



Aurora Orozco &lt;aorozco@d56.org&gt;

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**Fwd: FOIA Request- Vendor Contract**

2 messages

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Luis Correa <lcorrea@d56.org>  
To: Aurora Orozco <aorozco@d56.org>

Fri, Jan 2, 2026 at 12:33 PM

----- Forwarded message -----  
From: <foia@lakecountygazette.com>  
Date: Thu, Jan 1, 2026 at 9:04 AM  
Subject: FOIA Request- Vendor Contract  
To: <lcorrea@d56.org>

To whom it may concern,

I am a news reporter from Lake County Gazette, a media organization committed to providing comprehensive and accurate news coverage on local governmental affairs. I am requesting the following records under the Illinois Freedom of Information Act, 5 ILCS 140, preferably in electronic format:

Copies of all vendor contracts over \$1,000 for the current school fiscal year.

As a member of the media, I am involved in gathering and reporting news to the public. Access to public records is essential for me to fulfill my professional responsibilities, which include holding public institutions accountable and providing transparency to the public. Given my role in disseminating information, I believe I am eligible for a fee waiver as a media professional.

Please let me know if you have any questions,

Owen Wang,

Lake County Gazette

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Aurora Orozco <aorozco@d56.org>  
To: foia@lakecountygazette.com  
Cc: Luis Correa <lcorrea@d56.org>

Mon, Jan 12, 2026 at 2:51 PM

Good afternoon,

In response to your FOIA request, please find the attached ZIP folder containing the contracts for **\$1,000** for the current school year.

If you have any questions or need additional information, please feel free to contact me.

Thank you,  
Aurora Orozco

[Quoted text hidden]

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## AURORA OROZCO

Administrative Assistant to the Superintendent  
and Board of Education  
Gurnee School District 56  
Phone: 847-505-1600



PORTRAIT  
OF A  
GRADUATE

 @GurneeD56  @District56  @GurneeDistrict56  @D56StreamingVideo

*"We are not myths of the past, ruins in the jungle, or zoos. We are people and we want to be respected not to be victims of intolerance and racism." -Rigoberta*

*Menchu*



**contractsover1000.zip**  
8931K



**Turnkey Proposal For:**

Sean Smith  
Director of Maintenance and Facilities  
Gurnee School District 56  
3706 Florida Avenue  
Gurnee, IL 60031

Spaulding School  
2000 Belle Plaine Avenue  
Gurnee, IL 60031

**Local Trane Office:**

Trane U.S. Inc.  
7100 South Madison  
Willowbrook, IL 60527-5505

**Local Trane Representative:**

Patrick Heneberry

Cell: (630) 930-2551

Office: (630) 734-6149

**Proposal ID:** 7238203

**Quote Number:** R1-535380-23-002

**Co-op Contract Number:** OMNIA Racine  
#3341

**Date:** September 12, 2024



**Spaulding School**

Education that Inspires...Opportunities for All

## Executive Summary

Trane is pleased to present a solution to help Gurnee District 56 reach its desired state to improve its performance goals, and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the indoor air quality, improve comfort in your facility, and reduce energy costs.

We appreciate the effort from Gurnee District 56 to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

### Existing Conditions

Gurnee SD46 has two schools with Trane Air Cooled Screw chillers from 1999 that are beyond their ASHRAE life expectancy. In the next few years the equipment may face issues of obsolescence, high R22 refrigerant costs, reduced efficiency, and reliability concerns creating undesired conditions. This may be demonstrated by issues with repeated repair costs, parts obsolescence, and extended downtime. The chillers also contain R22 refrigerant which is phased out and the chillers are beyond their ASHRAE life expectancy and are recommended for replacement.

It is the desire of Gurnee District 56 to replace the chillers with new, energy efficient chillers.

### Trane® Turnkey Solution

Trane's Turnkey Solutions Team has reviewed the conditions in detail during site survey visits with Sean Smith (Director of Facilities). We have performed initial Design/Development and Equipment sizing calculations using the specific dimensions and layout of the current chiller plants. We have outlined the following budget for the chiller replacement project below.

We look forward to partnering with Gurnee District 56 for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.**

Patrick Heneberry  
Account Executive, Trane U.S. Inc.



