

Change Order

PROJECT: (Name and address)
Orange Park High School HVAC
Replacement, Building 4 (Gymnasium)
Orange Park, FL

OWNER: (Name and address)

School Board of Clay County 800 Walnut Street

Green Cove Springs, FL 32043

CONTRACT INFORMATION:

Contract For: General Construction

Date: 1/9/2020

ARCHITECT: (Name and address)

H2Engineering, Inc. 114 E 5th Ave

Tallahassee, FL 32303

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: 11/5/2020

CONTRACTOR: (Name and address)

Charles Perry Partners, Inc. 8200 NW 15th Place Gainesville, FL 32606

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Cost increase to replace existing AHU-6 with a like new unit due to a failed compressor (see attached CPPI Proposed Change Order #01, PCO Breakdown, and Subcontractor Backup.) Time extension to address delays with equipment procurement due to COVID19.

The original Contract Sum was \$938,700.00

The net change by previously authorized Change Orders \$0.00

The Contract Sum prior to this Change Order was \$938,700.00

The Contract Sum will be increased by this Change Order in the amount of \$15,021.00

The new Contract Sum including this Change Order will be \$953,721.00

The Contract Time will be increased by one hundred eighty-nine (189) days. The new date of Substantial Completion will be 2/5/2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

H2Engineering, Inc.	Charles Perry Parmers, Inc.	School Board of Clay County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
116	10 HUM D' Jahr	
SIGNATURE	SIGNATURE	SIGNATURE
Ryan L. Chewning, P.E./Principal	Brian K. Leslie, President	Carol Studdard, Board Chairman
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-8-2020		
DATE	DATE	DATE

SCHOOL BOARD OF CLAY COUNTY CHANGE ORDER #__001___

SBCC PROJECT NAME: <u>HVAC Repair/Replacement (Building 4 - Gymnasium)</u>. Orange Park <u>High School</u>

SBCC PROJECT NUMBER: <u>C-5-18/19</u>

ADDITIONAL INFORMATION

- Materials to provide a new Dx air conditioning unit to	
replace the existing AHU-6 unit. Labor was included in	
initial contract to relocate unit	\$ 4,697.00
- Additional cost incurred due to Covid-19 delay that is	
facilitating the project to conduct several crucial project	
operations during off hours in order to accommodate school	
schedule	\$ 10,324.00
TOTAL CHANGE ORDER AMOUNT:	\$ 15,021.00

189 additional calendar days to achieve substantial completion will be required due to additional lead time on procurement of additional materials and delays in manufacturing attributed to COVID 19. The new Substantial Completion date will be February 5, 2021. The new Final Completion date will be March 7, 2021.

construction management I design build I general contracting

Date: 10/01/2020

H2 Engineering 114 East 5th Avenue Tallahassee, FL 32303

Attn: Mr. Ryan Chewning

RE: Proposed Change Order #01

Orange Park High School - HVAC Repair / Replacement

Dear Mr. Chewning:

Attached is a copy of our Proposed Change Order for replacing the existing AHU-6 with a like new unit due to the unit having a failed compressor. Clarifications are listed below:

Our Proposal for providing this work is fifteen thousand and twenty-one dollars 00/100 (\$15,021.00).

Clarifications:

- 1. Includes cost for management and supervision time to cover off-hour work to coordinate with active school schedule.
- Includes additional duration of project due to 24 instances in which after hour work will have to be utilized in order to maintain the safety and comfort for the occupants of the space. These instances include but are not limited to the following:
 - a. Power shutdowns of main equipment / lighting panels to tie in temporary and permanent equipment
 - b. Demolition of main sidewalk between existing chiller plant and gymnasium
 - c. Installation of equipment and / or ancillary materials in proximity to occupied spaces
 - d. Crane utilization to hoist roof mounted equipment over portable units a walkways
- Includes material only quote to provide new Dx unit to replace AHU-6. Labor to relocate unit was already accounted for in relocating the existing unit.
- 4. This proposed change order constitutes a revised substantial completion date of February 5, 2021.

We appreciate the opportunity to provide you with this proposal.

Sincerely,

Charles Perry Partners, Inc.

Ramsey Grissom

Assistant Project Manager

CHARLES PERRY PARTNERS, INC.

