



**Laramie County, Wyoming Government and Trane  
Trane Project No. 8255552**

**This Construction Agreement** (hereafter the "Agreement") is made and entered into as of this 5th of March, 2026 by and between **Trane U.S. Inc.**, (hereinafter "**Trane**") and Laramie County, Wyoming Government (hereinafter "**Customer**") for the purpose of furnishing certain services and work designed to improve the facility at the Premises (as defined below). This Agreement is the byproduct of the original Request for Bid ("RFB") Proposal that was submitted by Trane for the design phase of this project.

**ARTICLE 1 - THE SERVICES AND COMPENSATION**

**Section 1.01. Contract Price.** Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services (as defined below) at the Premises identified in Exhibit C hereto, Customer shall pay or cause to be paid to Trane, in accordance with the amounts on Exhibit A pursuant to Section 1.04, the sum of Eleven Million Nine Hundred Thousand Eighty-Five Three-Hundred Seventy-Six Dollars (\$11,985,376), which Contract Price includes all sales, consumer, use and similar taxes (excluding income taxes) for the Services which are legally enacted as of the date of this Agreement.

**Section 1.02. The Services and Exclusions.** No later than December 2027, Trane shall have and substantially completed installation of the equipment and performance of the work and services described in Exhibit B (hereinafter, collectively, the "Services"). Trane's obligation hereunder is limited to the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans With Disabilities Act or any other law or building code(s).

**Section 1.03. Construction Procedures and Changes to Services.** Trane shall supervise and direct the Services using its best skill and attention. Trane shall at all times, and with prior written consent from Customer, 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.

**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, 10% of the Contract Price construction value (\$11,985,376) (for mobilization and performance bond costs incurred prior to on-site installation) shall be due; and

(b) **Progress and Final Payments:** Trane will invoice in accordance with Exhibit A for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of an approved invoice on Net 45 terms,

(c) **Limitation on Payment:** CUSTOMER's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by TRANE, the Agreement may be terminated by CUSTOMER at the end of the period for which funds are available. CUSTOMER shall notify TRANE at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if CUSTOMER knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to CUSTOMER in the event this provision is exercised, and CUSTOMER shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit CUSTOMER to terminate the Entire Agreement in order to acquire similar services from another party.

**Section 1.05. Substantial Completion and Final Completion.**

(a) Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, as defined by Wyoming Statute § 16-6-101(a)(xi), 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. Prior to Substantial Completion, Owner will be entitled to withhold as contract retainage five percent (5%) of each progress payment.

(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 thirty(30) 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.

**1.06. Liquidated Damages.** Trane and Customer recognize that time is of the essence of this Agreement and that Customer will suffer financial loss if Work is not substantially complete within the times specified in 1.05. a & b above, plus any extensions thereof allowed in accordance with this Agreement. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Customer if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Customer and Trane agree that as Liquidated Damages, for delay, to the extent the delay is caused by the actions of Trane (including Trane's subcontractors), but not to the extent caused by Customer, other contractors, other third-parties, or events beyond the reasonable control of Trane, (but not as a penalty) Trane shall pay Customer an amount, as set forth hereafter, provided Trane received an acceptable order released for immediate production.

1. Substantial Completion: Two Thousand Seven Hundred Dollars (\$2,700) for each calendar day that expires after Substantial Completion until the Work is Substantially Completed.
2. Company shall not be liable for any other damages for failure to make timely delivery or delays and in no event shall the above damages exceed Five Hundred Thousand Dollars (\$500,000.00).

**Section 1.07. 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 1.08. 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 1.09. 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 1.10. 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 1.11. 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 a mutually agreed upon and written Change Order will be issued with , an equitable and mutually agreed upon adjustment in the Contract Price, Contract Time, or both.

**Section 1.12. 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 1.13. 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 1.14. Adjustment to Contract Time.** Upon mutual agreement by the Customer, Trane may 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 1.15. Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

**Section 1.16. Pre-Existing Conditions.** Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

**Section 1.17. Change in Law.** The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) Trane shall have the right to increase the Contract Price to cover any increased costs related to or associated with the Change in Law, (ii) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either



Party to perform or comply with any material obligations of this Agreement, either Party may terminate this Agreement upon ten (10) business days written notice to the other party and such termination shall be deemed termination without cause, or (iii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either party to perform or comply with any material obligation under this Agreement, then either Party shall be entitled to terminate this Agreement upon ten (10) business days written notice to the other party without any liability to the other party (except for payment by Customer of amounts due for any completed Services which remain unpaid as of the effective date of such termination).

## ARTICLE 2 - CUSTOMER'S OBLIGATIONS

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

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

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

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

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

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

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than forty-five (45) 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 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 thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or

(4) 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. [Reserved]**

**Section 3.03** 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.** TRANE shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, TRANE shall furnish CUSTOMER with a certificate of insurance (COI) to be received and approved by CUSTOMER before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive TRANE'S obligation to provide them. All foregoing aggregates shall be per policy, not per project/location. Insurance including completed operations coverage shall be maintained for one (1) year after acceptance of Subcontractor's work by Contractor. Any additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by TRANE's acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations.

a. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$6,000,000** per occurrence with a **\$12,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If TRANE maintains higher limits than the minimums shown above, CUSTOMER requires and shall be entitled to coverage for the higher limits maintained by TRANE.

b. Primary and Non-Contributory: For any claims related to this contract, TRANE'S insurance coverage shall be primary insurance as respects CUSTOMER, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the TRANE'S insurance and shall not contribute with it.

c. Waiver of Subrogation: TRANE hereby grants to CUSTOMER a **waiver of any right to subrogation** which any insurer of said TRANE may acquire against the Entity by virtue of the payment of any loss under such insurance. TRANE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**ARTICLE 4 - HAZARDOUS MATERIALS**

