



EVEREST

ENERGY & CONTROL TECHNOLOGIES, LLC

***BUILDING AUTOMATION SYSTEM
PREVENTATIVE MAINTENANCE PLAN***

***PREPARED FOR:
SD 74 Lincolnwood
Lincolnwood School District 74***

***LOCATION:
SD 74 Lincolnwood
6950 N. East Prarie Road
Lincolnwood, IL 60712***

GENERAL CONDITIONS

1. Everest Energy & Control Technologies, LLC will provide regularly scheduled maintenance inspections during normal working hours (7:00am to 3:30pm) Monday through Friday, excluding holidays.
2. After each service call, a completed copy of the service work order will be presented for your authorized signature.
3. Everest Energy & Control Technologies, LLC will be available to provide emergency service on all equipment covered by this agreement 24 hours a day, 365 days a year. Unless otherwise noted within, this service will be invoiced at our current rates. These rates are subject to change.
4. Everest Energy & Control Technologies, LLC will provide instruction to the purchaser in the proper operation of their equipment.
5. Everest Energy & Control Technologies, LLC will take all reasonable precautions to prevent injury to persons and property. Everest Energy & Control Technologies, LLC shall not be held liable for incidental losses associated with control or equipment malfunction, nor acts of God or other occurrences outside of our control.
6. Everest Energy & Control Technologies, LLC will use qualified personnel directly employed or supervised by the same.
7. Everest Energy & Control Technologies, LLC may provide factory trained supervisory personnel to assist when necessary.

LABOR RATES

EFFECTIVE JANUARY 1, 2024

	SERVICE AGREEMENT CUSTOMERS	NON-AGREEMENT CUSTOMERS
Telephone Support, Normal Business Hours	\$135.00 / HOUR	\$155.00 / HOUR
Telephone Support, Overtime	\$202.00 / HOUR	\$232.00 / HOUR
Telephone Support, Double Time	\$270.00 / HOUR	\$310.00 / HOUR
On Site Labor, Normal Business Hours	\$155.00 / HOUR	\$175.00 / HOUR
On Site Labor, Overtime	\$232.00 / HOUR	\$260.00 / HOUR
On Site Labor, Double Time	\$310.00 / HOUR	\$350.00 / HOUR

- * These rates are guaranteed for the duration of contract, and only subject to change during renewal.
- * Telephone support will be rounded up to the nearest one half hour.
- * Everest Energy & Control Technologies does not charge a tool and truck fee. It does reserve the right to impose a 2 hour minimum to all non-contracted customers.
- * Normal business hours are from 7:00am to 5:00pm Monday through Friday, except holidays.
- * Overtime is outside of normal business hours or beyond 8 hours on any given day, except Sundays and holidays which are doubletime.

Proposed Services

System Updates

X Application Review

As technology progresses and building needs change, your system will be regularly inspected to identify recommended software updates, program adjustments and graphic modifications. Substantial modifications, new hardware and installation of the same will be outside of this contract and separately billable.

X Software Maintenance

Maintaining software is just as important as any piece of hardware. We will provide you with necessary software updates, as well as evolutionary modifications to the existing covered system. Your system stays up to date and future proof with the latest Security & Feature updates offered on all applicable systems.

Technical Support Services

X Automation Controls Analysis and Optimization

Automation control devices and sensors can drift out of calibration in time. We will analyze and optimize covered automation controls in an effort to reduce energy consumption, enhance system performance and stabilize equipment operation as determined by our observations and experience.

X Control Loop Analysis and Optimization

Changes in mechanical component performance, building use and climatic conditions may necessitate adjustments to control loops to avoid undesirable results. We will analyze and optimize covered control loops in an effort maintain stable equipment operation, enhance system performance and reduce energy consumption.

X Cloud Back-up and Recovery Services

We will perform a periodic back-up of your covered HVAC control system to safeguard all databases and graphics from loss in the event of a catastrophic event (lightning strike, power surge, flood, physical damage, etc.). We will provide safe storage of this critical information so that it is readily available to be reloaded to the system should such an occurrence take place.

X Smart Secure Remote Connectivity

We will provide a fully encrypted tunnel with TLS to access your system's graphics. We will provide a FQDN to access your site, as well as a fully managed email account from which the system will use to issue alarm email notifications.

Customer Support Services

X System Maintenance

During maintenance visits, we will review system alarm logs and address pertinent issues with the operations team. We will also review the system for manual overrides and discuss the circumstances that required the override, seeking opportunities to improve the system's control and minimize the need for manual intervention.

X Application & Technology Consulting

We will conduct an annual review of the covered control system to assure that it continues to meet your needs, and will look for opportunities to provide you with additional energy savings and performance strategies. Our review will include all applicable building control technologies. We will provide a report of our findings and any recommendations for improvements, and conduct a face-to-face debriefing.

Full Service Coverage

This extension of your comprehensive service plan provides for the inclusion of the cost to repair or replace the covered components of your system, should that be required.

Critical System Monitoring

This extension of your comprehensive service plan provides monitoring of your covered system to seek out problems before they can negatively impact your operations. This service includes weekly analysis of your alarm and event logs. We will keep you notified of any problems that we discover and of our progress in rectification of the issues.

