

2/15/2023

Prospect Heights SD23
MacArthur School
700 N Schoenbeck Rd
Prospect Heights

Project: 2023 HVAC Retrofits
Consulting Engineer: AMSCO
Drawing date: 11/3/22

Scope of Work-

- EMCOR will provide dedicated project manager for this work. Detailed execution schedule and coordination will take place with customer prior to starting work.
- EMCOR will take glycol samples before work commences to check concentration.
- Isolate glycol loops at new unit locations and drain locally into drums.
- EMCOR will provide new glycol as needed.
- Provide performance bond.
- (9) Provide and Install (P&I) Electric Booster Heaters
 - Make required duct modifications as need to accommodate new heater
 - P&I required sheet metal for modifications to duct system
 - P&I access doors
 - P&I required electrical
 - Subcontract to Honeywell for control requirements
- (6) P&I RTU Heat Pumps
 - Demo and remove existing units with crane (Priced for two separate crane mobilizations) and provide temporary blank off's on curbs.
 - Load units and scrap on trucks for removal
 - Lift new units and set on existing curbs (EMCOR was advised by equipment vendor the new units will work with the existing curbs. No new curbs figured in this scope)

- P&I required piping modifications (roof level) to connect to existing geothermal loop
- P&I condensate pump at each location with required piping
- P&I required electrical
- P&I insulation on new piping/vent installed
- Subcontract to Honeywell for control requirements
- (26) P&I Climate Master Ground Source Heat Pumps (mixture of vertical and horizontal)
 - Provide ceiling openings as required to access unit (horizontal)
 - Isolate unit from geothermal loop at iso valves
 - Disconnect and remove existing unit
 - Setup rigging/lift as required in each location
 - Mount/set new unit in position
 - P&I required piping modifications to connect new unit to existing geothermal loop
 - P&I condensate pump at each location with required piping
 - P&I required electrical
 - P&I insulation on new piping/vent installed
 - Subcontract to Honeywell for control requirements
- (2) P&I Yaskawa VFD's for Eisenhower School
 - P&I required electrical
 - Subcontract to Honeywell for control requirements

- Clean all condensate lines and traps for units impacted in this scope.
- Provide third party T&B w/ commissioning support
- Subcontract BAS to Honeywell
- Provide project closeout documentation with as-built drawings.

Annotations & Exclusions

- ❖ Pricing includes a \$50,000 owner allowance
- ❖ Pricing includes cost for Performance Bond
- ❖ New RTU's to sit on existing curbs
- ❖ Painting of ductwork or piping
- ❖ Priced assuming isolation valves achieve 100% shut-off
- ❖ Hiring of CX agent by others
- ❖ Chemical treatment
- ❖ Estimated as tax exempt
- ❖ Pricing includes time to work with control contractor and commissioning agent
- ❖ Pricing includes 2 year warranty on all work under this scope
- ❖ Pricing includes maintenance and service for all new units under this scope for a period of 3 months after final completion

Financial Investment

Financial expenditure for the above scope or work..... \$901,475

-Pricing includes cost for performance bond and \$50,000 owner allowance

Thanks

Christopher Beller
Vice President
EMCOR Services Team Mechanical
(847) 521-0047
cbeller@emcor.net

Honeywell

Honeywell International
95 E. Algonquin Road
Building C
Des Plaines, IL 60017

Date: September 19, 2022

Site: Prospect Heights SD 23
2023 HVAC Retrofit
700 N Schoenback Rd
Prospect Heights IL US 60070

Customer: EMCOR Services Team Mechanical

Contact:

Contact: Chris Beller

Phone:

Phone:

Email:

Email:

Overview Of Scope

Remove DDC controller from existing Climatemaster Heat Pumps and reinstall in new units. Controllers for modified units shall remain. All current points to remain for new units.

Remove existing Space Temperature Sensor and install new combination temperature + humidity sensor with override button. Additional wiring to be installed to accommodate.

