



**Orange County Sanitation District and Trane**

This **Master Turnkey Agreement** (this “Agreement”) is made as of the 24 Day of April 2024 (“Effective Date”) by and between **Trane U.S. Inc.**, (hereinafter referred to as “Contractor” or “Trane”) and **Orange County Sanitation District** whose principal office is located at 10844 Ellis Avenue Fountain Valley, CA 92708 (hereinafter referred to as “Customer”).

**RECITALS**

**WHEREAS**, Contractor is in the business of manufacturing, installing, commissioning and maintaining certain HVAC and other equipment and/or services. Customer desires to utilize Contractor to furnish installation services at one or more sites as defined in a Work Order to be issued pursuant hereto; and

WHEREAS, Contractor has agreed to perform the work and services pursuant to the Racine County, WI, Contract Number 3341 entitled “HVAC Products, Installation, Labor Based Solutions, and Related Products and Services” made available for piggybacking through OMNIA Partners, Public Sector (the “Piggyback Contract”) ; and

**WHEREAS**, Contractor and Customer have agreed to enter into this Agreement to set forth the terms and conditions for Contractor’s construction services at Customer’s facilities as defined in one or more Work Orders (hereinafter the “Work”) to be executed hereunder. This Agreement provides the standard terms and conditions that will apply with respect to each Work Order and Customer Project. Pursuant to individual Work Orders issued pursuant and subject to this Agreement, a form of which Work Order is attached hereto as Exhibit A, Contractor and Customer will set forth their specific agreement with respect to certain additional contractual terms for each Customer Project, including price, schedule for completion, and scope of the Work to be performed by Contractor pursuant to the Work Order.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

**Definitions.** As used throughout the Contract Documents, the following terms when capitalized shall have the designated meanings and other terms used herein but not defined below shall have the meanings ascribed to them throughout this Agreement:

“**Applicable Laws**” means all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency or other authority having jurisdiction over the Site, or the performance of the Work at the Site, as may be in effect from time to time.

“**Certificate of Final Completion**” means the form of Certificate of Final Completion attached hereto as Exhibit E-2.

“**Certificate of Substantial Completion**” means the form of Certificate of Substantial Completion attached hereto as Exhibit E-1.

“**Completion Date**” (or the plural thereof) means the dates specified in the Work Order for Contractor’s achievement of Substantial Completion and/or Final Completion, subject to any extensions thereof as provided in this Agreement.

“**Contract Documents**” refers to, collectively, this Agreement, any Work Order mutually executed pursuant to this Agreement, any Change Orders issued hereunder and all plans, specifications, and addenda, and the Piggyback Contract.

“**Contract Time**” means the amount of time specified in each Work Order for the full and complete performance of the Work that is the subject of each Work Order.



**“Customer Project”** means the entirety of the Work to be performed by Contractor under this Agreement and the applicable Work Order.

**“Day”** as used in the Contract Documents shall mean calendar day unless otherwise specifically stated.

**“Final Completion”** means the full completion of the Work as required by the Contract Documents, as evidenced by Contractor’s written acceptance of the completed Work in accordance with the provisions of Section 2.06 of this Subcontract.

**“Premises”** or **“Site”** means the building, office space, business location, or other location where the Work is to be performed or furnished that is the subject of a Work Order, as more fully described in Attachment C to the applicable Work Order.

**“Contract Price”** means the lump sum amount specified in each Work Order that is payable by Customer to Contractor in consideration for the performance of the Work as described in of each Work Order. Contract Price shall also include other compensation to be paid to Contractor in consideration of the Work, including but not limited to agreed-upon unit prices.

**“Contract Time”** means the period of time, including authorized adjustments, allotted for Subcontractor to achieve Substantial Completion of the Work by the Substantial Completion date specified on the Work Order.

**“Substantial Completion”** means the stage in the progress of the Work when the Work is sufficiently complete so that Owner can occupy or utilize the Work for its intended use.

