



Augusta-Richmond County, GA
EXHIBIT G
Performance Period Services

Trane will furnish the Performance Period Services described in this Exhibit G upon the terms and conditions contained herein. In the event of an inconsistency or conflict between the terms and conditions of this Exhibit G and the terms and conditions of the balance of this Agreement, the terms and conditions of this Exhibit G shall control.

1. **Generally.** Performance Period Services may include periodic measurement and verification of the Guarantee in accordance with Exhibit E and the sub-Exhibits thereto (the "M&V Services") and/or periodic maintenance of Customer's Premises, plant, or equipment (the "Maintenance Services") in accordance with the provisions of this Exhibit G.

2. **Scope of Performance Period Services**

A. **Measurement & Verification Services**

Trane shall provide the M&V (Measurement and Verification) Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto. The M&V Services shall include the preparation and submittal by Trane of an annual M&V Report in accordance with Section 10 of Exhibit E.

1. In general, Trane will perform IPMVP Option C analysis on these Augusta-Richmond County (ARC) meters:

Judicial Center

GPCO Meter #EB4531

Include BP/EPx4 (quarterly reporting) for the 18 year term, renewed annually

Municipal Building

GPCO Meter #3072310 Electric Boilers

GPCO Meter #3180583 Main City Hall Building

Include BP/EPx4 (quarterly reporting) for the 18 year term, renewed annually

Included as part of the Option C techniques are Trane's Building Performance (BP) and Energy Performance (EP) platforms, which contain the following:

- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
- Constant Commissioning verification by the BP cloud services
- Monthly review of automated test results
- Remote investigation of anomalies identified while reviewing the automated tests
- System date/time confirmation
- Current user configuration
- Schedule review noting changes and impact on facility operation and energy consumption
- The critical Area configuration functions and status
- The VAS configuration functions and status
- Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
- Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
- Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs



- Chiller Performance Review
 - Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Cooling Towers, pumps, and heat exchanger optimization
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
 - Customer User interaction to discuss system issues and needs, including a bank of 24 manhours annually for customer use to have a remote technician assist with setpoint changes and on-the-fly adjustments to operating parameters. These hours will be tracked by Trane and reported as requested.
2. In general, Trane will provide IPMVP Option A analysis on the ECMs installed in the following buildings. The M&V report will include necessary details on the pre- and post-retrofit measurements as well as a roll-up summary of the monthly or quarterly inspection reports throughout the performance year.
- a. Charles B. Webster Detention Center
Include BP/EPx4 (quarterly reporting) for the 18-year term, renewed annually
- 24/7/365 automated analysis of operating conditions using Trane's Building Performance (BP) cloud services
 - Constant Commissioning verification by the BP cloud services
 - Monthly review of automated test results
 - Remote investigation of anomalies identified while reviewing the automated tests
 - System date/time confirmation
 - Current user configuration
 - Schedule review noting changes and impact on facility operation and energy consumption
 - The critical Area configuration functions and status
 - The VAS configuration functions and status
 - Duct Static Pressure optimization effectiveness and adjustment of parameters to achieve the optimal operation through seasonal changes
 - Spaces indicating a temperature difference of greater than 2°F between the setpoint and space temperature.
 - Outside Air Damper positions and economizing functions as applied to IAQ and ventilation needs
 - Chiller Performance Review
 - Chiller Plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Hot water plant control parameters, configuration, and status
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging
 - Cooling Towers, pumps, and heat exchanger optimization
 - Accuracy of sequences, loop tuning, reset routines, etc. noting inefficiencies in operation such as swings in temperature, cycling, and staging



- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs,

b. Miscellaneous Small Buildings

Include Building Performance MV (BPMV) (annual reporting) renewed annually

For those buildings (typically smaller in size) where the energy savings is beneficial but not as significant as in larger buildings, this connection allows Trane to:

- set up automated diagnostics,
- trends, and
- alarms
- provides for Remote Support Service to analyze schedules and setpoints to help ensure the persistence of efficient operations

in those facilities. This feature aides Trane's Intelligent Systems technicians in analyzing the energy performance of a building and provides valuable feedback helping to ensure that the energy performance objectives are being attained.