**Prepared For:**  
Sean Smith—Director of Maintenance and Facilities

**Date:** September 12, 2024

**Job Name:**  
Gurnee District 56 Spaulding School Chiller Replacement TK Project

**Proposal Number:**  
7238203

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**Proposal Expiration Date:**  
30 Days

## Scope of Work:

### Equipment to be furnished:

- Replace the existing air cooled chiller with a remote evaporator bundle at Viking School with one (1) self contained 80 ton CGAM chiller
  - Note that the current code prohibits refrigerant components to be in the same room as an open flame producing device (Boiler). This is due to the risk of exposing refrigerant to the flame and the possibility of the exposure producing toxic and corrosive chemicals. Our design is based on removing the chiller evaporator bundle from inside the mechanical room and keeping it outside integral to the chiller. This way there is only chilled water piping between the outside chiller and the components inside the mechanical room.
- Disconnect electric power and controls and make safe
- Isolate and drain the dual temperature system
- Disconnect and remove (2) base mounted pumps, (1) pot feeder and (1) side stream filter
- Install a new side stream filter and pot feeder with chemicals
- All demolition/millwrights/rigging
- Refrigerant recovery
- Demo and eliminate the remote evaporator in the plant as it is out of code
- Set and pipe the new chiller
- Re-use the existing chiller feed and fused disconnect for the chiller
- Supply and install the 120v receptacles, immersion heater, and chiller relay feeds
- Wire the new chiller
- All required pipe insulation and labeling
- Replace the 2 existing hot water distribution pumps with 2 new ones equipped with VFDs
- Pre and post testing of pump flows
- Pressure test the new piping
- Flush and drain new chilled water piping
- Fill and vent the chilled and hot water systems as required
- Complete training on the new chiller operation and capabilities
- Factory visit and witness testing is included
- Pricing includes a 5 year parts/labor/refrigerant warranty
- Start-up and commissioning of the new chiller by Trane technicians

**Warranty and Service Program:**

The new Trane Equipment installed above carry the following warranties:

- 5 year parts, labor, and refrigerant warranties
  - 5 year whole unit parts
  - 5 year labor
  - 5 year refrigerant
- 2 year parts and labor warranty on the pumps
- 1 year of parts and labor warranty will be provided on all other components of the project.
- Manufacturer Start Up is included on the chiller/s and pumps
- ***A 1 year service agreement is included in this agreement and is outlined below:***

**SUMMARY OF SERVICES PROVIDED FOR CHILLERS**

Comprehensive Annual Maintenance (Qty. 1) on the chiller	Yes
Seasonal Start-Up (Qty. 1) on the chiller	Yes
Operating Inspections (Qty. 2) on the chiller	Yes
Condenser Cleaning (Qty. 1) on the chiller	Yes
Shut Down (Qty. 1)	Yes
Written Reports	Yes
Priority Emergency Response Service <b>630-734-3200</b>	Yes
Customer Training	Yes



### Controls systems services included

- Demolition of existing controls
- Project Management
- Control System Commissioning
- Owner Control System Operational Training
- All work will be completed by Trane Chicago. Trane will handle any necessary subcontractor coordination.
- Trane can coordinate and complete all jobs while school is in session. Trane will jointly plan these projects with the Gurnee District 56 facilities staff once work starts so that the learning environment is not disrupted.

### Proposal Notes/ Clarifications

- Payment and performance bond is excluded
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane is not responsible for floor tile, drywall, and any other aesthetic items
- Any additional structural work is above and beyond this proposal
- Asbestos abatement is not included
- Temporary services are not included
- Any malfunction or failure after scope of work is performed is the responsibility of the customer and not that of the Trane Company.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Pricing includes above mentioned items only. Customer will be alerted to any additional work/components necessary beyond above scope for approval prior to correcting.
- Documented Point to Point and/or LEED Commissioning Assistance
- Premium Time Labor
- Any network connectivity issues for the site.
- Repair or replacement of any additional equipment being controlled that is found to be defective
- Air and/ or Water Testing and Balancing.
- PC Workstation(s), Laptop(s)



## Pricing and Acceptance

Gurnee District 56  
3706 Florida Avenue  
Gurnee, IL 60031 USA

Site Address:  
Spaulding School  
2000 Belle Plaine Avenue  
Gurnee, IL 60031

### Price for Two Chillers

Total Net Price.....\$565,615.00

### Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond is excluded
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

### Patrick Heneberry

Account Executive  
Upper Midwest/Trane Chicago  
Trane Commercial HVAC North America

7100 S. Madison Street  
Willowbrook, IL 60527

Tel: 630-734-6149  
Fax: 630-323-7480  
Cell: 630-930-2551

Trane Technologies  
E-mail: [patrick.heneberry@trane.com](mailto:patrick.heneberry@trane.com)  
[www.tranetechnologies.com](http://www.tranetechnologies.com)



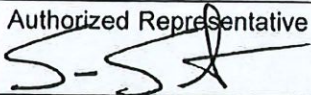
TRANE  
TECHNOLOGIES



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: September 9, 2024
CUSTOMER ACCEPTANCE Gurnee District 56	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative 	Authorized Representative
Printed Name SEAN SMITH	Printed Name
Title DIRECTOR OF BUILDINGS & GROUNDS	Title
Purchase Order	Signature Date
Acceptance Date: 10-3-24	License Number:



#### TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.



**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**14. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**19. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

#### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

**21. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**22. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the



Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### 27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized



to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)  
Supersedes 1-26.251-10(1221)



## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



- longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
  4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
  5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
  6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
  7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
  8. Information Security Contact. Trane's information security contact is Local Sales Office.
  9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
  10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
  11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.



