

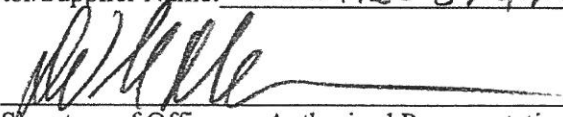
SCHOOL DISTRICT CONTRACT CERTIFICATION

The Contractor identified below agrees to provide services to Lincolnwood School District No. 74 (the "District") per the terms and conditions stated herein and in Exhibit A, which are incorporated herein. The Contractor certifies that its officers, employees, and agents are not barred from bidding and entering into an agreement with the District as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS 5/33E-3, 33E-4) or otherwise under the Illinois *School Code* (105 ILCS 5/10-20.21). The Contractor acknowledges that the District's Board of Education may declare the agreement void if it finds this certification is false. As required by law, the Contractor certifies that it and all its affiliates will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*) regardless of whether the Contractor or its affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act* (35 ILCS 105/2). The Contractor further certifies that to the extent applicable, it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*). Contractor further agrees to comply with all other applicable state and federal laws and regulations, including but not limited to (as applicable) the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, including payment of not less than the prevailing rates as published on the Department of Labor's official website to any laborers, workers and mechanics performing work under this Contract and submission of proper certified payrolls (as applicable). As required by regulation of the Illinois Department of Human Rights, the Equal Opportunity Clause contained in Exhibit B and the representations therein are hereby incorporated into this Certification.

Contractor acknowledges that it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools.

Notwithstanding any contrary provisions in Exhibit A, payments and penalties shall be governed by the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.* The Board of Education shall not waive any customary warranties nor waive any rights by making payment.

Contractor/Supplier Name: CONTROL ENGINEERING CORP.

By: 
Signature of Officer or Authorized Representative

PRINCIPAL
Title

Date: 3/6/18

EXHIBIT A



GLOBALLY GREEN

Building Automation System Maintenance Agreement

January 10, 2017

Prepared for:

Lincolnwood School District 74

6950 N. East Prairie Rd..

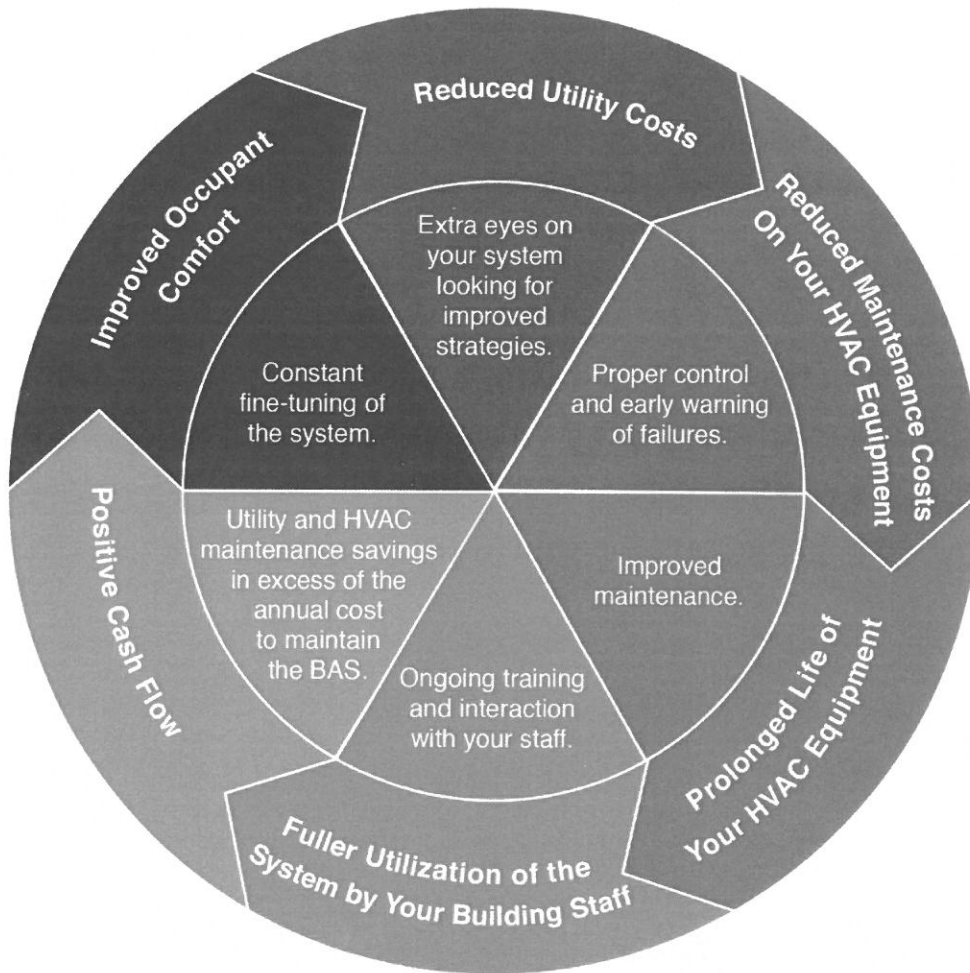
Lincolnwood, IL 60712

Attn: Jim Caldwell

Building Automation Maintenance Agreement

You have made a significant investment in a Building Automation System. To insure you maximize the return on that investment Control Engineering Corp. (CEC) recommends you consider the proposed service agreement. Your Building Automation System (BAS) is fluid and will evolve. If you do nothing it will gradually become less useful. If you invest in improving it, and your use of it, it will constantly improve and deliver increased value to you and your facility. CEC is committed to help you realize the full potential and benefit of your system.

Proper maintenance is key to maximizing your investment in this system. With proper maintenance you will receive the following benefits:



Building Automation Maintenance Agreement

Between:
Lincolnwood School District 74
6950 N. East Prairie Rd..
Lincolnwood, IL 60711
Attn: Jim Caldwell

And:
Control Engineering Corp.

February 22, 18
Contract Term: from **1/1/18** through **12/31/18**
Maintenance Agreement to maintain your Building Automation System (BAS).

The annual investment to maintain your system at its peak is:

Preventative Maintenance and Technical Support:.....	\$10,169.00
New Customer Discount 10%	(\$1,017.00)
Total Maintenance Agreement:	\$9,152.00

Sincerely,



David G. Dickerson, P.E.
Principal

Accepted By: _____ Date: _____

Title: _____ PO#: _____

Attachments:

- Level of Service
- Description of Services Offered
- Schedule of Covered Equipment
- Schedule of Preventative Maintenance Tasks
- Terms and Conditions
- Service Request Procedures
- Service rates

Level of Service

The following is an itemization of the levels of service chosen for your contract. Please see attached descriptions and schedules.

Preventative Maintenance Package:

- Workstations and Servers: 1 times per year
- Global and System Controllers: 2 times per year
- Unitary Controllers: 1 times per year
- Sensors and transducers: 1 times per year
- Valves: 1 times per year
- Damper Actuators: 1 times per year

Technical Support Package:

- Review Service Log Book: 6 times per year
- Phone Support/Remote service: Unlimited
- Database Back-ups: 6 times per year
- Software subscription: Included
- **Scope includes 6 Full day visits.** Four quarterly visits by a software tech and two semi annual visits by service electrician. We will complete above tasks first and any remaining time we will perform additional tasks at the request of owner.

Equipment Repair Service:

- Full Coverage: on the following checked equipment
 - Workstations, Servers and Network
 - Global and System Controllers
 - Unitary Controllers
 - Sensors and Transducers
 - Valves and Damper Actuators
 - Other
 - Repair Allowance: \$0,000.00 per year
 - Pay As You Go: On all items not checked above.

Training Allowance:

- Training Allowance: \$0,000.00 per year

Description of Services Offered

The following is a description of the various services CEC offers as part of our service agreements. Please see the scope page of your contract for which services are selected for your agreement.