**Section 4.01. Asbestos and Hazardous Materials.** (a) Trane's Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde,



foam insulation, asbestos, asbestos-containing materials (“ACM’s”), polychlorinated biphenyl (“PCB”), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

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

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

## **ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY**

**Section 5.01. Indemnification.** To the fullest extent permitted by law, Trane shall indemnify and hold harmless the Customer, , employees, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, death, or to injury to or destruction of tangible property



(other than the Work itself) and (b) is caused in whole or part by any negligent act or omission of Trane, or Trane's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

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

**Section 5.03. COVID-19 LIMITATION ON LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

## ARTICLE 6 - WARRANTY

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

**THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**



**ARTICLE 7 - GENERAL PROVISIONS**

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

<b>If to Trane:</b>	Trane	<b>If to Customer:</b>	<b>Laramie County, Wyoming Government</b> 310 W. 19 <sup>th</sup> St. Cheyenne, WY 82001
	Attention:		

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 or Trane may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Customer or 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.** The parties mutually understand and agree the Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive CUSTOMER's governmental immunity as provided in the Agreement.

**Section 7.04. Term of Agreement.** The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term. The Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. In the event of termination for any reason other than Trane's actual default, Customer agrees to pay Trane the for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Trane, including anticipatory profits

**Section 7.05. Entire Agreement, Agreement Controls.** This Agreement and these pages consist of the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement, Proposal, Project Clarifications, Scope of Work and Terms and Conditions collectively, shall be referred to as the "Entire Agreement" for the remainder of the document. Where a conflict exists or arises between any



provision or condition of this Agreement and any other document within the Entire Agreement, this Agreement shall control. 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. Retention of Records.** TRANE agrees to retain all required records for three (3) years after the CUSTOMER makes final payment and all other matters relating to this Agreement are concluded. TRANE agrees to permit access by CUSTOMER or any of its duly authorized representatives to any books, documents, papers and records of TRANE which are directly pertinent to this Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by TRANE under this contract shall be considered the property of CUSTOMER and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for convenience of CUSTOMER, will be turned over to CUSTOMER.

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

- Exhibit A: Schedule of Values
- 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.** Neither party shall be liable to perform or be considered in default under the Agreement if such failure to perform arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party. Either Party shall give prompt written notice of such facts to the other Party and its 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. Customer must receive copy of Payment and Performance bonds at the time of Agreement execution.

**Section 7.12. Tarriff/Exports Provision.** All existing tariffs, import duties and export clearances and related insurances have been accounted for in the pricing in Section IV. Any future value added taxes, tariffs, duties, and similar charges imposed upon TRANE will be mutually agreed upon by both parties, through a written change order. The Customer requires TRANE to provide written proof of any said imposed tariff. This detail shall include a detailed breakdown of the dollar value of the tariff, to include a breakdown of what material or equipment the tariff is being applied to.

**Section 7.13. Governmental/Sovereign Immunity:** CUSTOMER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Entire Agreement. Further, CUSTOMER fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

**Section 7.14 Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

**Section 7.15 ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

**Section 7.16 Conflict of Interest:** Each party affirms, to their knowledge, no Trane employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of Trane, compensated either partially or wholly with funds from the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Agreement.

**Section 7.17 Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Agreement.



**Construction Agreement**

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

**Trane U.S. Inc.**

DocuSigned by:  
By: Ty Vierling  
88DDEBEE885D474...  
(Signature)

Ty vierling  
(Printed Name)

Title: Director Energy Services NA

Date: 3/5/2026

**Laramie County, Wyoming Government**

Signed by:  
By: [Signature]  
6F3ECDB0F5F740E...  
(Signature)

Gunnar Malm  
(Printed Name)

Title: Chairman

Date: 3/6/2026

Attest:

Signed by:  
Debra Lee  
84474688AC27493...

Debra Lee

Laramie County Clerk

3/6/2026

Approved as to Form:

Signed by:  
By: [Signature]  
10F44F1FA647414...

Brad Lund  
(Printed Name)

Title: Senior Deputy County Attorney

Date: 3/6/2026

**Construction Agreement**  
**Exhibit A – Payment Schedule**

<p><b>EXHIBIT A</b> <b>Schedule of Values</b></p>
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Customer will make payments in the amounts set forth in the following schedule:

Scope Description		Material / Equipment	Installation	Total (\$)
1	Project Development Agreement (PDA) (*Separately Billed*)	N/A		\$421,596
2	Mobilization	N/A		\$1,198,537
3	Payment and Performance Bond	N/A		\$118,954
4	Chilled Water System	\$637,885	\$1,488,398	\$2,126,283
5	Heating Water System	\$667,382	\$1,557,225	\$2,224,607
6	Air Handling Units	\$559,225	\$1,304,857	\$1,864,082
7	VAV Installation	\$1,045,720	\$2,440,013	\$3,485,733
8	Lighting	\$106,659	\$248,870	\$355,529
9	Ceiling Tile Installation	\$127,239	\$296,890	\$424,129
10	Temporary Power (Electrical)	\$20,301	\$47,369	\$67,670
11	Startup & Verification	N/A		\$119,853
Total				\$12,406,973