Replace existing CO2 sensors with new CO2 self calibrating type sensors. Existing wiring to be reused.

Extend/add discharge air temperature sensors past electric heat coils as required.

Install additional points for each HP:

- Relay for Dehumidification Enable and Status.
- Current Transformer for Fan Status.

Budget price considers the following:

Submittal drawings, programming new sequences, , modify graphics, integration of new points to existing EBI front end, commissioning, and project management.

Clarifications / Exclusions

Clarification: Quotation assumes CP-SPC controllers to be removed from existing heat pumps and reinstalled in new units as in previous projects.

Clarification: Quotation assumes all existing remote sensor locations to remain.

Clarification: Quotation assumes customer provides full access to all areas required to complete work.

Clarification: This quote is subject to Honeywell's standard terms and conditions.

Clarification: Work to be carried out during normal working hours.

Exclusion: Budget price does not include providing new dampers or actuators. If any actuators are found faulty or incompatible additional costs will apply.

Budgetary Price

Budgetary Price: \$223,800.00

Notwithstanding any other provision of this document, this budgetary proposal is provided for information and planning purposes only, is non-binding, and does not constitute an offer capable of acceptance. Honeywell will be pleased to provide a firm price proposal upon request, subject to its internal approval requirements.

Building Systems Agreement

Proposal Number: NEX-1692076

Proposal Name: Prospect Heights MacArthur

Date: 2/7/2023

From Honeywell:

Honeywell Building Solutions.
24004 Network Place · Chicago, IL 60673.

To Customer:

EMCOR Services Team Mechanical
431 Lexington Dr. – Buffalo Grove, IL 60089

Contact: Breslow, Cliff
Phone: 847-204-5124
Email: Clifford.Breslow@Honeywell.com

Contact: Christopher Beller
Office: 847-521-0047
Email: cbeller@emcor.net

Work Site Location Name: Prospect Heights MacArthur
Work Site Location Address (the “Site”): Prospect Heights School District 23 700 N Schoenbeck Rd. Prospect Heights, Illinois 60070.

Applicable Documents for this SOW:

Sr. No	Document Name	Document No.	Date Of Issue	Rev	Remark
A	Specifications				
	22159 Project Manual-Bid	-	11/30/2022	0	
	HVAC	DIV-23	-	0	
	Electrical	DIV-26	-	0	
B	Drawings				
	22159 Bid Drawings	-	11/03/2022	0	
	1st and 2nd flr plans-MacArthur	A1.1	-	0	
	Roof Plan-MacArthur	A1.2	-	0	
	Mechanical General Notes	M0.1	-	0	
	MacArthur Composite Mechanical Plan	M1.0	-	0	
	Equipment Schedule and Temperature Control	M3.0	-	0	

Pricing

Pricing for the Honeywell system and services outlined herein, and Control Shop drawings, Point Lists and Sequence of Operation, listed above is included in the complete package price provided by Honeywell.

Base Bid: Honeywell’s price for the work described herein is USD: \$429,522.29

Scope of Work: This proposal and detailed scope of work is based upon our interpretation and understanding of the requirements from portions of the documents identified in the referenced ‘Documents and Drawings’ table above. This scope of work is the basis for the pricing attached and any changes in scope will be addressed and priced accordingly. Honeywell will provide the identified equipment and services in accordance with the terms and conditions, which form a part of this Agreement.

The unitary controllers will take 4-6 months to be delivered. A fully executed contract needs to be in place by 1/30/2023 or Honeywell will not be able to meet the schedule.