**“Work”** or the **“Services”** means the complete performance of the scope of Work specified in the Work Order at the Site and includes all labor necessary to produce, furnish, and/or install such services, all materials, fabrications, assemblies, and equipment (excluding Contractor supplied equipment) incorporated or to be incorporated in such Work, except as specifically set forth in an applicable Work Order.

**“Work Order”** means the document mutually executed by the parties that sets forth Contractor’s and Customer’s specific agreement with respect to terms that are unique for the Work to be performed, substantially in the form of the sample form of the Work Order attached hereto as Exhibit A. The Work Order shall be executed by both Contractor and Customer.

Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

## **ARTICLE 1 - THE SERVICES AND COMPENSATION**

**Section 1.01 Work Orders.** For each Customer Project for which Contractor is to perform Work, Contractor and Customer shall execute a Work Order.

**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 Attachment C to the applicable Work Order, Customer shall pay or cause to be paid to Trane, in accordance with the dates and amounts on Attachment A to the applicable Work Order pursuant to Section 1.04, the sum of Six Hundred Eighty Seven Thousand Seven Hundred Eight dollars (\$687,708.00) Unless otherwise provided in the applicable Work Order, the Contract Price excludes all sales, consumer, use and similar taxes (excluding income taxes) for the Services. It is understood that pricing shall be based pursuant to the Piggyback Contract subject to adjustments that may be necessary for the payment of prevailing wages pursuant to Section 7.13 below. The Piggyback Contract is hereby incorporated in its entirety by this reference, provided that the terms of this Agreement and any Work Order and Change Order under this Agreement shall take precedence in the event of any conflict between this Agreement and the provisions of the Piggyback Contract.

**Section 1.02. The Services and Exclusions.** No later than 298 working days after the date of Contract Execution, Trane shall have designed and substantially completed installation of the equipment and performance of the work and services described in Attachment B to the applicable Work Order (hereinafter, collectively, the “Work” or 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 shall pay Trane or cause Trane to be paid for the Services as follows:

(a) **Initial Payment:** Upon execution hereof, 15% 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 net thirty (30) days of the itemized invoice for work completed and any invoice not paid within thirty (30) calendar days of its date shall be past due.

**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. 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.

(b) 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)(34) 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.

## **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 lost profit.

(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 contaminates 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 lost 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, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGE (INCLUDING WITHOUT LIMITATION REFRIGERATION LOSS, BUSINESS INTERRUPTION, LOST**





DATA, LOST REVENUE, LOST PROFITS) OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGE OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY In no event will Trane's liability in connection with the provision of products or service or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement.

**Section 5.03. 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 TRANE 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) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**ARTICLE 6 - WARRANTY**

**Section 6.01. Workmanship and Equipment Warranty.** Trane warrants that, for a period of one year from the date of Final 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 ("Third-Party Product(s)") 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. 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 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, THIRD-PARTY PRODUCT, OR 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:

<b>If to Trane:</b>	Trane U.S. Inc. 3253 E. Imperial Hwy. Brea, CA 92821 Attention: Brad Donnelly	<b>If to Customer:</b>	Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708 Attention: Donald Herrera
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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 on the effective Notice to Proceed 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. 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.

**Section 7.13. California Department of Industrial Relations Registration and Record of Wages.**

- 1.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to

interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- 1.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 1.3 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
  - 1.3.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 1.4 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
  - 1.4.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 1.5 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 1.6 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 1.7 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:



**Master Turnkey Agreement**

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

**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.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Orange County Sanitation District**

By: \_\_\_\_\_  
*Chad P. Wanke, Chair, Board of Directors*

\_\_\_\_\_  
*Kelly A. Lore, Clerk of the Board*

\_\_\_\_\_  
*Ruth Zintzun, Finance & Procurement Manager*

Date: \_\_\_\_\_

Trane’s state contractor’s license number: 1066318  
Trane’s DIR Registration Number: PW-LR-1000615693

**EXHIBIT A**  
**Payment Schedule / Schedule of Values**

Customer will make payments per the schedule of values in the amounts set forth in the following schedule:

Description of Work	Scheduled Value
<b>Power Building #7</b>	
Mobilization Upon Execution of Agreement by Customer	\$39,885.00
Procurement of Equipment	\$81,538.00
Installation	\$125,162.00
Startup and Testing	\$9,318.00
Punchlist and Sign-off	\$1,658.00
<b>Power Building #8</b>	
Mobilization Upon Execution of Agreement by Customer	\$56,698.00
Procurement of Equipment	\$138,932.00
Installation	\$210,544.00
Startup and Testing	\$20,579.00
Punchlist and Sign-off	\$3,394.00
<b>Total Project Billing</b>	<b>\$687,708.00</b>

**EXHIBIT B**  
**Scope of Services**

The Services are defined as the following:

**Scope of Work – Power Building #7**

The new equipment installed shall consist of the following:

- One (1) New Energy Labs 1500 CFM Air Handler
- One (1) New Trane 5 Ton Heat Pump Condensing Unit

**Installation**

- Receive, store, transport, and install the following Trane-provided equipment:
  - (1) Energy Labs 1500 CFM Air Handling Unit.
  - (1) Trane 5-ton heat pump condensing unit.
  - Includes epoxy coating of the units. Protocall coating package includes:
    - Coating the coils, Interior Cabinet and Exterior Cabinet with a high tier color protective coating. Includes base rails, condenser internals, accessible fin areas, return bends, manifolds, coil casings, refrigerant lines (in the new units), compressor, condenser base area, louvered panels and ambient exposed components. Also, a clear conformal coating to electric controls.
    - Bare Metal Primed and Interior and Exterior Cabinet Coated with Two Coats of Ameron PSX-700 Pearl Gray.
    - Replacement stainless steel screws on all access panels.
- Furnish all labor, material and equipment as required to isolate, drain, disconnect, demo, and properly dispose of (1) existing split system (salvage rights reserved).
- Provide crane and rigging for removal of existing units and installation of new units.
- Install new split system comprised of (1) new air handling unit 11DAHU600 and (1) new condenser 11DCCU601.
  - Anchor and support new units as required by manufacturers recommendations.
  - Ductwork point of connection for new air handler to be at the unit, or closest to the unit as possible. No new ductwork has been included beyond minor replacement when disconnecting the existing unit and connecting the new unit.
  - Condensing unit to be re-installed on existing pads/supports. No vibration isolation or new curbs / caps included.
  - Furnish and install new galvanized steel condensate piping with new piping to connect to new equipment and terminate at the existing scupper drain.
  - Furnish and install new refrigerant piping and associated appurtenances as required between condenser and air handler.
  - Furnish and install new pipe supports for all new piping.
  - Leak check and testing of refrigerant piping prior to Trane startup.
  - Furnish and install new insulation on refrigerant piping, with aluminum jacketing.
- Furnish all labor, material and equipment to isolate electrical and disconnect (1) existing split system units. Existing disconnects to be removed.
- Furnish and install new fused disconnects for 11DAHU600 and 11DCCU601. Stainless steel enclosures included. Anticipate being able to utilize existing conduit from panel to existing disconnects. No new conduit or wire included from electrical panel to unit disconnects.

- Disconnect/Reconnect control wiring between condensers and air handlers per manufacturers' recommendation.
- Energize, test, and confirm phasing of all new feeders prior to unit start-up.
- Existing circuit breakers and feeders to be re-used.
- Startup and verify operation of new systems.
- Pre and post airflow readings at the AHU discharge only.
- Upon project completion, provide for stamped mechanical, electrical, and plumbing as built drawings
- Provide a one-year parts and labor warranty on the full installation.