Proposed Change Order #01
Orange Park High School - HVAC Replacement / Renovation
2300 Kingsley Ave
Orange Park, FL 32073

October 1, 2020



				6		5	4	ω	2	1			Item No.
TOTAL	SUBTOTAL P&P Bond	OH&P Insurance	SUBTOTAL Burden & Taxes	DIV. 33 - HVAC WW GAY Mechanical - SCO 01	SUBCONTRACTOR COSTS	Temporary Toilets	Site Security & Watchmen	Barricades & Safety Equipment	Superintendent	Project Manager	Field Employees	STAFFING COSTS	DESCRIPTION
		10.0% 1.30%		0		2	0	0	12	ω		5	QТY
)%		ls		mo	ls	ls	hrs	hrs		wk	TINU
			0.0	0		0	0	0	\$ 95	\$ 125.00		1.2	, U/P
			7575.00 0.00% 0.00	0.00		0.00	0.00	0.00	95.00 5700.00	.00 1875.00		months	LABOR AMOUNT
			75.00 0.00	0.00		0.00	0.00	0.00	5700.00	1875.00			NT
			0.00%	0		0	0	0	0	0			MA'U/P
			57	4697.00		320.00	415.00	300.00	0.00	0.00			MATERIAL U/P AMOUNT
			32.00 0.00	0		0	0	0	0	0			
				0.00		0.00	0.00	0.00	0.00	0.00			SUBCONTRACTOR O/P AMOUNT
\$15,021.00	14,827.99 192.71	1,330.70 190.29	13,307.00 0.00	4,697.00		320.00	415.00	300.00	5,700.00	1,875.00			Totals by Line
	J	1,330.70 190.29	13,307.00		,								Subtotals

SUB BACKUP



W.W. GAY MECHANICAL CONTRACTOR, INC.

524 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204-2500 PHONE (904) 388-2696 • FAX (904) 389-4901 Mechanical CMC-008140 • Plumbing CFC-019184

September 29, 2020

Charles Perry Partners Inc. 12740 Gran Bay Parkway West Suite 2310 Jacksonville, Florida 32258

Attn: Mr. Ramsey Grissom

Re: Orange Park High School

Gymnasium/Building 4 HVAC Project

AHU-6/CU-6 Replacement

Mr. Grissom,

W. W. Gay Mechanical Contractor, Inc. is pleased to provide a quote to furnish all labor, materials and equipment to remove and install existing roof mounted HVAC equipment serving Gymnasium/Building 4, per Request. Small HVAC equipment will require composite labor to power equipment. All work will be completed as per plans and specifications provided except for AHU-6/CU-6 replacement.

Included Items:

- Provide labor and material to remove and replace existing HVAC equipment.
- Provide HVAC DX split equipment (Trane See attached submittal).
- Receiving, unloading, storage and transportation of HVAC equipment.
- Provide all required refrigerant piping labor and materials.
- Provide all required insulation labor and materials.
- Provide all required control work labor and materials.
- Crane and rigging services as required.
- Clean up work area when work is completed.

Excluded Items:

- Any required High Voltage Electrical work.
- Any required Low Voltage Fire Alarm work.

We are pleased to quote you the above-mentioned project at Four Thousand Six Hundred Ninety-Seven Dollars and no cents (\$4,697.00).

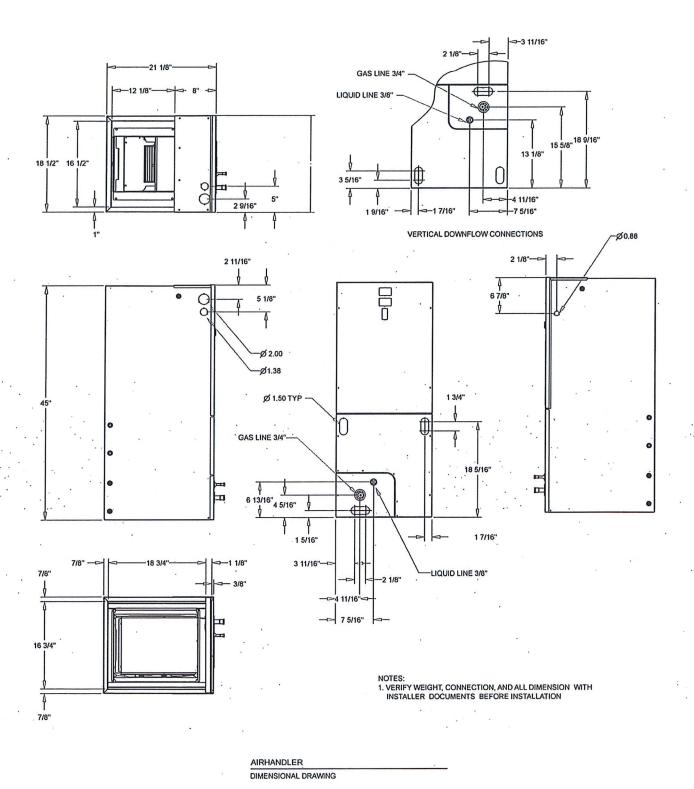
W.W. Gay Mechanical Contractor, Inc. appreciates the opportunity of providing you with the above-mentioned proposal. If you have any questions, please call me at 904–394–7956.