**Construction Agreement**  
**Exhibit A – Payment Schedule**

Month	Estimated Invoice	Cumulative Invoices	Cumulative Percent Complete
PDA	\$421,596	\$421,596	-
M1	\$1,251,616	\$1,673,212	10%
M2	\$63,000	\$1,736,212	11%
M3	\$126,000	\$1,862,212	12%
M4	\$252,000	\$2,114,212	14%
M5	\$504,000	\$2,618,212	18%
M6	\$756,000	\$3,374,212	25%
M7	\$756,000	\$4,130,212	31%
M8	\$756,000	\$4,886,212	37%
M9	\$1,013,449	\$5,899,661	46%
M10	\$1,013,449	\$6,913,110	54%
M11	\$1,013,449	\$7,926,559	63%
M12	\$1,013,449	\$8,940,008	71%
M13	\$1,013,449	\$9,953,457	80%
M14	\$756,000	\$10,709,457	86%
M15	\$594,246	\$11,303,703	91%
M16	\$252,000	\$11,555,703	93%
M17	\$252,000	\$11,807,703	95%
M18	\$599,269	\$12,406,972	100%

***Construction Agreement***  
***Exhibit B – Scope of Services***

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

The Services are defined as the following:

- **Reference: "2020 Carey Ave HVAC Replacement Project Final 1.13.2026"**

**Construction Agreement**  
**Exhibit C – Description of Premises**

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

The Premises are described as follows:

- Owner Description
  - o Owner Name
    - Laramie County, Wyoming Government
  - o Location:
    - 2020 Carey Ave Ste 700  
Cheyenne, WY  
82001
  - o Facility Information
    - Office Space
    - Leased spaces
    - Seven of nine floors occupied by tenants
    - Occupied with tenants
    - 9 Story facility
    - Roughly 75,000 Square Feet
    - 96 Surface Parking Spaces with some covered parking available

**Construction Agreement**  
**Exhibit D.1 – Substantial Completion**

**EXHIBIT D.1**  
**Certificate of Substantial Completion**

**Certificate of Substantial Completion**

**{Customer & project name}**  
**Trane Project No.: 825552**  
**Date Certificate Submitted to Customer: XX/XX/XXXX**

The Services performed pursuant to the Construction Agreement (“Agreement”), by and between Trane U.S. Inc. (“Trane”), and Laramie County, Wyoming Government (“Customer”), dated as of XX/XX/XXXX, 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: XX/XX/XXXX

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: \_\_\_\_\_

**Laramie County, Wyoming Government**

\_\_\_\_\_  
(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.: 825552**

**Date Certificate Submitted to Customer: XX/XX/XXXX**

The Services performed pursuant to the Construction Agreement (the "Agreement"), by and between Laramie County, Wyoming Government ("Customer") and Trane U.S. Inc., dated as of XX/XX/XXXX, has been inspected by the undersigned Customer and have been determined to be finally complete.

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

**Trane U.S. Inc.**

By: \_\_\_\_\_

*(Signature)*

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

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

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

**Laramie County, Wyoming Government**

\_\_\_\_\_  
*(Customer)*

By: \_\_\_\_\_

*(Signature)*

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

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

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



# 2020 Carey Ave HVAC Replacement Project

## *Trane Construction Proposal*



**Construction Proposal For**  
Laramie County Government  
Complex

**Local Trane Office**  
Trane U.S. Inc.  
2416 Donella Ct Unit D, Fort  
Collins, CO 80524

**Local Trane Representative**  
Sam Greenwood  
720-995-4149

**Proposal ID:** 8255552  
**COOP Quote Number:** V7-  
193764-25-004  
**COOP ID:** OMNIA Racine #3341

**Date:** January 20, 2026

**Prepared For:**

Laramie County Government Complex

**Date:**

January 20, 2026

**Job Name:**

2020 Carey Ave HVAC Replacement Project

**Proposal ID:**

8255552

**Delivery Terms:**

Freight Allowed and Prepaid – F.O.B. Factory

**Payment Terms:**

Net 30

**Proposal Expiration Date:**

30 Days (February 20, 2026)

## Scope of Work

### Overall Scope Items

- Project management and site supervision
  - Coordination of design, engineering, permitting, and construction
- One-year project warranty
- 5-year equipment warranty on installed Trane equipment
  - Air-Cooled Chiller
  - AHU-3 Climate Changer
- Inclusion of performance and payment bond
- Mechanical and electrical permits

### Base Project

- “Scope of Work” and notations within are based on the following negotiated scope of work with Laramie County Facilities, site surveys performed on 12/3/2025-12/12/2025, and the construction documents drawn by Climate Control dated 12/12/2025.
- Turnkey installation of replacing HVAC systems within the 2020 Carey Ave building. Systems including chilled water, heating water, controls, and lighting system with the option to replace the acoustical ceiling tiles on each floor. Equipment is to be replaced based on the specifications given in the drawings provided by engineer.

### Mechanical Installation

#### 1. Equipment Demolition and Replacement:

- Existing chiller, cooling tower, associated pumps to be demoed
- Install new roof-mounted air-cooled chiller
  - 1. Furnish structure with railing around air-cooled chiller.
  - 2. New steel I-Beam structure to accept frame of chiller.
- Install new chilled water pumps, associated piping, and insulation on all piping as required.
- Demo and install new heating water pumps, associated piping, and specialty accessories; includes boiler room work to tie into existing boilers.
- Install new hydronic isolation valves on hydronic piping at each floor level.
- AHU-1, AHU-2: The existing Fans with Inlet Guide Vanes will be removed and replaced with new Fan Array Walls. The existing Hot Water Coil and Chilled Water Coil will be removed and replaced with new coils and new circulation pumps. Outside Air Damper, Return Air Damper, and Exhaust Air Dampers will receive new DDC actuators.