12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

**SIEMENS**

**PROPOSAL**

Gurnee SD56 - BAS Service Agreement 2025

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

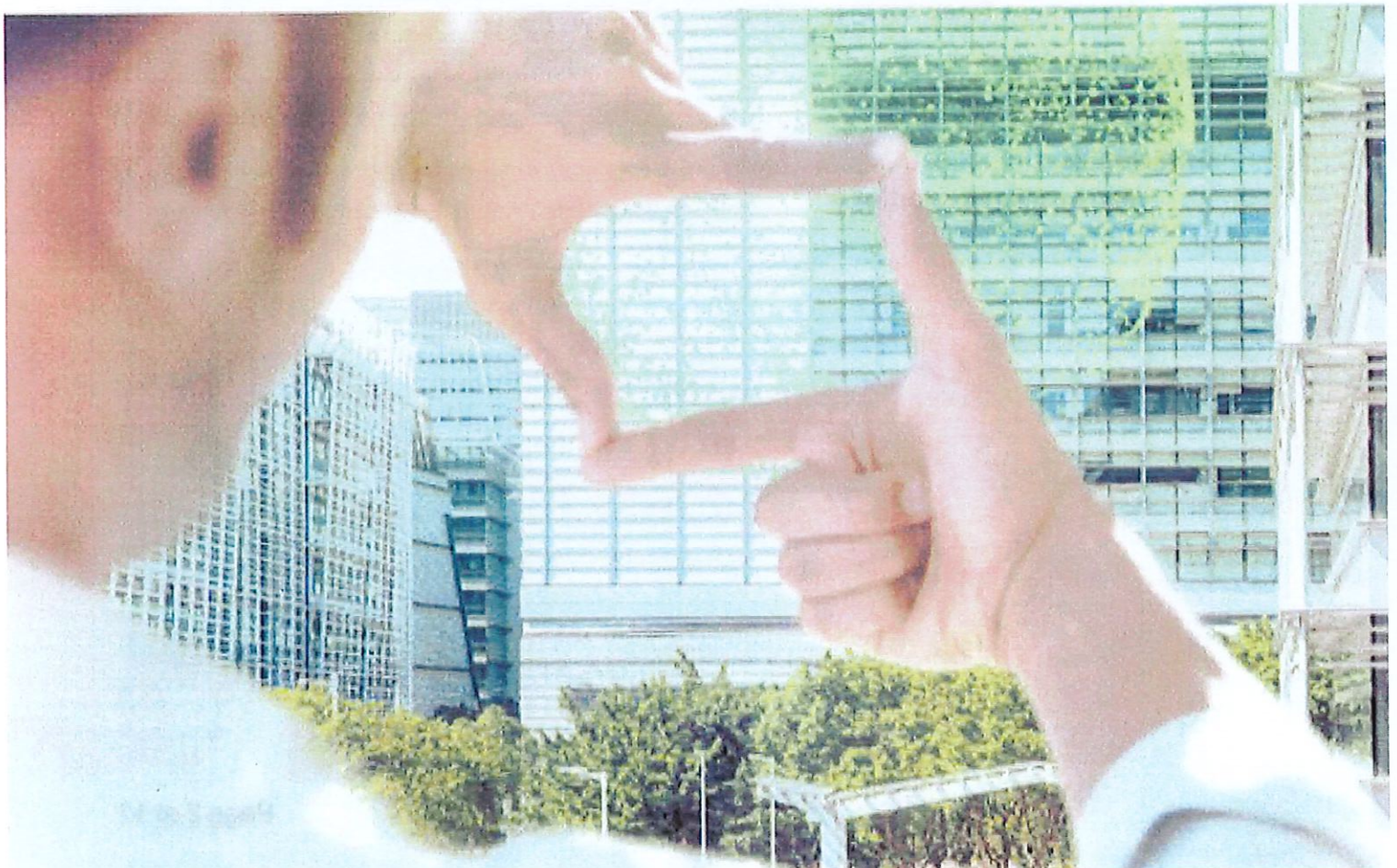
GURNEE SCHOOL DISTRICT 56

**DELIVERED ON**

June 03, 2025

**SMART BUILDINGS**

# Transforming the Everyday



## Table of Contents

INTRODUCTION .....	1
Proposal Information .....	1
Contact Information .....	3
CUSTOMER OVERVIEW .....	4
Executive Summary .....	4
Siemens Capabilities & Customer Commitment .....	5
SERVICE SOLUTION .....	6
Building Services – Automation .....	6
Emergency Response Times – Automation .....	8
SERVICE IMPLEMENTATION PLAN .....	9
Connectivity and Communications .....	9
Service Agreement Contract Characteristics .....	10
Equipment Related Services .....	11
General Services .....	12
Service Team .....	13
TERMS AND CONDITIONS .....	14
Terms and Conditions .....	14
Agreement Terms for Investments .....	15
SIGNATURE PAGE .....	16
Signature Page .....	16
APPENDICES .....	17
Siemens Service Portfolio .....	17