Thank you,

W. W. Gay Mechanica Contractor, Inc.

Ted Williamson
Project Manager

Unit Dimensions - Split System Item: A1 Qty: 1



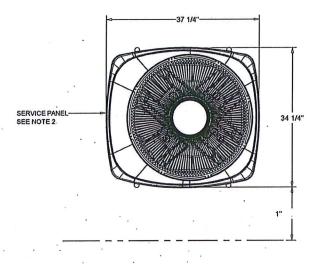
Unit Dimensions - Split System Air Conditioning Units (Small) Item: A1 Qty: 1

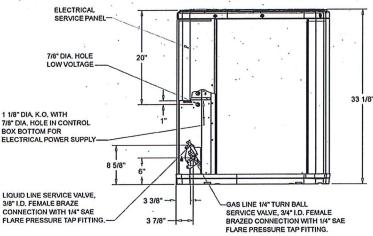
ELECTRICAL / GENERAL DATA

GENERAL (1)(2)(4)		INDOOR MOTOR (1)		FILTERS (3)	
Model:	•	Number: Horsepower:	1 0.5	Type:	Remote filter
Unit Primary Voltage:	208	Motor Speed (RPM):	1075	Furnished: Number:	No
Unit Secondary Voltage:	230	Phase:	1	Recommended:	
Unit Hertz:	60	Full Load Amps:	2.6	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-
Unit Phase:	1 .	Locked Rotor Amps:	•		
STANDARD (5)		REFRIGERANT		Weights	
230 Volt / 208 Volt		Туре:	R-410A	Shipping:	
		REF. Line Connections	7/8"	Net:	
Minimum Circuit Ampacity:	3.0/3.0	Coupling or Conn. Size - Gas:	3/8"	IAEC	
Maximum Overload Protection:	15.0/15.0	Coupling or Conn. Size - Liq.:			
ELECTRIC HEAT					
		NOTES:			
240 Volt / 208 Volt			*		
Capacity Circuit #1:	7.68/5.76 N/A	1. These air handlers are a.r.i. o	ertified with various so	lit system air conditioners and	heat pumps
Capacity Circuit #2:	N/A N/A	(ari standard 210/240), refer t			
Capacity Circuit #3:	IVA	2, 3/4" male plastic pipe (ref.; a			P
of Circuit:	1 .	3. Minimum filter size for horizo		based on airflow selection	
Phase:	1.	and will be calculated as follo	ows:	:	
, .		low velocity filter: face area (sq. ft.) = cfm / 300		
feater Amps Per Circuit Circuit #1:	32.0/27.7	high velocity filter: face area			•
leater Amps Per Circuit Circuit #2:	N/A N/A	4. For customer ease of filter m			
	MA			ot exceed the face value of the	filter being used
leater Amps Per Circuit Circuit #3:		C Clauded was and man with	ud alaskia basi		
	43.0/38.0	Standard mca and mop without	out electric rieat.		
Minimum Circuit Ampacity Circuit #1:	43.0/38.0 N/A	5. Standard filed and mop without	out electric neat.		
		5. Standard mea and mop withe	out electric rieat.		
Ainimum Circuit Ampacity Circuit #1: Ainimum Circuit Ampacity Circuit #2: Ainimum Circuit Ampacity Circuit #3:	N/A	5. Standard mca and mop with	out electric neat.		
Ainimum Circuit Ampacity Circuit #1:	N/A N/A	5. Standard fines and mop with	out electric neat.		

Unit Dimensions - Split System Air Conditioning Units (Small) Item: A1 Qty: 1

- NOTES
 1. TOP DISCHARGE AREA SHOULD BE UNRESTRICTED FOR AT LEAST 60"
 ABOVE UNIT, UNIT SHOULD BE PLACED SO ROOF RUN-OFF WATER DOES NOT POUR
 DIRECTLY ON UNIT, AND SHOULD BE AT LEAST 12" FROM WALLAND
 ALL SURROUNDING SHRUBBERY ON TWO SIDES. OTHER TWO SIDES UNRESTRICTED.
 2. ELECTRICAL AND REFRIGERANT COMPONENT CLEARANCES PER PREVAILING CODES.
 3. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS
 BEFORE INSTALLATION