Item		HVAC System or Equipment Type	Qty	Total BAS Hardware Points	HLI/ BACnet Interface	HLI Data points	Remarks
A	Building	Mechanical/ Hydronic Equipment					
	MacArthur Middle School	Horizontal Heat Pump	12	208	12	180	-
	MacArthur Middle School	Roof Top Heat Pump	6	114	6	90	-
	MacArthur Middle School	Vertical Heat Pump	24	191	25	375	-
	MacArthur Middle School	Geothermal Pump	2	15	2	20	-
	Prospect Heights Admin	Geothermal Pump	2	12	2	20	-
	Anne Sullivan Ele School	Geothermal Pump	2	12	2	20	-
	Betsy Ross Ele School	Geothermal Pump	2	12	2	20	-
	Eisenhower Ele School	Geothermal Pump	2	12	2	20	-
		Total (A)	52	576	53	745	

Division 1, General Requirement of Prospect Heights MacArthur:

- This job is a retrofit job.
- The existing equipment Heat Pumps are to be removed and replaced by the new Heat Pumps.

Division 23, Heating Ventilation and Air Condition:

- Honeywell to do the demolition of the existing unitary controllers of the Heat Pumps.
- Honeywell to demolish the field devices, field cables except the Heat Pumps control valve, dampers and damper actuators.
- Honeywell to provide the EBI license to expand the existing database size.
- Honeywell to provide the unitary controllers for Heat Pumps and a Plant controller.
- Honeywell International will provide engineering submittals (hardware, software), and generate the dynamics graphics. The work includes providing the DDC controllers, field wiring, terminations, programming of DDC controllers, and sequence testing and following pieces of equipment. All other 3rd party provided controllers will be tested by the manufacturer.
- Reuse the existing conduit if they are in good condition.

Additional Scope:

- Honeywell to do the demolition of the existing geothermal pumps controller for the Prospect Heights Administration Building, Anne Sullivan Elementary School, Betsy Ross Elementary School.
- Honeywell to do the demolition of the existing geothermal pumps controller for Eisenhower Elementary School.
- Emcore to supply the new VFD for the pumps.
- Honeywell to demolish the field devices, field cables of the geothermal pumps.
- Honeywell International will provide engineering submittals (hardware, software), and generate the dynamics graphics. The work includes providing the DDC controllers, field wiring, terminations, programming of DDC controllers, and sequence testing and following pieces of equipment. All other 3rd party provided controllers will be tested by the manufacturer.
- Reuse the existing conduit if they are in good condition.

MacArthur Middle School:

Heat Pump:

Inclusion:

- Furnish and install Unitary Controllers with enough I/O points to control the Heat Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing “22159 Bid Drawings.pdf”.
- Heat Pump is a package unit, as per “22159 Project Manual-Bid.pdf” section- 238146 (clause-1.02 to 1.05). Heat Pump comes with all the field devices (sensor) supplied by the unit manufacturer, Honeywell only to supply DDC

controllers, relays, current sensors and integrate the Heat Pump over BACnet MSTP.

- Honeywell to reuse the existing Heat Pump Control valves, damper and damper actuators for the Heat Pumps.
- Honeywell has allowed the supply of guards for the space temperature and humidity sensors in the crowded/general areas.
- Honeywell has allowed the supply of the space CO2 sensors.
- Honeywell has allowed the supply of the only 1-qty of Outside air Temperature and Humidity combo sensor, and the data of the same will be shared with all other Heat Pump unitary controllers through the soft point, rather than considering the sensor for each individual Heat Pump unitary controllers.
- All the unitary controllers to be placed in its associated Heat Pump package unit enclosure.
- Honeywell to do the 120VAC power wiring for the respective Heat Pump Unitary controllers and Plant Controller transformers.

Exclusion:

- Honeywell excludes supply of any control valves, damper and damper actuators, as the same are to be reused.
- Honeywell will not supply the Discharge Air, Mixed Air Temperature sensors for the newly installed Heat Pumps I.e. (qty-36), as the same will be supplied by the unit manufacturer.
- Honeywell will exclude the control of the staging compressors for the newly installed I.e. (36-qty) Heat Pump as the same will be staged by its associated internal controllers. Honeywell will not supply any relays for the same.
- Excludes the supply of AFMS if any.
- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.