## Contact Information

Proposal #: 9807319  
Date: June 03, 2025

Sales Executive: AJ DeGeorge  
Branch Address: 1701 Golf Rd. Bldg 3, Suite 500  
Rolling Meadows, IL 60008  
Telephone: 224-342-3448  
Email Address: anthony.degeorge@siemens.com

Customer Contact: Sean Smith  
Customer: GURNEE SCHOOL DISTRICT 56  
Address: 3706 FLORIDA AVE  
GURNEE IL 60031

Services shall be provided at: River Trail, Spaulding, Prairie Trail, & Viking Schools

## **Executive Summary**

### **Customer Needs**

The Services proposed in this agreement are specifically designed for GURNEE SCHOOL DISTRICT 56, and the services provided herein will help you in achieving your facility goals.

### **Services Included**

Siemens will provide the following services.

#### **Service Description**

- Onsite Equipment Inspection
- Software Maintenance
- Preventive Maintenance - Automation
- Software Subscription Service - Design CC
- Firmware Updates

## Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

## **Building Services – Automation**

### **Services that deliver the outcomes you want to achieve**

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

#### **BMS Health**

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

#### **Software Subscription Service – Desigo CC**

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

#### **Additional Services**

##### **Onsite Equipment Inspection**

We will provide physical inspection and preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Equipment Related Services in this service agreement. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

##### **Firmware Updates**

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Equipment Related Services. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

##### **Preventive Maintenance – Automation**

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Equipment Related Services in this service agreement.

Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

## **Software Maintenance**

Using appropriate tools from Siemens' suite of diagnostic tools, we periodically perform system diagnostics and then take corrective actions to ensure that the Building Automation System is performing at peak efficiency or to customer requirements. We make sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. We identify and correct software corruption and inconsistencies; eliminate duplicate points, redundant loops and causes of unnecessary traffic; and address unresolved points and alarm reporting problems. This will ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

## **Emergency Response Times – Automation**

### **Emergency Online/Phone Response**

#### **Billable Service**

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, 24 Hours per Day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### **Emergency On-site Response**

#### **Billable Service**

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, 24 hours per day, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

## Connectivity and Communications

### Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

### Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

## Service Agreement Contract Characteristics

Description	AUTOMATION
Hours of Coverage	24 x 7
Response Times (Phone/Online)	Billable
Response Times (Onsite/Emergency)	Billable
Remote Services	No
Third Party Systems	No
Monitoring	No
Additional Labor Discount	0.0%
Additional Material Discount	0.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Material discounts do not apply to 3rd party or non-Siemens Building Products manufactured components.

## Equipment Related Services

### Automation

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
PXC Compact APOGEE 36PT	Onsite Equipment Inspection	16	1	1,2,3	Onsite	N/A
	Software Maintenance	16	1	1,2,3	Onsite	N/A
	Preventive Maintenance - Automation	16	1	1,2,3	Onsite	N/A
PXC Modular	Onsite Equipment Inspection	3	1	1,2,3	Onsite	N/A
	Software Maintenance	3	1	1,2,3	Onsite	N/A
	Preventive Maintenance - Automation	3	1	1,2,3	Onsite	N/A

## General Services

Service Description	Qty	Frequency	Year
Software Subscription Service - Desigo CC	1	1	1,2,3
Firmware Updates	19	1	1,2,3

## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

### Your Assigned Team of Service Professionals will Include:

**Sales Executive** manages the overall strategic service plan based upon your current and future service requirements.

**Remote Services Specialist** is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

**Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Primary Service Specialist** is responsible for performing the ongoing service of your system.

**Service Coordinator** is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

**Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

**Service Administrator** is responsible for all service invoicing including both service agreement and service projects.