Preventative Maintenance Package: The benefit of this package is that it keeps your investment in your automation system operating at peak performance and avoids inevitable deterioration.

- CEC will perform periodic site visits to optimize system performance.
- We will provide a Software Engineer and/or Field Tech to review your system.
- All our Software Engineers are specialists in software programming, networking analysis and HVAC system performance.
- All our Field Techs are Union Journeymen (Electricians and Pipefitters). They have training in HVAC system analysis, Electronics, and product maintenance.
- Services performed include: (see schedule X for complete detail)
 - Review of service log
 - Review of any items in override
 - Review alarm log
 - Database review and management
 - Server/Workstation maintenance.
 - Device calibration
 - Controller review/maintenance.
 - Re-tuning control loops as necessary.

Technical Support Package: This service will give your staff the needed support to allow them to fully utilize the system.

- Service Log Book: Provide site service log book for documenting all problems
- Phone Support: Technical experts will assist you via the phone to identify and resolve operational issues. Support will be available weekdays 8:00 am till 4:00 pm. Included at no charge. Support is also available off hours, weekends and holidays with a slight up-charge for premium time.
- Remote On-Line Service: Our expert will log on remotely and troubleshoot your system to resolve operational issues. Owner to provide and maintain a high speed internet connection and/or phone line for this service.
- Database Protection: CEC will periodically (see schedule) back up the system database and files. One back-up copy will be left on site and one maintained off site on CEC's server.
- Software subscription: CEC will update software & firmware when new releases are made available from the manufacturer. This includes revisions to current products (such as rev. 2.1 to 2.2). New products will be offered at a discounted price (such as rev. 2.x to 3.x).

Equipment Repair Service: We provide three levels of repair service. You can choose the level of service that best meets your needs and budget. In all cases you will save money with our service. With our expert staff, issues will be diagnosed and resolved in less time.

- Full Coverage: This is complete coverage of materials and labor similar to an "extended warranty". This coverage can be on all categories of equipment or just some. Example, you can get full coverage on the controllers but not the field devices. The benefit of full coverage is that you have a known fixed cost for repairs and no surprises.

Description of Services Offered (continued)

- **Repair Allowance:** This is an annual prepaid dollar allowance for any repairs, expansions or upgrades. Repairs, etc. will be “charged” against the allowance at the reduced agreement customer rate. The cost of this service is further discounted. Any unused allowance can be used for any other service we offer. This is an excellent service to cover those minor changes you would like to have done.
- **Pay As You Go:** Under this service all repairs are billed at the discounted rates. As a maintenance agreement customer, you receive reduced rates for each hour of billed labor and special multipliers on manufacture’s list prices for materials.

Training Allowance: A well trained staff is the best way to get a good return on your investment. This service puts in place a plan to keep your staff up to speed on the proper and most efficient use of the system. You have staff turnover, personnel that may have gotten “rusty” and a need to continually improve the knowledge of your staff.

- This is an annual prepaid dollar allowance, which can be used for ongoing training. Training can be any of these forms: on-site custom training, classroom training or on-line training. The cost of this service is discounted. Any unused allowance can be used for any other service we provide.

Continuous Commissioning: The benefit of this service is to keep your systems operating at designed peak efficiency. It also uncovers problems that may go unnoticed for a long time. You commissioned the system when it was first started, but much happens over time and it is a good idea to do a thorough check-up on a periodic basis. This goes beyond the standard preventative maintenance and verifies everything is operating properly.

- Under this service we will make a list of all of the HVAC systems in your facility and set up a periodic schedule so that one or more system gets re-commissioned each year and every system gets done every several years.
- Re-commissioning involves a thorough test and verification of all devices and control sequences. End-to-end accuracy and functionality of all devices are tested.
- We will issue a detailed report showing everything that was verified.
- This can be provided as a separate service or as part of the preventative maintenance package.

