



Baldwin County Jail AHU & Controls Upgrade - Trane Turnkey Proposal



Turnkey Proposal For:

Wanda Gautney
Baldwin County Purchasing
Baldwin County Commission
175 Courthouse Square
BAY MINETTE, AL 36507 U.S.A.

Local Trane Office:

Trane U.S. Inc. dba Trane
580 E. Burgess Road
Pensacola, FL 32504

Local Trane Representative:

Jaclyn Weis
Account Manager
Cell: (850) 324-4480

Evan Helinski
Account Manager
Cell: (251) 285-9844

Proposal ID: 2510129

Quote Number: 18-332722-18-008

Co-op Contract Number: USC 15-JLP-023

Date: December 5, 2018



Prepared For:
Wanda Gautney
Purchasing Director
Baldwin County Commissions

Date: December 5, 2018

Job Name:
Baldwin County Jail Controls

Quote Number: 18-332722-18-008

Co-op Contract Number: USC 15-JLP-023

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

Scope Summary:

This project will provide new DDC control system on the chilled water and hot water systems throughout the facility. The project shall be phased per mechanical room so that only a maximum of 3 air handling units will be down at any given time.

In addition, Trane will provide new HVAC units to replace-in-kind ten (10) four-pipe air handler units (AHUs) throughout the facility. Electrical scope of work shall include disconnect and reconnect of AHUs; and installation of all new DDC controls system at the facility. New mechanical equipment will be provided with factory-mounted controls.

Turnkey Installation of HVAC Equipment

Tag Data - Performance Climate Changer (Qty: 8)

Item	Tag(s)	Qty	Description	Model Number
A1	AHU-1	1	Performance Climate Changer (CSAA)	CSAA006UA
A2	AHU-5	1	Performance Climate Changer (CSAA)	CSAA004UA
A3	AHU-6	1	Performance Climate Changer (CSAA)	CSAA006UA
A4	AHU-7	1	Performance Climate Changer (CSAA)	CSAA004UA
A5	AHU-8	1	Performance Climate Changer (CSAA)	CSAA006UA
A6	AHU-9	1	Performance Climate Changer (CSAA)	CSAA004UA
A7	AHU-10	1	Performance Climate Changer (CSAA)	CSAA006UA
A8	AHU-11	1	Performance Climate Changer (CSAA)	CSAA006UA

Product Data - Performance Climate Changer

Included for each unit:

Unit level options

- Indoor unit (UL listed)
- Integral base frame
- UL listed unit
- Chilled water cooling coil section
- Hot water heating coil section

Warranty: 1st year labor & parts warranty



Turnkey Installation of Controls Equipment

Item: A1 Qty: 1 Product Data – Web-Based Direct Digital Control System

We propose to furnish and install a Trane Tracer DDC Facility Management and Temperature Control System for this project. The system will be complete and configured to meet the functional requirements of the project specifications and sequences of operation. The following details apply:

FMCS Services:

- Provide System Engineering; Installation & As built Engineered Control drawings
- Provide System Programming, Startup, and Controls System Checkout before turnover to Owner
- Provide training for Owner's Maintenance Staff in the operation of the DDC control system
- Provide 1st Year Parts Warranty for the install DDC System

FMCS Commissioning:

- Provide Trane Standard System Commissioning for the installed DDC controls System

FMCS System Controls:

- Tracer System Controller: Install System controller 1st Floor Communication Room
 - Connect communication links from associated field devices back to this point as applicable
 - Install appropriate CAT5 cabling to connect to owner's LAN
- Provide Trane Tracer SC+ Controller with the necessary programming to implement the requirements of the project specifications and sequences of operation. The system controller will reside on Owner's LAN
- Provide Site and System Graphics for navigation at the User interface accessible at Workstations across the Owner's shared LAN or through an external Internet Access Point to the shared LAN provided by Owner

Controls Integration of the following Mechanical Systems:

- (11) Constant Volume Air Handling Units with CHW\HW coils
 - Integrate Unit's Tracer UC600 with FMCS via BACnet interface
 - Provide\Install field control devices and sensors as required
 - Provide appropriate programming and perform checkout to ensure proper operation
 - Provide and install 2-way pressure independent control valves
 - programming and perform checkout to ensure proper operation
- (20) Exhaust Fan Interlocks
 - Interconnect Exhaust with air handling unit and DDC system
- (1) Chilled\Hot Water System Controls
 - Integrate the Chiller Unit Controls with the FMCS System via factory BACnet interface
 - Provide Tracer UC600 with expansion modules and integrate with FMCS via factory BACnet interface
 - Provide the necessary immersion temperature sensors, control relays, current sensors, differential pressure transmitters and ancillary installation materials needed for proper system control
 - Interconnect (1) CHW Pump motor starter with DDC controller
 - Interconnect (1) HW Pump motor started with DDC Controller
 - Provide the necessary interconnect and interlock wiring needed for proper system control
 - Provide appropriate programming and perform checkout to ensure proper operation