- AHU-3: Remove and replace existing AHU, relocating from mezzanine mechanical room to location of existing cooling tower for improved access.
- Remove and replace all existing variable air volume boxes (VAVs) and radiant heat panels called out in the 12/12/2025 design documents.
  1. New VAVs are supplied with hot water reheat coils.
- 2. **Ductwork Installation:**
  - Provide new supply and return grilles as required to match new ceiling configurations.
  - Insulate all ductwork and piping associated with the mechanical work.
  - Fabricate and install all ductwork required for new fans and VAVs.
- 3. **Testing & Balancing:**
  - Test and balance chilled water, heating water and air systems.
  - Provide client with all final TAB reports.
- 4. **Ceiling and Roof Rework**
  - Perform required roof patching from chiller stand and pipe penetrations.
  - Install new insulated perimeter curb and removable cover for the existing cooling tower opening.
- 5. **Crane & Rigging Services:**
  - Provide equipment removal and placement support including lifts, cranes, and rooftop rigging as required.

## Electrical Installation

1. **Disconnection & Demolition:**
  - Demo of existing electrical components for chilled water system, heating water system, AHU-1, 2, & 3, existing controls system, and existing MCC per 12/12/2025 design documents.
2. **New Equipment Power Installation**
  - Coordinate the shutdown of all existing building equipment and services for removal and new connections with building owner.
  - Coordinate Lockout/Tagout (LOTO) procedures with building operations.
  - Provide and install necessary conduits and wire for replacement of
    - Chilled water system: chiller, chilled water pumps
      1. Demo for electrical components on the chilled water system
      2. Power to new chiller
      3. Wire factory mounted chiller disconnect
      4. All power for associated chilled water pumps
      5. Required racks for pumps/disconnects to be mounted on
    - Heating Water System - Boiler system: boilers, heating water pumps, unit heaters
      1. Demo of existing boiler system/boiler room, electrical components for HWS
      2. Power to new boiler system pumps
      3. Power to new unit heaters on 9th floor and basement
      4. Remainder of power and EPOs for new boilers set
      5. All required racks for pumps/disconnects
    - AHU modifications: Power for three new AHUs, 120V power circuits to each floor for VAV transformer feeds, Fire alarm support for AHUs (including programming)
      1. Demo of existing electrical components to all 3 AHUs
      2. Demo of boiler room AHU electrical
      3. Demo of existing MCC
      4. New 800amp switchgear to replace existing MCC with associated breakers
      5. Power to new AHUs, for all 3
      6. 120v circuit power to each floor for transformers for 24v VAVs
      7. Fire alarm for supply and return of AHUs, including programming
    - Installation of a new 800-amp switchgear (replacing MCC) with associated breakers
3. **Controls & BAS Wiring:**
  - Controls system: installation of conduit and low voltage wiring



## Controls Installation

The Trane Company will provide a modification to the existing Trane Tracer SC+ Building Automation System (BAS) for the above-mentioned project with the following qualifications, and with reference to the attached terms and conditions:

### Project Notes:

- The existing JCI Metasys Building Automation System will be removed and replaced with a new Trane Tracer SC+ System. The existing BAS is a mixture of DDC Controls and Pneumatic Controls.

### Items provided by Trane BAS Department:

- Engineered Control Drawings, Installation, Labor, and Material, Project Supervision, System Programming, BAS Checkout and Verification, Standard / Custom Graphics Package, One-year (1) Parts and Labor Warranties, and Onsite Owner Training Sessions
- Pre-Functional / Functional Testing Assistance with Commissioning Agent

### Items Controlled and Monitored through the BAS:

- **Provide (2) new Tracer SC+ System Controllers**
  - Provide and install Enclosure for each
    - Locate (1) on Floors 3 and 9
    - The Enclosure will require 120V power from Electrical Contractor, Trane to coordinate panel locations and power requirements with Electrical Contractor.
  - Provide and wire (15) Trane Air-Fi Wireless Communication Interface (WCI) Coordinators
    - Install (1) on Floors 1, 2, and 9. Install (2) on Floors 3 through 8.
  - Provide (10) Tracer SC+ BACnet Device Licenses
  - Provide (1) 5-Port Ethernet Switch and install in on of the Tracer SC+ Enclosure
    - Install ethernet cable from each Tracer SC+ to the ethernet switch
    - Install ethernet cable to Owner provided IP Port and coordinate IP Address
- **New Air-Cooled Chilled Water System**
  - Provide Trane SY500 BACnet Controller with Expansion Module
    - Provide and install new Controls Enclosure
    - Re-terminate 120VAC power to the Enclosure integral transformer
    - Wire new BACnet MSTP Communication Link to the Tracer SY500
  - (1) New Air-Cooled Chiller (located on Roof); CH-1
    - Wire new BACnet MSTP Communication Link to the Chiller
  - (2) New Pumps; CWP-1 and CWP-2
    - Wire new BACnet MSTP Communication Link to the Pump VFDs
    - Provide and wire Pump Start / Stop, Status, and VFD Signal for each pump
  - Provide (1) 2-Way Minimum Flow Bypass Control Valve and wire 2-10VDC Signal and Feedback
  - Provide and wire (1) Minimum Flow Meter
  - Provide and wire (1) Chilled Water System Differential Pressure Transducer
  - Provide and wire (2) Immersion Temperature Sensors; CHWS and CHWS
- **New Heating Water System**
  - Provide Trane SY500 BACnet Controller with Expansion Module
    - Provide and install new Controls Enclosure
    - Re-terminate 120VAC power to the Enclosure integral transformer
    - Wire new BACnet MSTP Communication Link to the Tracer SY500
  - (4) New Boilers; B-1, 2, 3, and 4
    - The Boilers to be configured Master and Subordinate
      - Wire new BACnet MSTP Communication Link to the Master Boiler
      - Wire new Cascade Communication Link to the Subordinate Boiler
      - Wire factory provided HWS Header Temperature Sensor to the Master Boiler
      - Wire factory provided Outside Air Temperature Sensor to the Master Boiler
      - Provide and wire System Enable / Disable and Alarm to the Master Boiler
  - (4) New Boiler Circulation Pumps; BP-1, 2, 3, and 4
    - Provide and wire Pump Start / Stop to each associated Boiler