Power Building #7 Assumptions / Exclusions

- Temporary cooling or heating equipment not included.
- Additional engineering or studies requested not included above what Trane is providing for mechanical, electrical, and plumbing engineering and design.
- No structural design or engineering included.
- New roofing, roof patching, roof repair is excluded.
- We assume no upgrade to the existing condensate termination at scupper drains are required for code compliance.
- Structural upgrades and seismic upgrades to the buildings are excluded.
- Electrical service upgrades are excluded. Electrical design is based on nameplate data and single line documentation provided by the customer. It is assumed this information is accurate therefore no further verification of electrical capacity is required.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.
- Air balancing downstream of the unit has been excluded.
- Construction fencing, temporary offices, security is excluded.
- Third Party review, testing, special inspection fees, deputy inspector fees, or third-party commissioning of new systems is not included.
- Breaker coordination studies are excluded.
- Asbestos or Hazardous Material Abatement excluded.
- Replacement or upgrade of any existing non-code compliant systems is excluded.
- ADA requirements excluded.
- Customer to coordinate all shutdowns and lifts with Trane's schedule.
- Building permit fees, Plan check fees, Assessments, Taxes applicable to the development of property, Utility connection fees and Usage fees, AQMD permitting and/or Fees, SCE fees and Excess cable charges are excluded.
- If project is submitted and reviewed for permit / plan check, any request for additional engineering above and beyond what Trane is including will at an additional cost.
- Builders Risk (including flood and seismic insurance and Deductible) is excluded.
- Any items not specifically listed as scope of work is not included.
- We assume there will be no other work going on that will affect the timing or sequence of our installation.
- Liquidated or Consequential Damages not included.
- Demurrage or Storage Charges not included.
- Trane to retain salvage rights of all removed equipment and materials, if applicable.
- Temporary power or Trane provided utilities are excluded. We assume use of customer electrical, gas, and water for construction.
- Equipment view screens are excluded.
- Architectural drawings and line of sight drawings are excluded.
- Painting and/or patching has been excluded.



- No new controls or low voltage devices (thermostats or zone level controls) are included. We will re-use existing

### Scope of Work – Power Building #8

The new equipment installed shall consist of the following:

- One (1) New Trane 16,300 CFM Air Handler
- Two (2) New Trane 15 Ton Condensing Units

### Installation

- Receive, store, transport, and install the following Trane-provided equipment:
  - (1) Trane 16,300 CFM Air Handling Unit.
  - (2) Trane 15-ton condensing units.
  - Includes epoxy coating of the units. Protocell coating package includes:
    - Coating the Condenser coil, Interior Cabinet and Exterior Cabinet with a high tier color protective coating. Includes base rails, condenser internals, accessible fin areas, return bends, manifolds, coil casings, refrigerant lines, compressor, condenser base area, louvered panels and ambient exposed components. Also, a clear conformal coating to electric controls.
    - Bare Metal Primed and Interior and Exterior Cabinet Coated with Two Coats of Ameron PSX-700 Pearl Gray.
    - Replacement stainless steel screws on all access panels.
- Furnish all labor, material and equipment as required to isolate, drain, disconnect, demo, and properly dispose of (1) existing air handler and (2) condenser units (salvage rights reserved).
- Provide crane and rigging for removal of existing units and installation of new units.
- Install new split system comprised of (1) new air handling unit 18BAHU031 and (2) new condensers 18BCND032 and 18BCND033.
  - Anchor and support new units, including adapter curbs, as required by manufacturers recommendation (no structural upgrades or roofing work are included)
  - Ductwork point of connection for new air handler to be at the unit, or closest to the unit as possible. No new ductwork has been included beyond minor replacement when disconnecting the existing unit and connecting the new unit.
  - Condensing units to be re-installed on existing pads/supports. No vibration isolation or new curbs / caps included. Due to the increased size in condenser footprint, Trane will do structural engineering to determine sufficient mounting details.
  - As the structural details are unknown at this time, Trane has included a \$10,000 roofing allowance for any potential roofing work for this condenser scope.
  - Furnish and install new galvanized steel condensate piping with new piping to connect to new equipment and terminate at the existing scupper drain.
  - Furnish and install new refrigerant piping and associated appurtenances as required between condensers and air handler.
  - Furnish and install new pipe supports for all new piping.
  - Leak check and testing of refrigerant piping prior to Trane startup.
  - Furnish and install new insulation on refrigerant piping, with aluminum jacketing.
- Furnish all labor, material and equipment to isolate electrical and disconnect (1) existing air handler and (2) condenser units. Existing disconnects to be removed.
- Furnish and install new fused disconnects for 18BAHU031, 18BCND032 and 18BCND033. Stainless steel enclosures included. Anticipate being able to utilize existing conduit from panel to existing disconnects. No new conduit included.
- Disconnect/Reconnect control wiring between condensers and air handlers per manufacturers' recommendation.