Monitoring Service: For facilities that do not have 24x7 coverage for their buildings, this service lets CEC be your eyes & ears. We will monitor your system for alarms and trouble. If a problem occurs in the middle of the night or on a long weekend, we will respond to it instead of discovering it when occupants arrive in the morning.

- If anything goes into alarm day or night, we will have an expert contact your system on-line and diagnose the problem to the extent possible.
- After the problem is diagnosed we will respond in a pre-approved manner which may include any or all of the following:
 - Place phone calls to one or more people.
 - Send emails to one or more people.
 - Dispatch technicians to repair the problem
 - Contact other service providers who may service your mechanical or electrical equipment.

Description of Services Offered (continued)

- Every incident will have a follow-up email stating the issue and resolution.
- We will monitor a daily “heartbeat” to insure all communications are functioning properly. Absence of a successful heartbeat will generate an alarm.
- We will periodically contact your system on-line and look for any issues. We can issue a report via email after each review if you wish.
- Owner is responsible to maintain internet and/or phone line connection to the system.

Annual Review: The benefit of this service is to give you, and us, a “report card” on how we are collectively doing to maximize performance of the system. It will provide an opportunity to enhance your use of the system and our ability to better meet your needs. Included in all service agreements.

- CEC will annually review with your staff and discuss the services performed during the past year.
- We will ask for your feedback on how well we met your needs and see if adjustments to coverage are warranted.
- We will review how the system has performed, and how well it was utilized.
- We will recommend any improvements and options to enhance system performance, resolve operational problems and meet your changing needs and objectives.
- We will review opportunities to reduce utility costs.

Initial Coordination Meeting: Included in any new, or modified, service agreement.

- This meeting is to insure that everyone involved from CEC and you, our customer, understand and agree with the expectations of the service offered.
- At the start of the service agreement CEC will meet at the customer site. We suggest the Facility or Property Manager and Chief Engineer attend.
- We will introduce the various personnel that will be servicing your account.
- We will review the scope of the services offered and go over expectations and answer any questions you may have.
- CEC will deliver a service log book and review its purpose and use.
- We will review best methods for contacting us should emergency service be required.

Schedule of Equipment

Note: check mark denotes items with full coverage repair service. If no check mark , repairs are pay as you go or applied toward allowance.

Manufacturer: **Alerton**, Product line: **BACtalk**

Workstations, Servers, Software and Network:

- 0 Workstation w/ Web Client
- 1 Server w/ Alerton ABS 3.0
- Network and Switches

Global and System Controllers:

- 5 Global Controllers BCMs
- 52 System Controllers

Unitary Controllers:

- 183 Unitary Controllers

Sensors and transducers:

- 0 Temperature sensors
- 0 Humidity & Pressure sensors
- 0 Gas sensors
- 0 Flow, BTU and utility meters
- 0 relays, current switches and status points
- 0 transducers

Valves and Damper Actuators:

- 0 Belimo control valves
- 0 Belimo damper actuators

Other:

-

Schedule of Preventative Maintenance Tasks

The Preventative Maintenance routines as defined within this section shall be executed **as outlined in Levels of Service Schedule.**

General:

Preventative Maintenance Reports and Recommendations:

- Upon completion of each PM routine, a written report and presentation of findings/recommendations will be provided to the appropriate Facilities personnel.

Review Site Log Book:

- Each Preventative Maintenance routine begins with a review of your site log book so that ongoing issues can be noted and a plan made to address them.
- We will do triage type diagnostics. Minor fixes can be fixed under the allowance. Major issues will have proposals generated.

Workstations and Servers:

Review Network and Communication:

- Verify Communication with all Client Workstations.
- Verify Web Access system (if applicable).
- Review system for CRITICAL and OFF-LINE status indicators.
- Review system for OVERRIDE and DISABLED status indicators.
- Verify all network services running properly.
- Check the operation of any modem lines and/or internet connections.
- Review status of communication to all controllers.
- The following Network Analysis tasks are performed as appropriate to verify or discount suspected communications problems.
- Analyze the number of operator or system change occurrences (Alarms, Trends, Uploads) for impact on network performance.
- Analyze the Error Rate & Transmission Rate.
- Any issues are noted and recommendations made.