- Provide and wire Pump Status for each pump
  - (2) New Pumps; HWP-1 and HWP-2
    - Wire new BACnet MSTP Communication Link to the Pump VFDs
    - Provide and wire Pump Start / Stop, Status, and VFD Signal for each pump
  - Provide and wire (1) Heating Water System Differential Pressure Transducer
  - Provide and wire (2) Immersion Temperature Sensors; Common HWS and Common HWR
  - Provide and wire (1) Outside Air Temperature / Humidity Sensor
  - Provide additional Technician Time for Boiler “Re-Start Up”
  - Provide (1) New Emergency Power Off (EPO) Switch
    - Wire EPO Switch to shut down each Boiler
    - Wire EPO Switch Status
- **(1) Existing Air Handling Unit (Built-Up)**
  - Tagging: AHU-1
  - The existing Fans with Inlet Guide Vanes will be removed and replaced with new Fan Array Walls. The existing Hot Water Coil and Chilled Water Coil will be removed and replaced.
  - Outside Air Damper, Return Air Damper, and Exhaust Air Dampers will receive new DDC actuators.
  - Provide Trane SY500 BACnet Controller with Expansion Module
    - Provide and install new Controls Enclosure
    - Re-terminate 120VAC power to the Enclosure integral transformer
    - Wire new BACnet MSTP Communication Link to the Tracer SY500
  - New Supply Fan Array (assumes (4) Fans); SF-1
    - Wire new BACnet MSTP Communication Link to the Fan VFD
    - Provide and wire Fan Start / Stop and VFD Signal
    - Provide and wire (4) Fan Statuses
  - New Return Fan Array (assumes (4) Fans); RF-1
    - Wire new BACnet MSTP Communication Link to the Fan VFD
    - Provide and wire Fan Start / Stop and VFD Signal
    - Provide and wire (4) Fan Statuses
  - Wire new Outside Air Damper Actuator 2-10VDC Signal and Feedback
  - Wire new Minimum Outside Air Damper Actuator 2-10VDC Signal and Feedback
  - Wire new Return Air Damper Actuator 2-10VDC Signal and Feedback
  - Wire new Exhaust Air Damper Actuator 2-10VDC Signal and Feedback
    - All the Damper sizes to be verified.
    - All the Actuators to be 24VAC, Spring Return, and Modulating
  - Provide new 3-Way Heating Water Valve and wire 2-10VDC Signal and Feedback
  - Provide new 3-Way Chilled Water Valve and wire 2-10VDC Signal and Feedback
  - Provide and wire new Heating Water Pump HCP-1 Start / Stop and Status
  - Provide and wire new Chilled Water Pump CCP-1 Start / Stop and Status
  - Provide and wire new Averaging Discharge Air Temperature Sensor
  - Provide and wire new Averaging Return Air Temperature Sensor
  - Provide and wire new Averaging Mixed Air Temperature Sensor
  - Provide and wire new Averaging Heating Coil Leaving Air Temperature Sensor
  - Provide and wire new Duct Pressure Transducer and install poly-tubing to new Duct Static Pressure Reference
  - Provide and wire new Building Pressure Transducer and install poly-tubing to the new Space Static Pressure Reference and new Outside Air Reference
  - Provide and wire new Filter Pressure Transducer and install poly-tubing to the duct references
  - Provide Functional Devices Fan Safety Circuit and wire to shutdown each Fan. Wire the following Safeties:
    - Wire new Smoke Detectors, provided, installed, and powered by others
    - Provide and wire new High Static Pressure Switch and install poly-tubing to the dedicated High Static Duct Pressure Reference.
    - Provide and wire new Low Limit Thermostats



- **(1) Existing Air Handling Unit**

- Tagging: AHU-2
- The existing Fans with Inlet Guide Vanes will be removed and replaced with new Fan Array Walls. The existing Hot Water Coil and Chilled Water Coil will be removed and replaced.
- Outside Air Damper, Return Air Damper, and Exhaust Air Dampers will receive new DDC actuators.
- Provide Trane SY500 BACnet Controller with Expansion Module
  - Provide and install new Controls Enclosure
  - Re-terminate 120VAC power to the Enclosure integral transformer
  - Wire new BACnet MSTP Communication Link to the Tracer SY500
- New Supply Fan Array (assumes (2) Fans)
  - Wire new BACnet MSTP Communication Link to the Fan VFD
  - Provide and wire Fan Start / Stop and VFD Signal
  - Factory provided (2) Fan Statuses
- New Return Fan Array (assumes (2) Fans); RF-2
  - Wire new BACnet MSTP Communication Link to the Fan VFD
  - Provide and wire Fan Start / Stop and VFD Signal
  - Factory provided (2) Fan Statuses
- New Exhaust Fan; EF-2
  - Wire new BACnet MSTP Communication Link to the Fan VFD
  - Factory provided Fan Start / Stop, Status and VFD Signal
- Wire new Outside Air Damper Actuator 2-10VDC Signal and Feedback
- Wire new Return Air Damper Actuator 2-10VDC Signal and Feedback
  - All the Damper sizes to be verified.
  - All the Actuators to be 24VAC, Spring Return, and Modulating
- Provide new 3-Way Heating Water Valve and wire 2-10VDC Signal and Feedback
- Provide new 3-Way Chilled Water Valve and wire 2-10VDC Signal and Feedback
- Provide and wire new Heating Water Pump HCP-2 Start / Stop and Status
- Provide and wire new Chilled Water Pump CCP-2 Start / Stop and Status
- Provide and wire new Probe Discharge Air Temperature Sensor
- Provide and wire new Probe Return Air Temperature Sensor
- Provide and wire new Averaging Mixed Air Temperature Sensor
- Provide and wire new Probe Heating Coil Leaving Air Temperature Sensor
- Provide and wire new Duct Pressure Transducer and install poly-tubing to new Duct Static Pressure Reference
- Provide and wire new Building Pressure Transducer and install poly-tubing to the new Space Static Pressure Reference and new Outside Air Reference
- Provide and wire new Filter Pressure Transducer and install poly-tubing to the duct references
- Provide Functional Devices Fan Safety Circuit and wire to shutdown each Fan. Wire the following Safeties:
  - Wire new Smoke Detectors, provided, installed, and powered by others
  - Provide and wire new High Static Pressure Switch and install poly-tubing to the dedicated High Static Duct Pressure Reference.
  - Provide and wire new Low Limit Thermostats