## Terms and Conditions

### Terms and Conditions (Click to download)

[Terms & Conditions](#)

([www.siemens.com/standard-terms-service](http://www.siemens.com/standard-terms-service))

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Addendum(s) are Incorporated and made part of the Siemens Standard Terms and Conditions:

### Click on addendum below to read/download

[Software License Warranty](#)

([www.siemens.com/software-license-addendum](http://www.siemens.com/software-license-addendum))

[Web Based Offering](#)

([www.siemens.com/infrastructure/offering](http://www.siemens.com/infrastructure/offering))

[Enlighted Data Processing Agreement](#)

([www.siemens.com/enl-data-process](http://www.siemens.com/enl-data-process))

[Enlighted Service Level Agreement](#)

([www.siemens.com/enl-sla](http://www.siemens.com/enl-sla))

[Enlighted Acceptable Use Policy](#)

([www.siemens.com/enl-acceptable-use](http://www.siemens.com/enl-acceptable-use))

[Exclusions and Clarifications](#)

([www.siemens.com/clarification-addendum](http://www.siemens.com/clarification-addendum))

## Agreement Terms for Investments

Services shall be provided at:

River Trail, Spaulding, Prairie Trail, & Viking Schools

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

**Duration (Initial Term and Renewal):** This Agreement shall remain in effect for an Initial Term of 3 Periods beginning July 1, 2023. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1, 2025 - Jun 30, 2026	Annually (In Advance)	\$27,420.00
2	Jul 1, 2026 - Jun 30, 2027	Annually (In Advance)	\$28,790.00
3	Jul 1, 2027 - Jun 30, 2028	Annually (In Advance)	\$30,375.00
Multi-Period Investment Total			\$86,585.00*

### Amount Due In Advance Based On Billing Frequency

Estimated sales taxes have been included in the investment amount. The exact amount will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

**\*Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).**

## Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

### Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1, 2025 - Jun 30, 2026	Annually (In Advance)	\$27,420.00
2	Jul 1, 2026 - Jun 30, 2027	Annually (In Advance)	\$28,790.00
3	Jul 1, 2027 - Jun 30, 2028	Annually (In Advance)	\$30,375.00

#### Proposed by:

Siemens Industry, Inc.

Company

AJ DeGeorge

Name

9807319

Proposal #

\$86,585.00

Proposal Amount

June 03, 2025

Date

#### Accepted by:

GURNEE SCHOOL DISTRICT 56

Company

SEAN SMITH

Name (Printed)

SSA

Signature

DIRECTOR OF FACILITIES & GROUNDS

Title

7-1-25

Date

Purchase Order # ☐ PO for billing/print only ☒ PO not required

## Siemens Service Portfolio

### Advisory and Performance Services



#### Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended. We provide help you achieve:

- Optimized control, safety, and security
- Assisted regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

#### Facility Assessment & Planning

In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program.

#### Test & Inspection

Regular check-ups to measure system performance compared to your defined facility and regulatory requirements and risks.

#### Proactive Service

Services performed on a regular schedule or based on data analysis to verify and improve system state.

#### Documentation Management

Management of critical building system and compliance information, with organization and access determined by your needs.

#### Connective Services

Immediate response to system helpings or needs to restore functionality and integrity to desired state.



#### Optimize Performance & Productivity

Enhance building performance while independent, measure, then optimize productivity and efficiency, consider sustainable benefits.

- Enhanced system performance
- Maximizing operational productivity
- Improved decision-making through data analysis

#### Performance Planning

Planning and prioritization of improvement measures to increase building and/or process performance and efficiency.

#### Proactive Services

Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and corrective actions taken.

#### System Improvement & Integration

Enhancements to address your current system to increase staff productivity, system performance, and operational energy efficiency.

#### Training & Operational Support

Training, coaching, and on-site support to increase staff productivity and knowledge.

#### Unplanned Services

On-site and/or remote response to monitor system events and alerts, and take appropriate action.



#### Project Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology. To achieve outcomes such as:

- Extended system life
- Maximum return on investment
- Reduced security of data technology

#### Technology Planning

Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments.

#### System Updates / Upgrades

Software upgrades and firmware updates are provided, delivering the most current technology and functionality.

#### System Migration / Modernization

Enhancements to your system by migrating them to the most current hardware and software platforms, resulting in increased functionality and performance levels.

#### Remedial & Extensions

Modifications are made to existing systems to accommodate changes to your facility usage and footprint.

#### New Installation Services

Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance.



#### Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

#### Energy & Sustainability Master Planning

Strategy and planning services provide a detailed master plan to provide budget transparency, analyze improved performance and sustainability, reduce energy consumption, and maximize operational costs.

#### Energy Conservation

Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption.

#### Energy Production & Storage

Using innovative design and simulation tools, energy production and storage systems improve energy efficiency, energy availability, security of supply, and carbon reduction.

#### Energy Procurement

With advanced procurement technologies and formal contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty.

### Digital Services



**Cincinnati**  
4824 Interstate Dr  
Cincinnati, OH 45246  
Office 513.866.2210

**Chicago Metro**  
884 County Line Rd  
Bensenville, IL 60106  
Office 630.688.9423

**Indianapolis**  
2346 S Lynhurst Dr Ste 404  
Indianapolis, IN 46241  
Office 219.293.8575

**Montana**  
233 E Main St #410  
Bozeman, MT 59715  
Office 406.519.5399

#### PROJECT INFORMATION

Gurnee School District 56- River Trail School- Gutters & Overhang  
333 O'Plaine Road  
Gurnee, Illinois 60031

#### PROPOSAL DATE

January 31, 2025

#### EXPIRATION

Valid 30 days from the Proposal Date.