Geothermal Pump:

Inclusion:

- Furnish with enough I/O points to control the Geothermal Water Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing "22159 Bid Drawings.pdf".
- Geothermal Water Pumps VFD's to be integrate over BAS.
- Includes the supply of the Plant controller with I/O module to replace the existing controller.

Exclusion:

- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.

Prospect Heights Administration Building:

Geothermal Pump:

Inclusion:

- Furnish with enough I/O points to control the Geothermal Water Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing "22159 Bid Drawings.pdf".
- Geothermal Water Pumps VFD's to be integrate over BAS.
- Includes the supply of the Plant controller with I/O module to replace the existing controller.

Exclusion:

- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.

Anne Sullivan Elementary School:

Geothermal Pump:

Inclusion:

- Furnish with enough I/O points to control the Geothermal Water Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing "22159 Bid Drawings.pdf".
- Geothermal Water Pumps VFD's to be integrate over BAS.
- Includes the supply of the Plant controller with I/O module to replace the existing controller.

Exclusion:

- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.

Betsy Ross Elementary School:

Geothermal Pump:

Inclusion:

- Furnish with enough I/O points to control the Geothermal Water Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing "22159 Bid Drawings.pdf".
- Geothermal Water Pumps VFD's to be integrate over BAS.
- Includes the supply of the Plant controller with I/O module to replace the existing controller.

Exclusion:

- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.

Eisenhower Elementary School:

Geothermal Pump:

Inclusion:

- Furnish with enough I/O points to control the Geothermal Water Pumps. I/O point list is generated based on the control schematic and sequence of operation from the mechanical drawing "22159 Bid Drawings.pdf".
- Geothermal Water Pumps VFD's to be integrate over BAS.
- Includes the supply of the Plant controller with I/O module to replace the existing controller.

Exclusion:

- Honeywell excludes supply any override modules, as the override feature can be achieved through Operator Workstation Interface.
- Excludes supply of any new VFD's with BACnet port as they are supplied by EMCOR.

General Qualifications:

- The work to be performed and services to be provided by Honeywell under this proposal assume they are not subject to the federal Buy American Act or Trade Agreements Act or any other statutory or regulatory restrictions on the source of material or equipment applicable to the work. Upon request, Honeywell will provide all necessary documentation and assistance to facilitate approval of any waiver to deviate from any such sourcing requirements.
- Honeywell will not proceed with any work (engineering, material ordering, on-site rough in, etc.) without a fully executed contract.
- Honeywell to provide installation schedule with electrical and mechanical functional requirements to physically start controls check out.
- For each Division of work, Honeywell has included a single mobilization for testing and commissioning upon notification that prerequisite work and equipment startup are complete. If additional mobilizations or out of sequence work are requested, Honeywell will provide a proposal for the additional effort.
- Written direction will be required for any changes or variations from the existing system layout as it pertains to field device locations, etc.

- Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this proposal if tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).
- All third-party package control suppliers to provide competent person to rename controller to specified system tag, instance number, MAC ID and MAC Master as required and as coordinated by the Honeywell system architecture drawing.
- Honeywell has included Remote Commissioning and Local Commissioning utilizing cyber secure ICT 256-bit AES encryption algorithm. This method provides the team with a successful point to point documented process that has been accepted by third party commissioning industry.
- Honeywell's pricing is based on the current commodity prices, supply chain, and other market conditions and costs. Due to the COVID-19 pandemic and the volatility of the current market, Honeywell cannot hold pricing. Additionally, the availability of raw materials, semi-conductors and other materials and equipment needed for our proposed solutions are unknown. Moreover, while Honeywell will make commercially reasonable efforts to provide delivery of materials and services to meet the current schedule of the project, it is expected that there will be delays in shipments, shortages in raw materials and adverse labor impacts as a result of the ongoing pandemic and other market conditions. Honeywell shall be entitled to increase prices, extend the project schedule and other appropriate relief if it is adversely impacted after the date of this proposal by increases in its costs or other market conditions or future developments.
- All third-party equipment controls must be provided with BTL tested BACnet communications if the intent is for BAS to communicate with this equipment.