- **(1) New Air Handling Unit**

- Tagging: AHU-3
- The existing will be removed and replaced with a Vertical Modular Air Handler with Integral Fans
- Factory installed Trane SY500 BACnet Controller with Expansion Modules
- The following will be factory installed and wired:
  - Supply Fan Array Start / Stop and VFD Signal
  - Return Fan Array Start / Stop and VFD Signal
  - Outside Air Damper Actuator 2-10VDC Signal
  - Return Air Damper Actuator 2-10VDC Signal
  - Discharge Air Temperature Sensor
  - Mixed Air Temperature Sensor
  - Heating Coil Leaving Air Temperature Sensor
  - Duct Static Pressure Transducer



- Filter Pressure Switch
  - Low Limit Thermostat
- The following additional field wiring and installation to be provided:
  - Wire new BACnet MSTP Communication Link to the Trane SY500 Controller
  - Wire new BACnet MSTP Communication Link to each Fan VFD
  - Provide and wire (2) Supply Fan Statuses
  - Provide and wire (2) Return Fan Statuses
  - Provide new 3-Way Heating Water Valve and wire 2-10VDC Signal and Feedback
  - Provide new 3-Way Chilled Water Valve and wire 2-10VDC Signal and Feedback
  - Provide and wire new Heating Water Pump HCP-3 Start / Stop and Status
  - Provide and wire new Chilled Water Pump CCP-3 Start / Stop and Status
  - Provide and wire new Return Air Temperature Sensor
  - Install poly-tubing from the new Duct Static Pressure Reference to the factory installed Duct Pressure Transducer
  - Provide Functional Devices Fan Safety Circuit and wire to shutdown each Fan. Wire the following Safeties:
    - Wire new Smoke Detectors, provided, installed, and powered by others
    - Provide and wire new High Static Pressure Switch and install poly-tubing to the dedicated High Static Duct Pressure Reference.
- **(4) New Exhaust Fans**
  - Tagging: EF-1, 2, 3, 4
  - Wire to the nearest Trane BACnet Controller
  - Provide and wire Fan Start / Stop and Status
- **(140) New Trane VAV Terminal Units with Hydronic Reheat**
  - Tagging: (VAVs on Floors 1<sup>st</sup> through 9<sup>th</sup>)
  - Factory installed Trane SY210 BACnet Controller with Trane Air-Fi WCI
  - The following additional field wiring / installation to be provided:
    - Wire 24VAC power to the controller from new field installed Power Panels
    - Provide new 2-Way Hot Water Control Valve and wire 2-10VDC Signal
    - Provide and wire Discharge Air Temperature Sensor
    - Provide and install Trane Air-Fi Wireless Space Temperature Sensor with Display
  - The VAVs will communicate wirelessly to the Tracer SC+
- **Generator Room Zone Sensor**
  - Wire and install new zone temperature sensor with Display
- **(2) Sump Pump Status**
  - Monitored from nearest Controller
  - Monitor status from control panel alarm contact

## Lighting Installation

### 1. Base Lighting Scope

- Retrofit non-LED lighting with new LED interior and exterior materials listed in scope.
- Material shall be manufactured by Trane-approved suppliers.
- New lighting systems shall be code/standard compliant where applicable. Existing wiring deficiencies are not included in this scope unless expressly stated in the inclusions below.
- Existing demoed lighting materials shall be removed and disposed of/recycled in accordance with current codes.
- **Interior Lighting**
  1. Affected lighting circuits shall be deenergized and secured by performing required lock out/tag procedures.
  2. Existing fixtures shall be prepared for retrofit by removing lamps and ballasts.
  3. The retrofits shall be installed and wired according to the manufacturer's specifications including the installation of LED drivers and battery backup units.
  4. All lamp holders shall be replaced regardless of condition.
  5. The fixture shall be cleaned of fingerprints, dry wiped and tested for proper operation.

6. All installation debris shall be removed from the work area.
  - **Exterior Lighting**
    1. Affected lighting circuits shall be deenergized and secured by performing required lock out/tag procedures.
    2. Existing fixtures shall be removed and disposed of/recycled in accordance with current codes.
    3. Replacement fixtures shall be installed and wired according to the manufacturer's specifications including the installation of battery backup units.
    4. The fixture shall be cleaned of fingerprints, dry wiped and tested for proper operation.
    5. All installation debris shall be removed from the work area.
  - **Basic Lighting Control**
    1. Wall switch dual technology occupancy sensor
2. **Refer to appendix A-Lighting Retrofit Scope**

## Recommended Value Adds

### Acoustic Ceiling Replacement

1. **Replacement of existing ceiling tiles:**
  - Lay down film adhesive floor protection.
  - Remove ceiling grid and tile, drywall ceilings, and acoustibuilt ceilings.
  - Installation of new ceiling tile and grid.
    - Replacement of Armstrong Products ceiling tiles for Floors 1-6 & 9.
    - Replacement of custom ceiling tiles for Floors 7-8 (to match existing).
  - Includes:
    - 10% owner stock on all tile types.
    - Dumpster and trash removal.
    - Remove floor protection and clean up.
    - Level 4 finishes on drywall ceilings.