#### PREPARED FOR

Sean Smith  
Gurnee School District 56  
3706 Florida Ave  
Gurnee, Illinois 60031  
ssmith@d56.org  
(847) 505-1616

#### DRAWINGS

Drawing Date:  
Addendums:

Per Site Visit - January 29, 2025  
**NO ADDENDA ACKNOWLEDGED**

#### PROJECT OVERVIEW

Exterior Gutters & Overhang

#### PROJECT PRICING

METAL GUTTERS & OVERHANG

\$26,500.00

**BASE BID:**

**\$26,500.00**

*Twenty-six Thousand, Five Hundred Dollars*

#### SCOPE OF WORK

##### METAL GUTTERS & OVERHANG

This project includes all exterior brown metal gutters, downspouts, overhang & eaves around the building

- Surfaces will be cleaned and prepared for new paint.
- Apply one coat of [Sherwin Williams ProCryl Acrylic primer](#).
- Apply one coat of [Sherwin Williams ProIndustrial Multi-Surface Acrylic coating](#), to match existing color.
- Work areas will be contained and cleaned up after application.

\*Includes Prevailing Wages

#### CLARIFICATION AND ASSUMPTIONS

##### Limited Warranty

- PPD Painting warrants labor and material for a period of 1 year. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This warranty excludes, and in no event will PPD Painting be responsible for consequential or incidental damage caused by others, accident or abuse, temperature changes, settlement, or moisture, i.e. cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at the time of work but will not be covered under this warranty.
- *Touch-up* refers to work not properly completed by painters and is included in the warranty.
- *Damage repair* is damage caused by others after painting work was properly completed and is not included in the warranty.

##### Work Standard

- All work is to be completed in a workman like manner according to standard practices. It is essential that the work area be available to us, free from other trades. Our employees will remain on the job until completion of the project, weather permitting. The work site will be cleaned daily and upon project completion. All agreements are contingent upon strikes, accidents, or delays beyond our control.
- Work procedures as per standards of the PDCA (Painting and Decorating Contractors of America). Copies of these standards are available [here](#) or on request.
- The painting contractor will produce a "properly painted surface". A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface that is free of drips, spatters, spills, or over spray which the contractor's workforce causes. Compliance to meeting the criteria

of a "properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

#### **Change Orders**

- If after you agree to this work, you desire any changes of additional work, please contact us as the cost of all revisions must be agreed upon in writing. Employees are instructed not to undertake additional work without authorization.
- You will be notified of any additional work and pricing provided before it is done. Time and materials work is charged at a rate of \$75.00 per labor hour with cost plus 15% on materials.

#### **Payment Terms**

- Projects under \$5,000 will be billed upon completion with net 30 terms.
- Projects between \$5,001 and \$24,999 will be billed 1/3 mobilization on day 1 and 2/3 upon substantial completion.
- Projects over \$25,000 will be billed 1/3 mobilization on day 1, 1/3 at 50% completion, and 1/3 upon substantial completion.
- Payments made with Credit Card will incur convenience charge of 3.65%

### **PROJECT QUALIFICATIONS**

We **INCLUDE** the following items:

1. Insurance coverages listed below. Please contact us for additional insurance needs or a formal certificate. Commercial General Liability (Including Contractual Liability) - \$1,000,000/\$2,000,000 Automobile Liability - \$1,000,000 Umbrella Liability - \$5,000,000 Workers Compensation - \$500,000 Rented Equipment - \$250,000
2. Prices include labor, materials, and equipment needed to properly complete scope of work listed above.
3. PPD Painting is an open shop contractor. Labor affiliations or wage requirements such as prevailing wages are not included unless otherwise specified above.

We **EXCLUDE** following items:

1. Roofing, Mechanical Attachments, Grout, Stone Tuckpoint, Concrete, Shingles, Hardware, Windows, Glass, Fire sprinklers, Fire Alarm, Hinges, Thresholds, Galvanized Metal, Gutters, Downspouts, Copper Caps, Ridge Vents.
2. City permits and Fees. If required, costs are pass through expense.
3. Repairs to previously painted surfaces damaged after the completion of painting.
4. Premium Time includes overtime, after hours, or weekend work. Unless otherwise specified above, premium time may incur additional costs.
5. Fascia, soffit, timbers, steel beams, Rafter tails, reclaimed barn wood, handrails, Masonry and Stone. Deck flooring in Oil natural stain. Western Cedar and Barnwood. Chinking Repairs.

