wiring of Fire / fire-smoke and control dampers unless specifically defined within this scope of services.
15. Trane excludes the integration of addressable fire alarm devices into an existing or new fire alarm control panel (FACP). Trane believes all necessary devices are already integrated into the FACP.
16. Trane excludes furnishing or installing addressable fire alarm devices as part of this program of work.
17. Trane excludes the repair, replacement or rebuilding of customer equipment that is not listed in the equipment lists provided in this document.
18. Trane excludes the removal, remediation, or handling of hazardous or contaminated soils, paints, coatings, adhesives, or other materials as part of this program of work. If suspicious materials are discovered, they will be identified and presented to the customer representative for testing.
19. Trane excludes the correction, repair or remediation of existing code compliance issues uncovered or existing at the facility that are outside the scope of this project work.
20. The cost to provide temporary cooling, heating, or power for the execution of this work or during the execution of this work is excluded
21. Work required to correct, bring into compliance, or mitigate ADA (American with Disabilities Act) requirements is excluded.
22. Trane excludes Maintenance Bond for this work.
23. This proposal excludes replacement of controllers on HVAC units. It assumes the existing controllers are in good working order.
24. The existing Marble Falls ISD BAS Server(s) and existing network engines will be reused for this program of work. System software upgrades, firmware changes, updating to latest software revision, graphics, floor plans, and sequence of operations are specifically excluded unless specifically defined within this scope of services above.
25. Network drops or coordination with IT for network drops to building are excluded
26. Mechanical, Electrical, Plumbing, Structural engineering and modifications are specifically excluded.
27. Trane excludes roofing work of any kind, and any roof maintenance bonds or roof warranty bonds will not be enhanced or modified by this agreement

28. This proposal shall remain valid only if executed on or before the July 25, 2025.
29. This proposal assumes that the Marble Falls Middle School, Colt Elementary School, Spicewood Elementary School, Marble Falls Elementary School, Marble Falls High School Press box and maintenance building will be unoccupied during equipment installation. Installation dates are during winter breaks and/or academic year 2025 and 2026. During the installation of the HVAC equipment, if weather conditions are not favorable, additional time and costs may be incurred as a result.
30. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Turnkey Agreement
Exhibit D.1 – Substantial Completion

EXHIBIT D.1
Certificate of Substantial Completion

Certificate of Substantial Completion

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (“Agreement”), by and between Trane U.S. Inc. (“Trane”), and (“Customer”), dated as of , have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punch list items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

EXHIBIT D.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (the “Agreement”), by and between _____ (“Customer”) and Trane U.S. Inc., dated as of _____, has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

ATTACHMENT I

Buy Board Cooperative Purchasing

HVAC Equipment, Supplies, and Installation of HVAC Equipment

Proposal Invitation No. 720-23

The following clarifications are made part of the Trane offer with the condition that this attachment shall be made a part of the resulting contract and shall take precedence over conflicting terms of any other contract documents.

1. IN NO EVENT SHALL TRANE BE LIABEL DIRECTLY OR INDIRECTLY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
2. Any provision for Trane to indemnify, hold harmless and/or defend is limited to those damages resulting from bodily injury (including death) and/or damage to real or personal property to the extent directly caused by Trane's negligence or willful misconduct. Trane also agrees to indemnify and defend the Cooperative or a Cooperative member from third party claims of intellectual property infringement, arising out of Trane products or services supplied by Trane under this Agreement.
3. Delivery dates are approximate and not guaranteed. Trane will use commercially reasonable efforts to deliver equipment on or before the estimated delivery date and will notify customer if the estimated delivery dates cannot be honored and will deliver as soon as practicable thereafter. Trane will not be liable for any damages caused by delays in delivery times.
4. Due to the nature of the Trane products, samples will not be provided.
5. Delivery Terms are FOB Factory with title passing to the Cooperative Member upon delivery to the carrier.
6. Trane's pricing is competitive based on market determination but may not meet the "equal to or better" than pricing requirement given to similar customers.
7. Trane's warranty differs with its various products and services and will be as stated in the job specific Trane proposal submitted to the Cooperative Member.