Augusta Aquatics Center
Blythe Community Center
The Boathouse
Henry Brigham Senior Services Center
Carrie Mays Family Life Center
Carrie Mays Gymnasium
Richmond County Sheriff's Office Training Center Dining Hall
Downtown Parks Division Building
Eastview Community Center
Gracewood Community Center
IT Building
Jamestown Community Center
Richmond County Solid Waste Landfill Main Building
Richmond County Solid Waste Landfill Scale House
May Park Community Center
May Park Print Shop
McDuffie Woods Community Center
Newman Tennis Center
Old Government House
Richmond County Sheriff's Office Training Center Bunk House
Richmond County Sheriff's Office Training Center Meyers Building
Recreation, Parks, & Facilities – New Maintenance Shop
Recreation, Parks, & Facilities – Administrative Building
Sand Hills Community Center
Warren Road Community Center
WT Johnson Community Center

B. Building Automation System, BAS. Trane shall provide the following BAS Services with respect to the ECMs installed by Trane under the Agreement in accordance with the methods and procedures outlined in Exhibit E and the sub-Exhibits thereto.:

- SMP (Service Maintenance Plan) which provides SC firmware updates through Performance Period Years 1 and 2 for the twenty-seven (27) Application SCs
- Replacement of (42) CO₂ sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.
- Replacement of (36) Relative Humidity sensors in the Judicial Center in Years 3, 6, 9, 12, 15, and 18.



- CO₂ sensor calibrations
- RH/Temperature sensor calibrations
- Backup of System Controllers
- Cyber Security status to include running an exposure assessment
- Providing reports succinctly informing the customer of any findings and suggested operational changes or upgrades.
- Customer User interaction to discuss system issues and needs
- Remote access & user configuration
- yearly renewal of cellular router data plans
- Firmware status
- Panel resource usage to ensure critical levels are not being reached
- Device communication failures
- Override reporting by user with a focus on customer Key Metrics and Goals
- Alarm routing rules, classes, categories, and reporting
- Alarm analysis of frequency of occurrence, device type, impact on system operation

C. Maintenance Services. In addition to the M&V and BAS Services, Trane shall provide the following Maintenance Services with respect to the Covered Equipment listed below:

The Table below shows the various buildings on the left side of the table. Across the top of the table are the different conditions of current contracts on building/or equipment as well as a quick glance at what is proposed.

SELECT contracts are those that carry a commitment from Trane to cover costs associated with certain equipment failures. They include annual and quarterly maintenance visits as recommended by Trane operating manuals.

SCHEDULED contracts carry no commitment from Trane to cover costs associated with equipment failures, but the Owner can have assurance that the equipment has been maintained at the optimum levels to minimize failures and realize longer equipment life. SCHEDULED contracts as offered here can include either annual/semi-annual or annual/quarterly visits.

ANNUAL visits are included on each piece of equipment and are usually performed prior to the beginning of cooling season.

Semi-annual visits are included at various sites and are usually conducted at the beginning of heating season.

Quarterly visits are included at various more heavily used sites and allow us to keep a more critical eye on this equipment.

Filter changes are included at each visit. Filters are left on site for occupant/building manager use as needed.

Belt changes are included annually on equipment as needed.

Dynamic Air Filtration replacement media are included at noted sites.



Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi-Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Augusta Municipal Building	Chillers			X		X				
Augusta Richmond County Judicial Center	Chillers	New Chiller to be added		X		X			AHU 1-6 Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) at 3 year intervals
Diamond Lakes Community Center		Existing Chiller		X		X				
Augusta Animal Services		Existing Chiller	Existing ERU, Boiler, Pumps, BCU's	X		X	X			
Blythe Community Center			X	X	X		X	X		
Carrie J Mays Gymnasium			X	X	X		X	X		
Charles B Webster Detention Center	Chillers			X		X	X		Furnish only (installed by others) on an Annual basis	Furnish only (installed by others) on an Annual basis
Downtown Park Division			X	X	X		X	X		
Gracewood Community Center			X	X	X		X	X		
Henry Brigham Park Swim Center			X	X	X		X	X		
Jamestown Community Center			X	X	X		X	X		
May Park Community Center			X	X	X		X	X		
McDuffie Woods Community Center			X	X	X		X	X		
Newman Tennis Center			X	X	X		X	X		
Old Government House			X	X	X		X	X		
Recreation, Parks, and Facilities Administrative Offices			X	X	X		X	X		
Richmond Cty Muni S Waste Main Bldg*			X	X	X		X	X		
Richmond Cty Muni S Waste Scale House			X	X	X		X	X	X	
Richmond County			X	X	X		X	X		



Building Name	Currently Under SELECT Contract	Proposed SELECT Contract per this Agreement	Proposed SCHEDULED Contract	(1) Annual Visit	(1) Semi-Annual Visit	(3) Quarterly Visits	Filter Change Each Visit	Annual Belt Replacement Where Applicable	Dynamic Filtration Replacement Annually	UVC Lamp Replacement
Sheriff's Training Center Mess Hall										
Richmond County Sheriff's Training Center Myers Building			X	X	X		X	X		
Sand Hill Community Center			X	X	X		X	X		
WT Johnson Community Center			X	X	X		X	X		

*Richmond County Municipal Solid Waste Main Building service includes the parts and labor to replace the chemical media in the new odor control unit once per year.