Review operating system software:

- Review Windows Event Logs
- Check to confirm all Services Running
- Check for unusual page faults
- Check that all system updates are current.
- Check the status of virus protection. Update if necessary.
- Cold reboot server/workstation, Just as with your Personal Computer, it is important to reboot the Server periodically to clear the memory, page faults, etc.

Schedule of Preventative Maintenance Tasks (continued)

Perform System Analysis of Server hardware: (once per year)

- Execute disk cleanup. This utility allows for the deletion of temporary or unused files.
- Execute SCANDISK for Server. This utility checks your hard-drive for errors. File fragments and other errors may cause your system to intermittently “crash” or run at less than peak performance.
- Execute DEFRAG for Server. This utility in conjunction with SCANDISK will defragment your hard drive. A fragmented hard drive may cause your system to intermittently “crash” or run at less than peak performance.
- Analyze free hard drive space and perform off-line storage for older files if space needed.
- Clean out computer and keyboard with compressed air.
- Wipe down keyboard, monitor and mouse with wipes.

Review BAS System Software:

- Review alarm log, looking for critical point conditions.
- Review alarm log for points that generate excessive alarms.
- Review alarm log for points that generate unnecessary alarms.
- The technician will make recommendations to address root cause hardware or software issues causing alarms.
- Review Event Log looking for unusual events.
- The technician will make recommendations to address issues causing events.
- Run reports to check for failed points. Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
- The technician will make recommendations to address failed points.
- Run reports to check for points in Operator Override. Points in operator override cause the system to not run in “Automatic” mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- The technician will make a list of all points in Operator Override along with recommendations to address root cause.
- Review the system as a whole from the Graphic Workstation and ensure the control system is operating as desired. Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted.
- Verify Software revisions on all workstation/server software. Update to latest version covered by contract.

Database Maintenance:

- Execute database repair operation. The repair operation enhances system stability and reliability, while increasing database access and system speed.
- Perform database compacting. The Compact operation is similar to disk defragmenting. It consolidates database files on the hard disk, rearranging how files are stored so they use disk space more efficiently and system database access time is decreased.
- The site databases will be backed up with one copy left on site and another copy placed on CEC’s off site server.

Schedule of Preventative Maintenance Tasks (continued)

Global and System Controllers:

Network Analysis:

- A properly functioning network is critical to the correct operation of the system. Each Global Controller will be analyzed.
- Analyze each MS/TP or other sub network for error rate and transmission rate.
- The Global Controller Error Log is reviewed and reset.

Perform a Battery Check of all Controllers:

- Fully charged Batteries are key to maintaining the volatile RAM in your controllers in the event of a power failure and/or brownout.
- Battery levels shall be checked and documented controllers. Controllers needing battery replacement shall be identified to owner's representative.

Perform Memory Analysis of all Controllers:

- Each controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
- Any panels that are low on memory will be noted along with recommendations to remediate the issue.

Review Controllers Operation:

- Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
- ROC File Version is verified against most recent version and known system issues.
- The DDC Program is verified to be running.
- System Date/Time settings are verified.
- Daylight Savings settings are verified.

Central Plant – Operational Verification:

- The operation of Central Plant equipment will be reviewed:
 - Verify the discharge set points of each system against actual temperatures.
 - Verify historical staging/loading of equipment.
 - Review historical trends for short cycling.
 - Provide a report of any discrepancies found.

AHU/ACU – Operational Verification:

- Verification of the correct function of the AHUs and the controllers controlling them will be performed:
 - Verify that the AHU/ACU is being controlled at the appropriate value.
 - Review historical trends for hunting/cycling.
 - Change each set point and verify smooth transition and stable control to new set point.
 - Return each set point to original value.
 - Provide a report of any discrepancies found.