General Inclusion:

- **Front End:** Existing Honeywell EBI R600 front end to be reused.
- **Operator Workstation:** Honeywell reuses the existing Operator Workstation.
- **VFD:** Existing VFD's of the Geothermal pumps to be reused.
- **Graphics:** Honeywell will provide 3DPV graphic packages for floorplans, mechanical, hydronic equipment, and integrated systems.
- **EMT Conduit:** Honeywell has allowed the supply of the EMT conduits wherever required; Honeywell will reuse the existing conduit if the same is in good condition.
- **BACnet Interfaces:** Honeywell includes integration of package unit Heat Pump and VFD via BACnet MSTP.
- **Demolition:** Includes the scope of the demolition of the existing BAS controls.
- **Surge Protector:** Honeywell has allowed the supply of surge protector only for the Plant Controller.
- **Warranty:** This proposal includes specified (2) year equipment warranty as per Section 250510 clause-1.20 for the newly added materials.
- **Working Hours:** All works will be carried out during normal working hours. Working outside the regular hours will be on chargeable basis.

Assumptions:

- For all equipment specified with BACnet interface controller(s), the manufacturer or others will provide and enable the communication interface in BACnet MS/TP and provide the PIC statement for each interface, which is a prerequisite to Honeywell's work.
- Assumes building AutoCAD floor plans will be provided by customer to Honeywell in electronic soft copy at no additional cost.
- Any changes made to sequence of operations will require further effort and compensation.

General Exclusions

- **Damper and Damper Actuators:** Excludes supply of any dampers, damper actuators, as the existing dampers, damper actuators to be reused.
- **Control Valves:** Honeywell excludes the supply of the control valves as the existing control valves to be reused.
- **120VAC, 15 Amp Circuit:** Honeywell excludes the supply of any 120VAC, 15Amp emergency power circuit.
- **UPS:** Excludes the supply of any UPS power supply.
- **Electric, Fuel and Weather Meter:** Excludes supply of any Electric, Fuel and Weather Meters, BAS will only monitor the status "AI" points.
- **Hand of Auto Switch:** Excludes the supply of any Hand of Auto Selector switches.
- **Liquidate Damages:** Excludes the liquidate damages as the same will be accepted by Prospect Heights School

District 23.

- **Gas and Water Meter:** Excludes supply of any Gas and Water Meter.
- **Fire/Smoke Dampers:** Excludes control of Fire/smoke damper, actuators and UUKL listed equipment.
- **IP backbone:** Honeywell excludes network backbone it will be provided by others.
- **Mechanical Wiring:** Honeywell excludes any scope related to Mechanical wiring.
- **Heat tracing:** Honeywell excludes any work related to Heat tracing system.
- **120V:** Honeywell excludes 120VAC Field devices power wiring termination into the control panel, which is to be done by others.
- **Motor Controls:** Honeywell has excluded furnishing, installation, and start-up of motor starters, disconnects.
- Honeywell shall not be responsible for start-up, commissioning and on-going support for non-Honeywell provided controller and/or devices.
- Furnishing of non-automatic temperature control (“ATC”) valves are not included (i.e., balancing, shutoff, bypass, isolation valves, etc.), allowed for motorized control valves only.
- Furnishing of non-ATC dampers (i.e., fire, smoke, fire/smoke, louver, gravity, balancing, etc.).
- BACnet Interfaces – Excludes BACnet interface cards to equipment not furnished by Honeywell. BACnet devices provided by others shall be BACnet MSTP devices. Documentation including the list of discoverable points and integration procedures shall be provided to Honeywell by the equipment supplier. Equipment start-up representative shall coordinate with Honeywell and configure the equipment with the BACnet device instance number and baud rate to communicate with the Honeywell system.
- BACnet Server Specification Guidance - Equipment provided under this section shall be provided with BACnet Server (SSPC 135-2004), MS/TP, or BACnet over IP Communications supporting device, analog input, analog output, analog value, binary input, binary output, binary value, and notification class objects. BACnet Server systems and devices shall be BTL listed, or at a minimum be integrated and operational in two reference projects for a minimum of one year. System shall be provided with network ID, IP address and subnet mask for BACnet over IP interfaces, and instance ID and MAC address table for MS/TP devices. System submittals shall also include Protocol Implementation Conformance Statement (PICs) and a detailed object list with unique description of each object to facilitate integration and interoperability. System shall be provided with all software and licensing required for programming and configuration changes to the delivered devices and equipment.
- Any other controls scope except what are specifically mentioned in the Honeywell proposal above are excluded.

