

CCS Havel  
3167 Enterprise Dr.  
Saginaw, Mi 48603  
989-797-4644

Saginaw Public School District  
550 Millard St  
Saginaw, MI 48607

Attn: Tim Furtaw  
Director of Facilities

**PROFESSIONAL SERVICE AGREEMENT FOR THE FACILITY MANAGEMENT SYSTEM AND  
AUTOMATIC TEMPERATURE CONTROLS EXCLUSIVE TO  
THE SAGINAW PUBLIC SCHOOL DISTRICT**

CCS Havel is pleased to provide a professional service agreement for the Saginaw Public School District. CCS is the certified Schneider Electric representative for EcoStruxure Building Operation **and** servicing the east section of the state of Michigan and the facility management system and temperature control contractor for the Saginaw Public School District. Schneider Electric is an Omnia partner/contract holder (contract # R220703) for public sector organizations use for pre negotiated material and labor, CCS Havel honors this contract. A professional service agreement with CCS assures your organization service priority as well as a 10% discount on both labor and materials. Please review and sign this Professional Service Agreement proposal for execution and return one signed copy to our office.

**Professional Services Provided:**

Included but not limited are Facility Management Systems (FMS) software, monitoring, programming, graphical displays, life safety, and equipment safety alarming. Hardware upgrades and firmware upgrades are also within the scope of this proposal as all labor is required to implement these interventions. CCS Havel is the authorized Schneider Electric representative to distribute, sell, repair and warranty all hardware, firmware, and software within each Saginaw Public School facility.

**Discretionary Professional Service:**

Discretionary service consists of all service interventions at the facility director's direction. Preventive maintenance is not otherwise associated with this agreement. Service interventions beyond the scope of this proposal are invoiced pursuant to a time and material basis according to the preferred rate structure indicated below.

**Contract Preferential Charges:**

Labor:           **10% off current service rates**  
Materials:       **10% off current materials prices**

**Non-Scheduled Professional Service:**

Service will be performed at the request and direction of the facility director or designated maintenance personnel.

CCS Havel, given available remote IP access, will endeavor to reduce costs through software review prior to dispatching a technician to the project site. Remote evaluation utilizing diagnostic tools is a proven tool for mitigating expenses. In many instances, graphical review can pinpoint the source of the problem.

**System Support for Facility Management System:**Database Maintenance

CCS will maintain a complete back-up of all application software databases.

Software Revisions

CCS will keep current all software and firmware revisions the manufacturer develops.

System Application Support

From time-to-time and as applicable, CCS will provide recommendations regarding modifications to existing system applications for added energy savings, more efficient operation and improvement of operational and management capabilities.

**Document and Reporting:**

Description of professional service intervention and service hours will be submitted to the facility director. Balance amounts will be reported quarterly.

**Proposal Expiration Date:**

In the absence of either written or oral acceptance, this offer to provide goods/services will expire sixty days from the date of this proposal.

**External Monetary Resources: Rebate Monies**

To the extent that energy rebate funds are applicable to any project, these resources shall be 100% used for additional energy services for the exclusive benefit of the Saginaw Board of Education.

## **TERMS AND CONDITIONS**

As a condition of this project, payments are to be made on a job progress basis. Payments must be made upon receipt of the invoice. Changes or alterations from the above proposal involving extra costs for material or labor will be in addition to the proposed amount. This proposal is the property of EMCOR and is provided for the Customer's use only. This proposal is subject to management approval by EMCOR. This proposal including terms, conditions, and Schedule(s) attached, will constitute the entire agreement between us. No waiver, change or modification of any terms or conditions shall be binding on EMCOR unless made in writing and signed by the authorized management of EMCOR.

## **GENERAL**

1. EMCOR agrees to perform all work in a careful and workman-like manner and to furnish only materials of superior quality.
2. The customer will provide reasonable access to all areas and equipment and will allow EMCOR to stop and start equipment as may be necessary to fulfill the terms of the project.
3. All work will be performed during normal working hours, 7:30 am to 4:00 p.m., Monday through Friday, unless otherwise stated.
4. The customer will promptly pay invoices upon receipt. Should a payment become thirty (30) days or more delinquent, EMCOR may stop all work under this project without notice and/or cancel this project, and the entire project amount shall become due and payable immediately upon demand.
5. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by EMCOR on behalf of the customer whether such tax shall be local, state, or federal in nature.
6. In the event EMCOR must commence legal action to recover any amount payable under this Agreement, the customer shall pay EMCOR all court costs and attorney's fees incurred by EMCOR.
7. Any legal action relating to this agreement, or the breach thereof, shall commence within one (1) year of the date of the work.

## **LIMITATIONS OF LIABILITY AND INDEMNITIES**

1. EMCOR will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workers, inability to obtain material or services, commotion, war, act of God, or any other cause beyond EMCOR reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall EMCOR or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.

3.No other warranty expressed, or other liability is given and no other affirmation of EMCOR, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of EMCOR.

4.EMCOR warrants materials only to the extent and for the time said materials are warranted to EMCOR by the manufacturer(s) of the same. EMCOR liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by EMCOR..

5."Due to current and forecasted price fluctuations of raw materials, many finished products are experiencing constant and unprecedented price escalations. Finished products affected may include Mechanical/Electrical equipment, structural and sheet steel, all pipe products and corresponding fittings, stainless/carbon steel, all brass/bronze valves & fire sprinkler devices, copper pipe and wire. Inherently, these unforeseeable changes bring with them a potential cost and schedule impact. This shall serve as formal notification that, as a result of these unforeseeable events beyond our control, Shambaugh & Son hereby reserve our right to add the corresponding price increases to our proposal."

#### **General Exclusions to Scope of Work:**

Permits other than for our work.

Parking Cost

Drug Testing

Issuing Badges

## PROFESIONAL SERVICE AGREEMENT

**Between:** CCS Havel.  
3167 Enterprise Drive  
Saginaw, MI 48603

**And:** Saginaw Public School District  
550 Millard St  
Saginaw, MI 48607

**Services will be provided at the following location:**

All Saginaw Public School District Facilities- existing and future

**Price, Terms and Drawing Account:**

Customer is annually invoiced \$40,000.00.

The first invoice is generated after contract signing and thereafter Each July 1 to coincide with the fiscal calendar.

Contract Duration: Five (5) consecutive years.

Payment Terms are Net 30 days from invoice date.

Drawing Account: As goods are delivered and services are performed, the customer is credited against the remaining balance until the annual contract amount is depleted. Thereafter, customer periodically receives time and material invoices pursuant to work authorized by the Saginaw Public School District and performed by CCS INC. Alternatively, customer may elect to pay an additional sum to satisfy contemporary and convenience invoicing as a drawing account. Any unused balances, if any per annum, are not credited to the customer. Regardless of the customer's payment option, goods and services are delivered at the preferential rate structure: That is a blanket 10% discount.

**This proposal remains valid until:** Sixty days from the date below.

This proposal shall become a valid contract after an authorized signature from CCS and written acceptance from an authorized agent from the Saginaw Public School District. This agreement supersedes all prior presentations and agreements not incorporated herein. This agreement commences on the date signed by the customer below and shall continue for five years and shall expire automatically thereafter.

**Proposed by:** Sara Klinski  
Sara Klinski  
Building Automation Sales

**Accepted by:** \_\_\_\_\_

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

**Approved by:** Ray Putman  
Ray Putman  
Branch Manager

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

**Date:** 06-19-2025