### **CONDITIONS**

1. **Contract:** This proposal is contingent upon both parties entering a written contract on terms and conditions consistent with or equivalent to the terms and conditions of AIA document A401-2007 unless other mutually agreed upon contract is fully executed.
2. **Material Price Change:** A change in the price of an item of material of more than 5% between the date of this bid proposal and the receipt of contract shall warrant an equitable adjustment in the subcontract price.
3. **Access:** Our proposal is based on the client providing open access to work site areas to allow for the stocking of equipment and material. Material stocking via stairway or elevator will incur additional costs.
4. **Liability:** PPD Painting assumes no responsibility or liability for any loss and/or damages caused by visible or concealed deficiencies or failures, including but not limited to mold, mildew or other toxins, either pre-existing or post-replacement unless said loss and/or damages are proven to be caused solely by the negligence of PPD Painting.
5. **Project Team:** Acceptance of this proposal qualifies PPD Painting to be part of the project team. We must be included in all phases of planning (including project team membership) to guarantee overall success of this project.
6. **Schedule:** Other Subcontractor's failure to maintain schedule causing PPD Painting to work overtime shall constitute a change order and is **NOT** included in this proposal.
7. **Design:** PPD Painting does not warrant or represent the sufficiency of the plans, specifications or color selections. We further make no representation as to the sufficiency of the same for any purpose and we rely on the Contract Documents provided to us by the Customer, Owner or Architect.
8. **Damages:** Liquidated and/or consequential damages are not included
9. **Indemnity:** Any contractual duty to indemnify, defend and hold harmless the Contractor, Owner, Architect, or their agents will not include any right to indemnity where the indemnified party's negligence is a proximate cause of injury to persons or property.

*All work to be completed in a professional manner according to standard Practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.*

### **CONTACT INFORMATION**

Jenna Cionko | Business Development Manager  
PPD Painting | Chicago | Cincinnati | Montana | Indianapolis  
(224) 374-5844 | jenna@ppdpainting.com

ACCEPTED BY:

Printed Name:

SEAN SMITH

Signature:

SEAN SMITH

Date:

2-27-25

May 30, 2025

Rachael McDow  
Schroeder Asphalt Services, Inc.  
PO Box 831  
Huntley, IL 60142

**GHA** GEWALT HAMILTON  
ASSOCIATES, INC.  
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: District 56 2025 Pavement Improvements  
Notice of Award

Dear Mr. Aspegren:

During the regularly scheduled board meeting on Wednesday May 28, 2025 the Gurnee District 56 School Board awarded Schroeder Asphalt Services, Inc. the 2025 pavement improvement project in the amount of \$1,101,915.25.

At your earliest convenience please provide the required contract bond as stipulated in the documents along with your certificate insurance for review. We are looking forward to working with Schroeder Asphalt Services, Inc. on this project.

If you have any questions please contact me by email at [bwesolowski@gha-engineers.com](mailto:bwesolowski@gha-engineers.com) or by phone at 847-821-6235.

Sincerely,  
Gewalt Hamilton Associates, Inc.



Brian J. Wesolowski, P.E. CFM  
Division Director

Cc: Sean Smith – District 56  
Enrique Sanchez – GHA  
Scott Gaunky – GHA  
Edward Speckart – GHA



Bond No.: HGMW-238-2288

District

Know all men by these presents, that we, Schroeder Asphalt Services, Inc., a Corporation organized under the laws of the State of Illinois, and licensed to do business in the State of Illinois, as Principal, and Hudson Insurance Company a corporation organized and existing under the laws of the State of Delaware, (Name of Surety) with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the People of the State of Illinois in the penal sum of One Million One Hundred One Thousand Nine Hundred Fifteen and 25/100 Dollars (\$ 1,101,915.25) lawful money of the United States, well and truly to be paid unto said People of the State of Illinois, for the payment of which we bind ourselves, our successors and assigns, jointly, severally and firmly by these presents.

The condition of the foregoing obligation is such that whereas, the said Principal has entered into a written contract with the State of Illinois acting through the Department of Transportation, for the construction of the work designated as

Contract Number \_\_\_\_\_, which requires specific assurance of performance of \_\_\_\_\_

Placed under said contract more fully described in said contract, which by this reference is made a part hereof as if written herein at length, the said Principal has promised and agreed to perform said described responsibilities in accordance with the terms and conditions of said contract.