Period of Performance: Honeywell will commence efforts immediately upon receipt of order and work as expeditiously as possible and in conjunction with other contractors performing work in the same areas. Final schedule and delivery timelines to be by agreement between Honeywell and Customer

Liquidated Damages:

If terms herein conflict with obligations owed by Contractor under the Owner contract, this Agreement shall control with respect to Subcontractor’s obligations. To the extent liquidated damages are assessed against Subcontractor for a delay, the amount of such liquidated damages, if any, shall not exceed one percent (1%) of the total price of goods and services per day of delay, and in no event shall the total liquidated damages assessed against Subcontractor exceed, in the aggregate, five percent (5%) of the total price of goods and services provided hereunder. The liquidated damages contained herein represent Contractor’s sole remedy, and Subcontractor’s sole liability, for damages caused by a delay. However, in the event of a delay in shipment caused in whole or in part by Contractor or Owner or events outside Subcontractor’s reasonable control, Subcontractor shall not be liable for liquidated damages, and Contractor shall amend the applicable schedule by a period equal to the time lost by reason of such delay

TERMS AND CONDITIONS OF SALE

Honeywell will perform the work quoted above in accordance with its Standard Terms and Conditions (included herein), and applicable and negotiated mechanical contractor.

PAYMENT: Upon execution of this Agreement, the Company shall pay to Honeywell \$42,952.23 or percent (10%) of the Price. Thereafter, Company shall pay Honeywell in accordance with Section 15 of the Core Contracting Terms set forth below.

Sales Tax will be invoiced separately

Use Tax is included in the price

This sale is tax exempt

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Section 13 of the General Terms and Conditions below only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

Proposal Submitted By:

Cliff Breslow
Senior Account Executive
Clifford.breslow@honeywell.com

Accepted by:

HONEYWELL INTERNATIONAL INC.,
Through its **Honeywell Building Solutions business unit**

CUSTOMER: EMCOR SERVICES TEAM MECHANICAL

Signature: **By:** _____
Name: _____
Title: _____
Date: _____

Signature: **By:** _____
Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Company requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Company.

2. TAXES

2.1 Company agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Company claims any such taxes do not apply to transactions covered by this Agreement, Company shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** Company agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Company from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Company shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Company hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Company by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Company shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Company's possession or was known to the Company prior to its receipt from Honeywell; (b) is independently developed by the Company without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Company; (d) is or becomes available to the Company from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Company after notification to Honeywell that the Company will not accept any further information.

3.2 Company agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the Work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the Term of this Agreement, compile and use, and disseminate in anonymous and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive termination or expiration of this Agreement.

4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below.

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Section 4 will be written by companies with a rating of no less than “A-, XII” by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Company. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD, AND UNSAFE WORKING CONDITIONS

5.1 Company has not observed or received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or pipelines in any of Worksite Location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Company, are appropriate for Company and the worksite location(s) except as specifically provided in this Agreement.