3. Performance Period Services Price and Annual Adjustment. The Performance Period Services Price is set forth below as an annual amount that is subject to the annual adjustments provided for herein. Trane may invoice the Performance Period Services Price once each year, semi-annually, or quarterly and each such invoice shall be due in advance of performance of the Performance Period Services. Trane 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. Trane may discontinue Performance Period Services whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Performance Period Services Price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Effective upon each annual anniversary of the Performance Period Services Commencement Date, the annual Performance Period Services Price shall be adjusted upward by the Annual Adjustment Rate; thereafter, upon each anniversary of the Performance Period Services Commencement Date, the Annual Adjustment Rate shall be applied to the annual Performance Period Services Price as previously adjusted.

First Year Annual M&V Services Price \$ 99,789.00

First Year Annual BAS Services Price \$ 65,555.00

(the BAS Services is optional, and the final scope and price will be developed with Customer input during the implementation phase of the project)

First Year Annual Mechanical Services Price \$142,433.00

(the Mechanical Services is optional, and the final scope and price will be developed with Customer input during the implementation phase of the project)

Any Applicable Tax* and Freight N/A

First Year Annual Performance Period Services Price Total \$ 307,777.00

The Annual Services escalation or adjustment Rate will be equal to the previous year's Consumer Price Index.



(*\$0.00 tax is contingent upon Customer furnishing evidence to Trane of valid applicable exemption from sales/use or other applicable taxes.)

Term. Trane's obligations to furnish the Performance Period Services shall commence upon the Date of Final Completion as defined in Section 2.03 of this PACT Agreement (the "Performance Period Services Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in Exhibit E. Customer may terminate the Performance Period Services to the extent permitted by law and following the expiration of the first Guarantee Year upon not less than sixty (60) days advance written notice to Trane. If Customer terminates the M&V Services prior to the expiration of the Guarantee Term, this Agreement (together with the Guarantee) shall be deemed terminated and of no further force and effect as of the expiration of the Guarantee Year immediately preceding the effective date of such termination. If the effective date of the termination of this Agreement by Customer occurs in the middle of any Guarantee Year, Customer shall pay Trane (or be entitled to a refund in the case of a prepayment) the proportionate share of the applicable Performance Period Services Price.

Exhibit G Additional Terms and Conditions

Performance. Trane shall perform the Performance Period Services described in the schedules included with this Exhibit G with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Performance Period Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform Performance Period Services is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Customer shall perform required restoration at its cost prior to Trane being obligated to perform hereunder. Performance Period Services furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Performance Period Services, or an inspection by Trane prior to commencement of the Performance Period Services, indicates repairs are required, Customer shall authorize Trane to perform such repairs pursuant to a quote for the repairs provided by Trane. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and shall in no event become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Covered Equipment. Trane reserves the right to remove such items at its discretion.

Customer Obligations. Throughout the Term, Customer shall:

- a. Provide Trane reasonable and safe access to all Covered Equipment;
- b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- c. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the scope of Performance Period Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
- d. Promptly notify Trane of any unusual performance of Covered Equipment;



- e. Permit only Trane and/or qualified Customer approved personnel to repair or adjust Covered Equipment and/or controls during the Term;
- f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
- g. Unless water treatment is expressly included in the Performance Period Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance, except as expressly stated in Exhibit E to this Agreement;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment (that is not factory mounted) and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels; shells, coils, tubes, housings, castings, casings, drain pans, panels, ductwork; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses; unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic ; structural supports; and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, mis-adjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- d. Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this Agreement;
- e. Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- f. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- h. The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- i. Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
- j. Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- k. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- l. Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment;
- m.
- n. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;



- o. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Trane's Services, in which case, replacements shall in no event exceed ten percent (10%) of the rated system charge per year unless a greater percentage is expressly included within the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
- p. Operation of the equipment; and
- q. 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.

Performance Period Services Warranties. (a) Trane manufactured material supplied is warranted be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. **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 MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**