Mechanical Installation

Demolition

- Remove each of ten (10) four-pipe AHUs per mechanical room so that all AHUs in a single mechanical room are replaced and are operating before the one's in the next mechanical room are removed.
 - AHU-1 is located in the boiler room.
 - AHU-3, AHU-6, and AHU-7 share a mechanical room.
 - AHU-4 and AHU-5 share a mechanical room.
 - AHU-8 and AHU-9 share a mechanical room.
 - AHU-10 and AHU-11 share a mechanical room.
 - AHU-2 is to remain and is not included in this scope of work.
 - Remove each AHU complete with associated base rails and spring isolators.
 - Remove chilled and heating water piping and accessories from each AHU back through the control valve.
 - Remove each associated chilled and heating three-way control valve.

New Work

- Install ten (10) new AHUs. The Owner will furnish AHU-4 and AHU-9; Trane will furnish the remaining AHUs.
- Provide (2) wells for chilled water supply and return piping for temperature sensors.
- Provide new chilled and heating water piping from each (11) AHU. This includes existing AHU-2. Connect to the existing systems.
 - New piping size and material shall match existing.
 - Insulate new piping to match existing.
 - Provide new three-way control valves.
 - Provide new balancing valves, pressure/temperature ports, unions, etc. as indicated. The diagram applies to chilled and heating water coils.
- Provide Test and Balancing by certified NEBB Testing and Balancing Contractor.
 - For airside system on all newly installed AHUs
 For chilled water and hot water system for all newly installed AHU

Electrical Installation

Controls

- Install a Trane-provided Tracer SC Building controller in the mechanical room that houses AHUs 10 and 11. Provide and install Bacnet control wiring to all new unit controllers for equipment being provided under this scope. Include all control wiring for the following equipment:
 - (11) Constant Volume Air Handling Units with CHW\HW coils
 - AHU Sensor: Remove existing thermostat and install new in same location.
 - (20) Exhaust Fan Interlocks
 - (1) Chilled\Hot Water System Controls
- Connect BACnet Router to Owner's LAN, LAN by Owner
- Disc. Air Temp: Install Duct Temp. Probe & connect to UC600

Electrical for new equipment

- Provide electrical contracting services to disconnect power wiring for (10) existing Air Handling Units being replaced in same location as existing.
- Provide electrical contracting services to reconnect power wiring for (10) new Air Handling Units



Turnkey systems services not included

- Removal/installation of control dampers
- All Duct/Ceiling Access Doors, Cutting\Patching, Painting
- Commissioning by Third Party Agency, this is not included under this scope
- All Dampers and associate motors or actuators
- Provision, Installation or Power Wiring of All Fire, Smoke, or Combo; Fire/Smoke damper(s)
 - **NOTE:** Baldwin County Jail Facilities shall coordinate separately with Fire Alarm Company to coordinate automatic shutdown of air handling units upon activation. Baldwin County Jail Facilities shall coordinate with the duct-mounted smoke detectors for relocation upon new unit installation and verification of operation.
- Provision, Installation or Wiring of Disconnects, Motor Starters, HOAs
- LAN or TCP/IP access for FMCS Web Services, Owner responsible to provide
- All Work Not Specifically Described Above

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



Pricing and Acceptance

Wanda Gautney
Baldwin County Purchasing
Baldwin County Commission
175 Courthouse Square
BAY MINETTE, AL 36507 U.S.A.

Price

Total Price (1 Year Parts & Labor Equipment Warranty).....	\$491,750.00
Optional Add (5 Year Parts & Labor Equipment Warranty).....	\$12,083.00
Grand Total.....	<u>\$503,833.00</u>

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Evan Helinski
Account Manager
Trane U.S. Inc. dba Trane
(251) 285-9844
Evan.helinski@irco.com

Jaclyn Weis
Account Manager
Trane U.S. Inc. dba Trane
(850) 324-4480
Jackie.weis@trane.com



ACCEPTANCE

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

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

Submitted By: Jaclyn Weis	Office: (850) 324-4480 Proposal Date: December 5, 2018
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Baldwin County Commission	Trane U.S. Inc dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name Tracy Henderson
Title	Title Equipment Solutions Manager
Purchase Order	Signature Date
Acceptance Date	License Number:



TERMS AND CONDITIONS - COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. ~~If Customer does not accept such offer in writing to Company within 10 days, Company's counter-offer will be deemed accepted.~~ ~~Customer's acceptance of the Work by Company will constitute acceptance of Company's terms and conditions.~~ This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

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2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/fees do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation. At Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. **Exclusion from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

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4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. ~~Without limitation, Company shall not be responsible for any damage to or destruction of property or equipment caused by the Work or the installation of equipment.~~ ~~Company shall not be responsible for any damage to or destruction of property or equipment caused by the Work or the installation of equipment.~~

5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any amount outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorney's fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment in view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all accepted items as soon as Company informs Customer that all such accepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of accepted items shall take place within five (5) days from the date when Company informs Customer that the accepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the accepted items, if applicable, has/have been completed.