- Energize, test, and confirm phasing of all feeders prior to unit start-up.
- Existing circuit breakers and feeders to be re-used.
- Startup and verify operation of new systems.
- Pre and post airflow readings at the AHU discharge only.
- Upon project completion, provide for stamped mechanical, electrical, and plumbing as built drawing.
- Provide a one-year parts and labor warranty on the full installation.

Power Building #8 Assumptions / Exclusions

- Temporary cooling or heating equipment not included.
- Additional engineering or studies requested not included above what Trane is providing for mechanical, electrical, and plumbing engineering and design. Engineering prior to start of project is not included, as-built drawings only included as stated in above scope of work.
- No structural design or engineering included.
- New roofing, roof patching, roof repair is excluded.
- We assume no upgrade to the existing condensate termination at scupper drains are required for code compliance.
- Structural upgrades and seismic upgrades to the buildings are excluded.
- Electrical service upgrades are excluded. Electrical design is based on nameplate data and single line documentation provided by the customer. It is assumed this information is accurate therefore no further verification of electrical capacity is required.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.
- Air balancing downstream of the unit has been excluded.
- Construction fencing, temporary offices, security is excluded.
- Third Party review, testing, special inspection fees, deputy inspector fees, or third-party commissioning of new systems is not included.
- Breaker coordination studies are excluded.
- Asbestos or Hazardous Material Abatement excluded.
- Replacement or upgrade of any existing non-code compliant systems is excluded.
- ADA requirements excluded.
- Customer to coordinate all shutdowns and lifts with Trane's schedule.
- Building permit fees, Plan check fees, Assessments, Taxes applicable to the development of property, Utility connection fees and Usage fees, AQMD permitting and/or Fees, SCE fees and Excess cable charges are excluded.
- If project is submitted and reviewed for permit / plan check, any request for additional engineering above and beyond what Trane is including will at an additional cost.
- Builders Risk (including flood and seismic insurance and Deductible) is excluded.
- Any items not specifically listed as scope of work is not included.
- We assume there will be no other work going on that will affect the timing or sequence of our installation.
- Liquidated or Consequential Damages not included.
- Demurrage or Storage Charges not included.
- Trane to retain salvage rights of all removed equipment and materials, if applicable.
- Temporary power or Trane provided utilities are excluded. We assume use of customer electrical, gas, and water for construction.
- Equipment view screens are excluded.
- Architectural drawings and line of sight drawings are excluded.
- Painting and/or patching has been excluded.
- No new controls or low voltage devices (thermostats or zone level controls) are included. We will re-use existing

**Notes & Clarifications**

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours unless explicitly stated.
3. Payment and Performance bond included.
4. Total price based on immediate release of equipment and construction scheduled when equipment received, within approximately one month based on customer preference and weather conditions. Any customer delays of timeline could result in cost increase.
5. **Omnia Contract number 3341**

**Financial items not included**

- Bid Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

**EXHIBIT C**  
**Description of Premises**

The Premises are described as follows:

OC Sanitation District  
Plant No. 1  
10844 Ellis Ave  
Fountain Valley, CA 92708

Power Building #7  
Power Building #8

<b>EXHIBIT D.1</b> <b>Certificate of Substantial Completion</b>
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**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:**

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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.

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**Trane U.S. Inc.**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Customer)  
By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_