### Temporary Power

1. **Power for electrical service for Penthouse MCC switchover**
  - Switchover from existing service to temporary power expected to take two days
  - Switchover from temporary power to permanent power expected to take two days
  - Only mechanical equipment associated with Penthouse MCC to be affected in switchover
    - HVAC services expected to be interrupted during switchover process

## Optional Add

### Lighting Controls Integration

1. **Lighting Controls**
  - Avi-on labs controls provides Bluetooth connectivity with mesh, gateway-free lighting control system
  - Controls system capabilities to allow facility managers to coordinate building-wide lighting from a single, intuitive interface
  - Material shall be manufactured by Trane-approved suppliers.



## Current Lead Times

Based on lead times as of January 20<sup>th</sup>, 2026

Major Equipment	Lead Time
Chiller	20 Weeks
AHU-3	10 weeks
Switchgear MCC	12 Weeks
Fan Arrays, AHU Coils	6 Weeks
VAVs	6 weeks

## Anticipated High-Level Equipment Replacement Schedule

Overall Anticipated Project Timeline	
Milestone	Expected Date
Proposal Presentation (Commissioner Meeting)	1/20/2026
Laramie County Contract Approval	1/21/2026
Engineering Construction Documents	1/31/2026
Submittals Approved	2/27/2026
Construction Mobilization	4/1/2026
Substantial Completion	6/30/2027
Final Construction Completion	7/30/2027

- Dates are estimates at this time and will be finalized upon contract execution and Trane mobilization.

## Clarifications

- All work will be conducted during normal business hours (9:00 AM to 5:00 PM, Monday through Friday, excluding holidays).
- This proposal does not account for "Premium Time, Overtime" or price contingencies.
  - Owner requested after hours work will be provided in separate proposal.
- The release of equipment orders and the provision of services are contingent upon the receipt of a purchase order/subcontract and credit approval.
- All shipping times are estimates and will commence from the date the factory accepts the equipment orders.
- Trane will not perform any work if the working conditions pose a risk to the safety of our employees or subcontractors.
- Our estimate is based on the information and site conditions available at the time of assessment. However, there may be unknown existing conditions or required engineering changes that could affect the scope of work. Should any of these or other unforeseen conditions be encountered during the project, it may be necessary to adjust the scope of work and associated costs accordingly. We will promptly notify you of any such conditions and provide a revised estimate for your approval before proceeding with the additional work.
- Trane will not proceed with work in unsafe conditions.
- Architectural disturbance is limited to curbs, penetrations, or supports required for new chiller.
- Final clean-up and debris removal as scoped.
- Demolition of existing pneumatic controls associated with HVAC equipment. Cap where needed for existing fire smoke dampers.
- Fire/smoke dampers will remain under pneumatic control. Pneumatic air compressor to remain.
- HVAC items will be updated to DDC controls. Fire and life safety items will be owners' responsibility to coordinate and commission.
- Design is to reuse the existing feed to new switchgear when replacing the MCC.
- Owner is responsible for preparing floors for construction. Includes but is not limited to moving tenants, furniture, and coordinating project schedule with existing tenants.



- Expectations for scheduled mechanical floor by floor work relies on adequate tenant cooperation. Trane will ensure customer is notified well in advance so that sufficient notice can be given to move occupants and allow for necessary work area in order to keep to intended schedule durations. Estimated durations are as follows:
  - Unoccupied floor work: 6 Weeks
  - Occupied floor work: 10 weeks
  - Occupied floor work (Floor 7&8): 12 Weeks
- Scheduled equipment shutdowns/replacements may result in extended downtime. Trane will provide coordination with facility personnel to minimize impact.
- Not responsible for startup, performance, installation, and/or warranty items related to boilers installed in November 2025.
- Facility is located within Seismic Zone 1. Code does not require seismic design per engineer.
- Lighting warranty
  - 10-year warranty on Keystone products.
  - 5-year warranty on tubes and drivers by Espen.
- Any building electrical utility upgrades required that are not expressly included in this scope of work are the responsibility of Laramie County. All Primary electrical service is excluded from the scope of work and is the responsibility of Laramie County.
- Customer to assist Trane with coordinating the following:
  - An area for equipment-tool storage/staging.
  - A staging area for crane, trucks, and large equipment during crane pick operations.
  - Designated parking spots for subcontractor vehicles.
  - A location for roll off container.
- Project closeout documentation to include submittals, as-built construction drawings, start-up reports, test and balance reports, and warranty reports for equipment.

## Exclusions

- Asbestos or hazardous material abatement and removal shall be performed by the customer, where applicable.
  - Construction cannot proceed until receipt of asbestos good faith survey.
- Existing unknown conditions or deficiencies in the system or building that fall outside the scope of work, or additional code requirements identified by the building inspector, are not included.
- Any service not explicitly listed in the scope is not included.
- Any finishing work, such as painting, drywall, and ceiling tile repair/replacement (presented as value add), is not included.
- Smoke damper and associated controls systems, fire systems, fire system tie-ins, or work related to life safety systems are not included. Smoke control modifications shall be coordinated with owner's designated contractors.
- Equipment screening, parapet wall modifications, and lightning protection required by the city or architectural codes are not included.
- Service/repair work not included on existing devices unless specified in scope of work above.
- Any work, integration, or control on the existing control systems not detailed in this scope of work.
- Any work or maintenance to existing mechanical equipment outside the scope of this work.
- Water chemical treatment of the existing hydronic system is excluded from the scope of work for this project. No testing, chemical analysis, chemical addition, cleaning, flushing, or ongoing treatment of the existing hydronic piping, equipment, or associated components will be performed or provided under this contract. Responsibility for any required water treatment services remains with the owner or their designated contractor.
- The installation of any permanent safety railing that may be required by local/federal jurisdiction for equipment that is within 10' of roof edge.
  - Exception: Installation of safety railing outside of roof hatch.
  - Exception: Service platform with railing around air-cooled chiller.
- BIM modeling.
- Labor for 3<sup>rd</sup> party commissioning.
- Temporary cooling, on-site portable utilities, or temporary services.
  - Temporary cooling presented in a separate proposal aside from the construction proposal.