9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

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

11. **Unexcused or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found in such and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses arising from or related to conditions that existed in an or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope leakage, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/moisture and/or



fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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

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

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

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

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

19. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from wear and tear, corrosion, erosion, deterioration, Customer's failure to follow the Company-provided maintenance plan, refrigerant not supplied by Trane, and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

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

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

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work that is the subject of the Proposal or this Agreement, enter into this Proposal or this Agreement.

3. Intellectual Property of Government Contractor. All intellectual property developed by the Contractor for this Proposal or this Agreement shall remain the property of the Government. The Contractor shall not, without the prior written consent of the Government, disclose, transfer, or otherwise make available to any third party, in any form, any information, data, or results of work developed by the Contractor for this Proposal or this Agreement, or any intellectual property of the Government, that is the subject of the Proposal or this Agreement, without the prior written consent of the Government. The Contractor shall also agree to disclose to the Government, by way of a written report, all information, data, and results of work developed by the Contractor for this Proposal or this Agreement, and to make such information, data, and results of work available to the Government, in any form, as the Government may request in writing. The Contractor shall also agree to make such information, data, and results of work available to the Government, in any form, as the Government may request in writing. The Contractor shall also agree to make such information, data, and results of work available to the Government, in any form, as the Government may request in writing. The Contractor shall also agree to make such information, data, and results of work available to the Government, in any form, as the Government may request in writing.

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RECOMMENDATIONS TO ENHANCE GOALS FOR BALDWIN COUNTY COMMISSIONS

This upgrade will lower your annual operating costs through energy bill and operational savings. The improvements also address overdue maintenance issues that prevent the HVAC system from performing optimally. This will allow Baldwin County Corrections to maintain space conditions for all occupants.

CURRENT ENVIRONMENT

- The existing controls are unreliable. These pneumatic controls are inefficient and not controlling as originally intended.
- The air handling units are well beyond their useful life expectancy.
- They are at a high risk for failure, which would have a negative impact on the facilities operations.

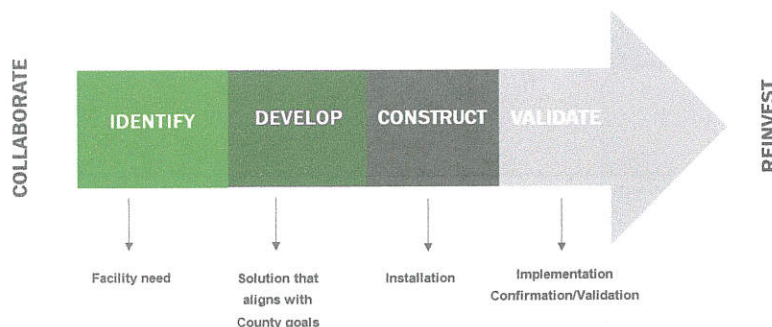


PROPOSED SCOPE OF SERVICES

This project will provide new DDC control system on the chilled water and hot water systems throughout the facility. In addition, Trane will provide (8) new HVAC units to replace total of (10) four-pipe air handler units (AHUs) throughout the facility (2 provided by the County). Electrical scope of work shall include disconnect and reconnect of AHUs; and installation of all new DDC controls system at the facility. New mechanical equipment will be provided with factory-mounted controls.

VALIDATION

Once this project is complete, Trane will work with you to validate that the improvements have been achieved the expected financial and operational results.



Utility History – YTD to SEPT 30TH

ELECTRIC: \$237,867
GAS: \$97,737
WATER: \$105,669

Utility History – Average Annual

ELECTRIC: \$317,156
GAS: \$130,316
WATER: \$117,407

FINANCIAL IMPACT

Project Metrics

Cost: \$491,750
Savings: \$45k - \$67k
Payback: 7 – 10 years

- * Estimated Annual Savings: 10 – 15% on Electricity and Natural Gas
- * This equates to an estimated \$45,000 - \$67,000 in Utility Savings
- * Reduction in Maintenance Costs: 25-30%
- * Elimination of Breakdowns: 70-75%
- * Reduction in Downtime: 35-45%