Unitary Controllers:

VAV/Terminal Device – Operational Verification:

- The majority of a facility's energy use occurs at the terminal device level. By performing reviews of the entire system's Terminal Device operation accurate temperature and pressure control is ensured and energy usage is significantly decreased.
- This service provides an exception based review of the operation of all your terminal devices.
- Logs will be run to review all Terminal Boxes for 100% open dampers.
 - A box with a 100% damper command may indicate a falsely low CFM reading. This may be the result of loose or disconnected velocity pickup tubes, an inaccurate flow coefficient requiring balancing, or a faulty controller. A 100% damper command may also be the result of the VAV unable to achieve the desired CFM. This may be an indication of a binding or loose damper or actuator, an obstructed duct (fire smoke or balancing damper), or too low of a duct static pressure.
- Logs will be run to review all Terminal Boxes for 0% open dampers.
 - A box with a 0% damper command may indicate a falsely high CFM reading. This may be the result of a loose or disconnected velocity pickup tube. Another cause of a 0% Damper Command would be a loose or binding damper or actuator that is unable to close fully and lower CFM. A faulty controller may also be the cause.
- Logs will be run to review all Terminal Devices for 100% open valves.
 - A Terminal Device with a 100% valve command may indicate an undersized coil, a clogged valve, insufficient reheat water temperature, a closed isolation/balancing valve, or an improper heating mode CFM. A faulty controller may also be the cause.
- Review zones for inability to maintain set point.
- Provide a report of any discrepancies found.

Unitary Controllers other – Operational Verification:

- Verify the operation of any other unitary controllers.
- Provide a report of any discrepancies found.

Schedule of Preventative Maintenance Tasks (continued)

Point Hardware: (Not Included)

Temperature sensors:

- Temperature sensors do not drift so we will check them all to see that they have a logical value. Ones found out of range will be individually checked at the device.

Humidity & Pressure sensors:

- We will calibrate all humidity sensors by placing a calibrated instrument next to them.
- We will calibrate all pressure sensors against a calibrated instrument. Differential pressure transducers will have their reference ends checked for clogs or blockages.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Gas sensors:

- Gas sensors will be calibrated per manufacture recommendations.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Flow and Utility meters:

- Flow meters will have their transducers calibrated per factory recommendations.
- Utility meters will be checked against utility bills. (owner to provide utility bills).

Relays, Current Switches and Status points:

- All binary points will be visually verified and change of state will be checked where practical.

TERMS AND CONDITIONS

- 1. PREVENTATIVE MAINTENANCE AND MATERIALS**

Preventative maintenance visits shall consist of labor required to perform maintenance on the equipment listed in the agreement. A preventative maintenance visit, unless otherwise listed in this agreement, is to be performed during normal working hours of 7am to 3:30 pm, Monday through Friday, excluding holidays. Materials included to perform scheduled maintenance visits on the listed equipment are listed on the attached schedules. All other materials are not included. Control Engineering reserves the right to reassign any of the assigned personnel without notice.
- 2. INITIAL INSPECTION (FOR HARDWARE REPAIR COVERAGE ONLY)**

The equipment listed in this agreement is being accepted with the understanding that it is in good operating condition. On the first preventative maintenance visit if any repairs are necessary, this agreement shall not be binding until these conditions have been corrected at the customer's expense. Control Engineering shall provide scheduled maintenance for such equipment with the understanding that the Customer shall be responsible for its present or future repair or replacement, unless noted otherwise in this agreement.
- 3. LIMITS OF COVERAGE (FOR HARDWARE REPAIR COVERAGE ONLY)**

This Maintenance Agreement is valid for normal system use and operation. Any system failures due to fire, flood, lightning, water, natural disaster, or gross misuse will not be covered under this agreement. Damage to equipment or wiring, system interruptions, computer viruses or other service problems resulting from negligence, abuse, misuse, improper operation, lack of operator maintenance or caused by others during construction projects is not covered. No warranties, guarantees, or liabilities, other than those specifically itemized in this Agreement, are implied or granted.
- 4. SERVICE HOURS**