X Continuous Training

We provide continuous operator training on the control system during our scheduled visits

X Priority Response

Our contract customers are our most valued customers. To demonstrate our appreciation of your business, we make response to your critical issues our highest priority.

After Hours Emergency Response

_____ hours of support outside of regular business hours are included in this contract. Support beyond

_____ this will be offered at the listed discounted labor rates.

X Phone / Online Support

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_____ hours of remote support by phone or computer are included per contract term as needed. This support is offered during regular business hours. Assistance after regular business hours would be included in the above section, or billable, if applicable.

Prepurchased Labor:

_____ hours of additional labor are included in this contract. Direction will be provided by the customer and shall regard work that is consistent with Everest's core business.

Prepurchased Material:

_____ of parts are included in this contract. All material procurrments under this policy will be at the direction of the customer.

Frequency of Inspections

The services listed above shall be performed over 4 inspections covered in this agreement. Additional visits at the customer's request will not be covered in this agreement and shall be separately billable at the discretion of Everest Energy & Control Technologies.

Service Visits will be scheduled during or around the months of:

January _____	April _____	July _____	October _____
February <u>X</u>	May <u>X</u>	August <u>X</u>	November <u>X</u>
March _____	June _____	September _____	December _____

Contract Term

This agreement shall be made between the parties listed here, for the sum listed below and to include the services listed above.

Provider
Everest Energy &
Control Technologies, LLC
5401 Patton Drive, Suite 120
Lisle, IL 60532

Customer
SD 74 Lincolnwood

Lincolnwood School District 74

Site
SD 74 Lincolnwood
6950 N. East Prarie Road
Lincolnwood, IL 60712

- * This contract shall be in effect for 12 months. January 1, 2024 - December 31, 2024.
- * Renewal notification shall be given 60 days from contract renewal date.
- * Contract anniversary date shall be the first of the month in which the agreement is signed, unless otherwise noted.

Contract Payment

This contract has a total annual value of: **\$9,188**

This contract is being offered in good faith by the following representative of Everest Energy & Control Technologies, LLC.

Proposal Submitted By:

Philip May

Sales Engineer

this proposal is valid for 90 days

Proposal Accepted By:

Name: _____

Title: _____

Company: _____

 _____
signature date 10/6/2023

signature date

Terms and Conditions

The purchaser agrees to provide reasonable means of access to the equipment being maintained. Everest Energy And Control Technologies, LLC shall be permitted to start and stop all equipment as necessary to perform the herein agreed upon services as arranged with your representative.

Everest Energy & Control Technologies, LLC shall not be liable for any loss, delay, injury, or damages that may be caused by circumstances beyond its control, including, but not limited to, Acts of God, war, civil commotions, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, differences with other trades, riots, explosions, delays in transportation, or malicious mischief.

Everest Energy & Control Technologies, LLC's responsibility for injury or damage to persons or property that may be caused by or arise through the maintenance service, or use of the system(s) shall be limited to injury or damage caused directly by our negligence in performing or failing to perform our obligations under this agreement. In no event shall Everest Energy & Control Technologies, LLC's be liable for business interruption or losses, nor consequential or speculative damages.

Everest Energy & Control Technologies, LLC will not be required to make safety tests, install new attachments or appurtenances, add additional controls, and/or revamp or renovate existing systems with devices of a different design or function to satisfy conditions established by insurance companies, laboratories, governmental agencies, etc.

In the event the system is altered, modified, changed, or moved, Everest Energy & Control Technologies, LLC reserves the right to terminate or re-negotiate the agreement based on the condition of the system after changes have been made.

If emergency service is included in this agreement, and is requested at a time other than that at which we would have made a scheduled preventive maintenance call and inspection does not reveal any defect required to be serviced under this agreement, we reserve the right to charge you at our prevailing service labor rate.

If emergency service is included in this agreement, it is understood that we will make every effort to restore safe operation of the system, but can not guarantee the availability of parts and technologies that may be necessary to do so. We reserve the right to provide temporary arrangements until such time as a permanent repair can be made.

Everest Energy & Control Technologies, LLC will not be required to make replacements or repairs necessitated by reasons of negligence, misuse, or other causes beyond our control.

If replacement of parts are included in this agreement, it is understood that Everest Energy & Control Technologies, LLC will not be responsible for the replacement or repair of boiler tubes, boiler sections, boiler refractory, chimney, breaching, refrigeration evaporators, refrigeration condensers, water coils, steam coils, concealed air and piping lines, fan housings, heat exchangers, VAVs and associated parts, humidifier bottles, ductwork, electrical power wiring, water, steam, and condensate piping, or other structural non-moving parts of the heating, ventilation, and air conditioning systems. Excluded from this agreement are system enhancements, air balancing, obsolete refrigerant, repairs necessitated by power failures or fluctuations.

It is further understood that the equipment covered under this agreement is in maintainable condition and eligible for a maintenance agreement. If at the time of initial seasonal start-up or on the first inspection, repairs are found necessary, such repair charges will be submitted for the owner's approval. If these charges are declined, those items will be eliminated from the agreement and the price of the agreement will be adjusted in accordance with equipment covered.

Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Everest Energy and Control Technologies, LLC hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Everest Energy and Control Technologies, LLC waives any objection that this venue is not convenient.