5.3 If any such materials, situations or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell’s reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by Company or Company’s representative, at Company’s expense. Honeywell shall have the right to terminate this Agreement if Company has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Company represents that Company has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Company expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

6. WARRANTY

6.1 HONEYWELL WILL REPLACE OR REPAIR ANY PRODUCT HONEYWELL PROVIDES UNDER THIS AGREEMENT THAT FAILS WITHIN THE WARRANTY PERIOD OF ONE (1) YEAR BECAUSE OF DEFECTIVE WORKMANSHIP OR MATERIALS, EXCEPT TO THE EXTENT THE FAILURE RESULTS FROM COMPANY NEGLIGENCE, FIRE, LIGHTNING, WATER DAMAGE, OR ANY OTHER CAUSE BEYOND THE CONTROL OF HONEYWELL. THIS WARRANTY IS EFFECTIVE AS OF THE DATE OF COMPANY ACCEPTANCE OF THE PRODUCT OR THE DATE COMPANY BEGINS BENEFICIAL USE OF THE PRODUCT, WHICHEVER OCCURS FIRST, AND SHALL TERMINATE AND EXPIRE ONE (1) YEAR AFTER SUCH EFFECTIVE DATE. HONEYWELL’S SOLE OBLIGATION, AND COMPANY’S SOLE REMEDY, UNDER THIS WARRANTY IS REPAIR OR REPLACEMENT, AT HONEYWELL’S ELECTION, OF THE APPLICABLE DEFECTIVE PRODUCTS WITHIN THE ONE (1) YEAR WARRANTY PERIOD. ALL PRODUCTS REPAIRED OR REPLACED, IF ANY, ARE WARRANTED ONLY FOR THE REMAINING AND UNEXPIRED PORTION OF THE ORIGINAL ONE (1) YEAR WARRANTY PERIOD.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

7. INDEMNITY

Company agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an “indemnitee”) from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys’ fees) caused by, arising out of or relating to Company’s breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Company or any other person under Company’s control or for whom Company is responsible. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS’ AND ATTORNEYS’ FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF COMPANY IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT COMPANY PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Company may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

9.1 Honeywell shall not be liable for damages caused by delay or interruption in the Work due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell’s reasonable control. Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Company. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Company its reasonable costs, overhead, and profit arising from such delay.

9.2 COVID-19. Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Company for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Company gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Company gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Company the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Company a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS SECTION 10 STATES HONEYWELL'S TOTAL LIABILITY AND COMPANY'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software made available in connection with this Agreement ("Software") shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell's standard software license agreement or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the "Software License Agreement"). Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Company arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

The terms and conditions related to the Work are expressly limited to the provisions of this Agreement, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Company. Any additional or different terms set forth or referenced in Company's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent purchase order or other document unilaterally issued by Company.

14.2 This Agreement shall be governed by the laws of the State where the Work is to be performed, without regard to conflicts of law principles.

14.3 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Company, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.4 Company may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign this Agreement or any or all of its rights under this Agreement without Company's consent.

15. TERMS OF PAYMENT

15.1 Progress Payments - HONEYWELL will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. COMPANY agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the COMPANY. Invoices to be paid within thirty (30) calendar days of the invoice date.

15.2 Suspension of work - If HONEYWELL, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a HONEYWELL invoice, HONEYWELL may suspend work until COMPANY provides remedy.

15.3 Payments must be in accordance with the "Remit To" field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

15.4 Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

15.5 If Company is delinquent in payment to Honeywell, Honeywell may at its option:

- i. withhold performance until all delinquent amounts and late charges, if any, are paid;
- ii. repossess Products or software for which payment has not been made;
- iii. assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month;
- iv. recover all costs of collection, including but not limited to reasonable attorneys' fees;
- v. combine any of the above rights and remedies as may be permitted by applicable law.

These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company's credit standing at any time and modify or withdraw credit. Company may not set off any invoiced amounts against sums that are due from Honeywell.