Customers may call for service 24 hours a day to 630-954-1300, following prescribed procedures (see Service Request Procedures). Normal work hours are 7:00am to 3:30pm for electricians and pipefitters and 8:00am to 4:30pm for software engineers. Unless specified otherwise in this contract, premium charges will be billed for any work or phone support done outside of defined normal hours. Doubletime charges apply Saturday 3:30pm thru Monday 7:00am and holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Time-and-a-half charges apply all other hours outside of normal hours. Cover services performed outside of normal hours will be billed for the premium only portion of the rate.
- 5. RESPONSE TIME**

Control Engineering will respond to all emergency calls with a return phone call within 2 hours (during normal working hours) or 4 hours (any other time). Control Engineering will respond to all non-critical service calls by the next business day.
- 6. MINIMUM BILLING**

For any billed services the following minimums apply: Phone support 2 hours. On site work, 2 hours during normal hours and 4 hours during premium times. Time in excess of minimum hours will be billed in half-hour increments. A \$50.00 minimum daily vehicle trip charge will be added to all billable on-site service calls.
- 7. EQUIPMENT MODIFICATIONS OR CHANGES**

If the equipment included in this agreement is changed, modified, or used in a new way by any party during the term of this agreement, then the agreement may be modified and the price adjusted by Control Engineering.
- 8. LIABILITY**

Control Engineering shall not be responsible for any losses, delays, or damages as a result of interruption in use of the equipment or due to labor disturbances, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flooding, corrosion, Acts of God, acts of Government, Control Engineering will indemnify and defend Customer and its officers, employees, and agents or their successors, and save them harmless from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees and costs approximately resulting from services rendered by Control Engineering, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death. Control Engineering agrees during the term of the Agreement to carry adequate general comprehensive liability insurance with at least One Million Dollars in coverage, and to name Customer, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage. .
- 9. CONTRACT PERIOD**

This agreement shall be in effect for one year unless otherwise terminated in writing by either party , after providing the other party 30 days written notice. Control Engineering will notify the Customer of any changes in charges in writing before the expiration of the current term. In the event the Customer rejects the charges, Control Engineering or the Customer may, in writing, terminate this agreement.
- 10. BILLING**

The Maintenance agreement will be billed either, monthly, quarterly or annually as outlined in contract. Invoices are due and payable 30 days from the date of invoice.
- 11. AGREEMENT AND NOTICE**

This document embodies the entire agreement between the Parties, and no oral agreement and correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties. This agreement shall be construed according to the laws of the State in which the work is being performed. This Agreement shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois. This agreement shall be considered divisible as to any provision which contravenes any law. This agreement may not be assigned or transferred without the written consent of both parties.
- 12. NO SERVICE**

No service will be rendered under this agreement if the customer has a past due account. In the event that the Customer fails to pay any amounts due hereunder when due, Control Engineering reserves the right to charge 1% of the unpaid amount each month or partial month such amount remains unpaid. The customer shall pay Control Engineering any expenses Control Engineering incurs in connection with the collection of any unpaid amounts hereunder, including court costs and attorneys fees.
- 13. DEFAULT**

Customer has the right to evaluate services under this agreement. If Control Engineering fails to comply with the terms of the agreement or does not fully perform any of the terms required to be performed, Customer reserves the right without liability, in addition to its other rights and reterminate the agreement. Customer shall not be responsible for outstanding fees beyond the date of termination. In the event that it is necessary to enforce the terms of this agreement by legal action, Customer shall be entitled to recover all legal fees and costs related thereto.

Service Request Procedures

Please follow the following procedures in order to insure you get prompt service.