### Pricing

<b>Base Construction Price</b> .....	<b>\$11,493,577</b>
- <b>Recommended Value Adds</b>	
o <b>Acoustic Ceiling Tile Replacement</b> .....	<b>\$424,129</b>
o <b>Temporary Power (Allowance)</b> .....	<b>\$67,670</b>
- <b>Previously Approved PDA Price</b> .....	<b>\$421,596</b>
o <b>Will be invoiced separately</b>	
o <b>Due upon signature of construction proposal</b>	
<b>Total Net Price</b> .....	<b>\$12,406,972</b>
- <b>Optional Value Add (Not included in total net price)</b>	
o <b>Lighting Controls</b> .....	<b>\$100,176</b>

*Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.*

### Financial Items Not Included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,

*Sam Greenwood*

Sam Greenwood  
Trane U.S. Inc.  
720-995-4149



## ACCEPTANCE

This proposal is subject to previously negotiated terms and conditions attached to this contract.

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

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Sam Greenwood	Cell: 720-995-4149 Proposal Date: January 20, 2026
<b>CUSTOMER ACCEPTANCE</b> Laramie County Government Complex	<b>TRANE ACCEPTANCE</b> Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date



## Appendix A – Lighting Retrofit Scope

### 1. Base Lighting Scope

- Attached in separate PDF

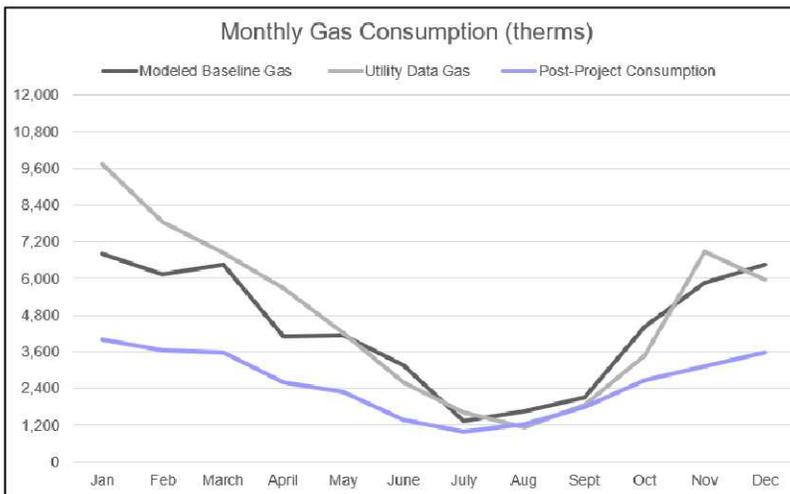
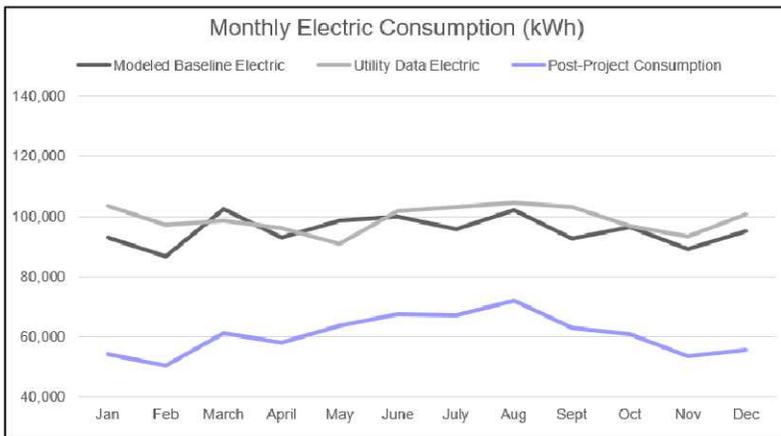
## Appendix B – Energy Savings Calculation

### 1. HVAC + Lighting Savings (Electric & Natural Gas)

Project Summary	Electric Usage Savings (kWh/yr)	Natural Gas Consumption Savings (therms/yr)	Utility Cost Savings (/yr)	Estimated O&M Savings (/yr)
2020 Carey - HVAC + Lighting Upgrade	314,327	15,990	\$ 45,731	\$ 9,146
<b>Total Annual Savings</b>			<b>\$</b>	<b>54,877</b>

### 2. HVAC + Lighting Consumption (Electric & Natural Gas)

Estimated Percent Reduction Upon Project Implementation		
Electric Consumption	Natural Gas Consumption	Annual Utility Cost
28%	32%	27%







## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b>	<b>NAMED INSURED</b> Trane U.S. Inc. dba Trane 445 Bryant St Unit 5 Denver, CO 80204 United States
<b>EFFECTIVE DATE:</b>	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** \_\_\_\_\_

Laramie County, Wyoming Government is included as Additional Insured where required by contract with respect to General Liability pursuant to applicable endorsement.

Job Description: HVAC & All Services

For questions regarding this certificate of insurance contact: Richard Zydzik Email: rmzydzik@trane.com Phone: (303) 228-3300