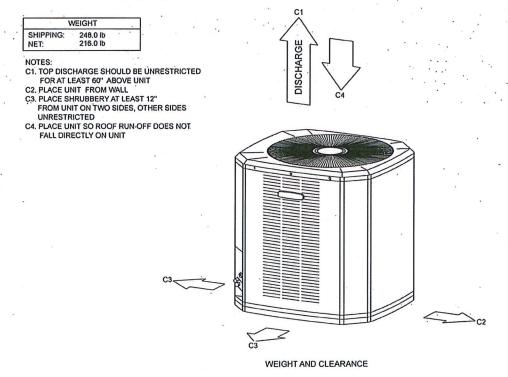
HEAT PUMP CONDENSER - 4TWR4060

DIMENSIONAL DRAWING

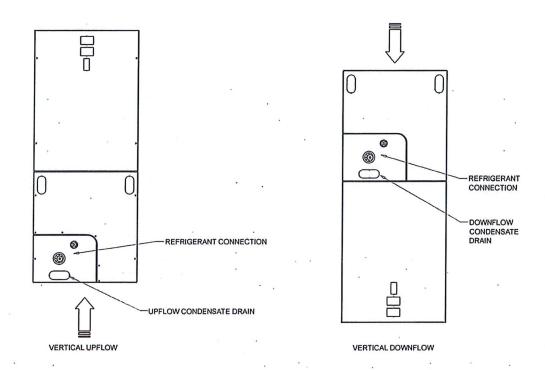
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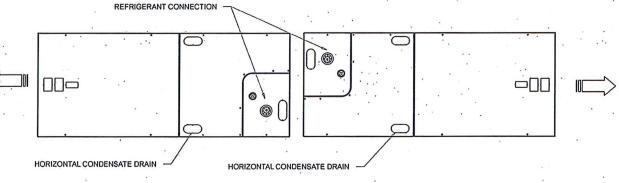
ELECTRICAL / GENERAL DATA

'GENERAL		POWER CONN.	COMPRESSOR	180
Model:	4TWR4036	Minimum Circuit Ampacity: '18.0 Maximum Circuit Breaker: 30.0	Number: Phase:	1
Unit Primary Voltage: Unit Secondary Voltage	208 230	Maximum Circuit Breaker: 30.0 Minimum Protection Rating: 30.0	Rated Load Amps:	14.1
Unit Hertz:	60		Locked Rotor Amps:	72.2
Unit Phase:	1			
OUTDOOR MOTOR		NOTES: 1. Certified in accordance with the Unitary Air-C		m which is based on
Motor Speed (RPM): Phase: Full Load Amps:	0.20 - 1 0.64	AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use of 3. Standard line lengths - 60'. Standard lift - 60' For Greater lengths and lifts refer to refrigers 4. * = 15, 20, 25, 30, 40 and 50 foot lineset ava	nly HACR circuit breakers or fuses. 'Suction and Liquid line. ant piping software Pub# 32-3312-0	THINGTS BESSES ON
Horsepower: Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps:	1	AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use or 3. Standard line lengths - 60°. Standard lift - 60° For Greater lengths and lifts refer to refrigers	nly HACR circuit breakers or fuses. 'Suction and Liquid line. ant piping software Pub# 32-3312-0	THIRD IS USED OF
Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps:	1	AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use or 3. Standard line lengths - 60°. Standard lift - 60° For Greater lengths and lifts refer to refrigers	nly HACR circuit breakers or fuses. 'Suction and Liquid line. ant piping software Pub# 32-3312-0	i i i i i i i i i i i i i i i i i i i
Motor Speed (RPM): Phase: Full Load Amps: Locked Rotor Amps:	1 0.64	AHRI Standard 210/240. 2. Calculated in accordance with N.E.C. Use or 3. Standard line lengths - 60°. Standard lift - 60° For Greater lengths and lifts refer to refrigers	nly HACR circuit breakers or fuses. 'Suction and Liquid line. ant piping software Pub# 32-3312-0	i i i i i i i i i i i i i i i i i i i



Weight, Clearance & Rigging Diagram - Split System Air Conditioning Units (Small) Item: A1 Qty: 1





HORIZONTAL RIGHT FLOW

HORIZONTAL LEFT FLOW

NOTES
1. NO INTERNAL MODIFICATIONS REQUIRED FOR ANY POSITION.
2. BADGE ROTATION WILL BRAND IN CORRECT POSITION.

	MINIMUM UNIT CLEARAN	CE TABLE		
	TO COMBUSTIBLE MATERIALS (REQUIRED)	SERVICE CLEARANCE (RECOMMENDED) 2" 21"		
SIDE	0			
FRONT	. 0			
BACK	0	0		
INLET DUCT	. 0	1"		
OUTLET DUCT	1"	0		

CLEARANCE NOTES:
• 1" FOR THE FIRST 36". OF OUTLET DUCT WHEN
ELECTRIC HEATERS ARE INSTALED 0" AFTER THE FIRST <<36.00~LN>>

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

- 1. Acceptance. 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). 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/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

- 4. Pricing and Taxes. 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 Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 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 the date of order acceptance, the prices are subject to renegotiation or 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. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. 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. COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS

OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. 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 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.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer 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, require payment prior to shipping, 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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. 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 REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) 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.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnity Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the

negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication

of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

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

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inur

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

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-36; 52.222-36; 52.222-39; 52.222-39; 52.227-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720) Supersedes 1-26.130-4 (0620)