Before you call:

- Determine, to the best of your ability, that the problem is related to the control system and not a mechanical equipment or electrical problem. This will avoid charges for uncovered services.
- Document the problem. Make notes in the site log, or other method, as to the exact symptoms and times they occurred.
- Print or save to disk applicable trend logs.
- Take screen shots of applicable graphics.

For service call 630-954-1300 24 hours a day.

- During normal hours, ask the operator for the Control Engineering Service line. After hours, when you get the answering service, tell the operator that your call is a "service call".
- Inform the operator if you want "emergency Service" (same day response) or "non-critical" (next business day response).
- Describe the nature of the problem in simple terms (remember you are talking to a non-technical person at this point).
- In order to receive a return call, please give your name, phone number(s) and any special instructions to help us contact you.
- You will receive a return call, within the prescribed minimum response time, from a technical person who can take the more detailed information.

Please Don't!

- Do not call the cell phone, or direct extension, of individual employees. The calls will not be logged and this will hinder our ability to respond to you in a timely manor.

Our Promise

- Our goal is to deliver prompt service. Thank you for helping us better serve you by following these procedures.
- If for any reason you are not satisfied with our service please contact your Account Executive.

Control Engineering Service Rates & Billing Policies
Effective 6/1/17 to 5/31/18

Most Service Agreements do not cover work done outside of normal business hours. Please review the following summary of policies and procedures to determine what services may be billable:

Rates Per Hour		T&M Customers	Service Agreement Customers	
		All Services	Covered Services	Add'l Services
Service Electrician	Straight Time	\$183.00	No Charge	\$162.00
	Overtime	\$274.50	\$79.00 (premium only)	\$241.00
	Doubletime	\$366.00	\$158.00 (premium only)	\$320.00
Software/Engineer	Straight Time	\$192.50	No Charge	\$172.00
	Overtime	\$288.75	\$83.50 (premium only)	\$255.50
	Doubletime	\$385.00	\$167.00 (premium only)	\$339.00

Normal Hours of Service (Central Time)

Service Electrician	Monday through Friday, except holidays	7:00am to 3:30pm
Software/Engineer	Monday through Thursday, except holidays Friday, except holidays	8:00am to 5:00pm 8:00am to 3:30pm (until 5:00pm if started before 3:30pm)

Only emergency service work will be scheduled after 3:30pm on Fridays.

Premium Service

Unless included in Service Agreement, Premium Charges (Overtime or Doubletime) will be billed for any work or phone support done outside of defined Normal Hours of Service.

- Overtime charges (time and a half) apply outside normal hours of service (unless subject to Doubletime).
- Doubletime charges apply after 3:30pm Saturday through 7:00am Monday and all day on Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day).

Minimum Billing	T&M Customers		Service Agreement Customers			
	On-Site	Phone Support	Covered by Service Agreement		Not Covered by Service Agreement	
			On-Site	Phone Support	On-Site	Phone support
Work done during Normal Hours	*4 hr. min. at Straight Time	*2 hr. min. at Straight Time	*No Charge	*No Charge	*2 hr min at Additional Services Straight time rates	*2 hr min at Additional Services Straight time rates
Work done outside Normal Hours	*4 hr. min. at Premium Rates	*2 hr. min. at Premium rates	*4 hr. min. of Premium portion only	*2 hr. min. of Premium portion only	* 4 hr. min. at Additional Services Premium rates	* 2 hr. min. at Additional Services Premium rates

- Phone support is defined as CEC personnel researching and/or solving the issue by phone, modem, internet or any other remote-access method (i.e. not requiring an on-site visit).
- Time in excess of minimums is billed in half-hour increments.

Monitoring Service

The initial call to the customer after receiving an alarm is not billable. If service work or additional phone support is requested, billings are determined based on additional coverage included in customer's Service Agreement.

EXHIBIT B

[NOTE: Illinois law requires that this statement be included in all Illinois public contracts (See 44 Ill. Adm. Code 750.10)]

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et. seq.*, and rules and regulations promulgated thereunder. The following provisions are included in this Contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with *Illinois Human Rights Act* and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.