16. WORK BY OTHERS

16.1 UNLESS OTHERWISE INDICATED, THE FOLLOWING ITEMS ARE TO BE FURNISHED AND INSTALLED BY OTHERS: ELECTRIC WIRING AND ACCESSORIES, ALL IN-LINE DEVICES (INCLUDING BUT NOT LIMITED TO FLOW TUBES, HAND VALVES, ORIFICE PLATES, ORIFICE FLANGES, ETC.), PIPE AND PIPE PENETRATIONS INCLUDING FLANGES FOR MOUNTING PRESSURE AND LEVEL TRANSMITTERS, TEMPERATURE SENSORS, VACUUM BREAKERS, GAUGE GLASSES, WATER COLUMNS, EQUIPMENT FOUNDATIONS,

RIGGINGS, STEAM TRACINGS, AND ALL OTHER ITEMS AND WORK OF LIKE NATURE. AUTOMATIC VALVE BODIES AND DAMPERS FURNISHED BY HONEYWELL ARE TO BE INSTALLED BY OTHERS.

16.2 HONEYWELL WILL PROVIDE UNDER THIS AGREEMENT SPECIFICALLY EXCLUDE PROFESSIONAL SERVICES WHICH CONSTITUTE THE PRACTICE OF ARCHITECTURE OR ENGINEERING UNLESS SPECIFICALLY SET FORTH IN THE SCOPE OF WORK. COMPANY WILL SPECIFY ALL PERFORMANCE AND DESIGN CRITERIA THAT HONEYWELL WILL FOLLOW IN PERFORMING WORK UNDER THIS AGREEMENT. IF PROFESSIONAL DESIGN SERVICES OR CERTIFICATIONS BY A DESIGN PROFESSIONAL RELATED TO SYSTEMS, MATERIALS, OR EQUIPMENT IS REQUIRED, SUCH SERVICES AND CERTIFICATIONS ARE THE RESPONSIBILITY OF OTHERS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY SHALL INDEMNIFY AND HOLD HARMLESS HONEYWELL AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, THAT IN ANY WAY RESULT FROM OR ARISE UNDER BREACH OF THE COVENANTS OF COMPANY IN THIS SECTION 16. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON. NOTHING IN THIS SECTION 16 SHALL BE CONSTRUED TO REQUIRE THAT COMPANY INDEMNIFY AND HOLD HARMLESS HONEYWELL FROM CLAIMS AND COSTS RESULTING FROM HONEYWELL'S NEGLIGENT ACTIONS OR WILLFUL MISCONDUCT.

17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Company, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Company agrees promptly to pay or reimburse Honeywell for such loss.

19. TERMINATION

19.1 By Company. Company may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within thirty (30) days after receipt of such notice, acted to remedy and make good such deficiencies, Company may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of Honeywell, Company will furnish to Honeywell a detailed accounting of the costs incurred by Company in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Company.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Company's failure to make payments as agreed herein) after giving Company written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Company fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Company, terminate this Agreement and recover from Company payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Company and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.

20.2 Company may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Company to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Company within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. If Honeywell's request is acceptable to Company, Company will issue a Change Order consistent therewith. If Company and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the schedule resulting from such claim shall be authorized by Change Order.

21. ACCEPTANCE OF THE WORK

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Company will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Company's knowledge, information and belief, and on the basis of Company's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Company finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Company will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Company agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Company further agrees that partial or beneficial use of the Work by Company or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Company shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise from Company's breach of this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Company indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. DEFINITIONS

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

23. SANCTIONS

Company represents, warrants, and agrees that:

Company is not a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this transaction and/or Agreement, Company is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Company’s failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

24. ECONOMIC SURCHARGES

Honeywell may, from time to time and in its sole discretion, issue surcharges against this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell’s costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, “Economic Surcharges”).

Honeywell will invoice Customer, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

End of Proposal.