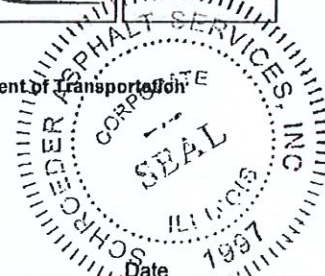
Now therefore, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, until the said work shall have been accepted, and shall hold the People of the State of Illinois and the said Department of Transportation harmless on account of any damages, and shall in all respects fully and faithfully comply with all provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

In witness whereof, we have duly executed the foregoing

This 2nd day of June, 2025

Surety			Principal		
Hudson Insurance Company			Schroeder Asphalt Services, Inc.		
Address			Address		
100 William Street, 5th Floor			PO Box 831		
City	State	Zip Code	City	State	Zip Code
New York	NY	10038	Huntley	IL	60142
Attorney In Fact Signature/Seal		Date	Signature/Seal		Date
		6/2/25			6/14/25
James I. Moore, Attorney-In-Fact					
Agent for Surety					
HUB International Midwest Limited					
Address					
1411 Opus Place, Suite 450					
City	State	Zip Code			
Downers Grove	IL	60515			
Signature		Date	Regional Engineer Signature		Date
		6/2/25			
Martin Moss					

Illinois Department of Transportation



Completed 06/02/25

BC 1241 (Rev. 08/21/20)

STATE OF ILLINOIS

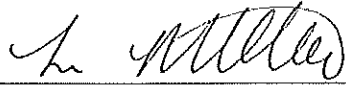
COUNTY OF DUPAGE

On June 2nd, 2025, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Hudson Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275



Lisa Marotta, Notary Public





Bond No.: HGMW-238-2288

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Stephen T. Kazmer, James I. Moore, Tariese M. Pisciotto, Dawn L. Morgan, Jennifer J. McComb**  
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest Dina Daskalakis  
Dina Daskalakis No. 01MU6067553  
Corporate Secretary

HUDSON INSURANCE COMPANY

By Andrew A. Dickson  
Andrew A. Dickson  
Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of June, 20 25.

(Corporate seal)



By Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

# AIA Document A101 – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Tenth day of March in the year Two Thousand and Twenty-Five

*(In words, indicate day, month and year.)*

BETWEEN the Owner:

*(Name, legal status, address and other information)*

Gurnee School District 56  
3706 Florida Avenue  
Gurnee, Illinois 60031

and the Contractor:

*(Name, legal status, address and other information)*

Helm Service  
2601 Beverly Drive, Suite 111  
Aurora, Illinois 60502

for the following Project:

*(Name, location and detailed description)*

2025 Viking Middle School Water Heater Replacement  
4460 Old Grand Avenue  
Gurnee, Illinois 60031

The Architect:

*(Name, legal status, address and other information)*

Wold Architects and Engineers  
220 North Smith Street, Suite 310  
Palatine, Illinois 60067  
Tel: 847-241-6100  
Fax: 847-241-6105

The Owner and Contractor agree as follows.

*(Paragraph Deleted)*

### TABLE OF ARTICLES

#### 1 THE CONTRACT DOCUMENTS

#### 2 THE WORK OF THIS CONTRACT

#### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1956, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. The American Institute of Architects, "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 19:04:42 ET on 03/10/2025 under Order No 2114560194 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes

(JB5AD431)

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

*(Paragraph Deleted)*

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Actual work on site shall not commence until as noted in the Contract Documents.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: July 18, 2025

Init

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Seventy-Two Thousand Eight Hundred Twelve Dollars (\$172,812.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement: *(insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: *(insert terms and conditions for liquidated damages, if any.)*

N/A

#### § 4.6 Other:

*(insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Twenty-Fifth Day of the Month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Provided that there are no outstanding liens or claims and that in the opinion of the Owner the previous work has been done properly and is on schedule for completion of construction and the unpaid balance in each case is sufficient to complete the unfinished work, upon fifty percent (50%) completion of the Work, the Owner shall have the option, in its sole discretion, to make subsequent payments in each case for ninety-five percent (95%) of the value of the completed Work, the retainage thus being reduced to five percent (5%)

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.

*(insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(if the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 5.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(insert any other conditions for release of retainage upon Substantial Completion.)*

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work, as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(insert rate of interest agreed upon, if any.)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction if demanded by Owner.

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Sean Smith  
Director of Maintenance and Facilities  
Gurnee School District 56  
3706 Florida Avenue  
Gurnee, Illinois 6003

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Jeff McCoy  
Helm Service  
2601 Beverly Drive, Suite 111  
Aurora, Illinois 60502

Init.

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User Notes:

(3B9ADA31)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201<sup>TM</sup> 2017, General Conditions of the Contract for Construction where the basis of payment is a Stipulated Sum, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201<sup>TM</sup> 2017 General Conditions of the Contract for Construction, and elsewhere in the Contract Documents.

*(Paragraphs Deleted)*

#### § 8.7 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101<sup>TM</sup> 2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A201<sup>TM</sup> 2017, General Conditions of the Contract for Construction

*(Paragraphs Deleted)*

5. Drawings: As listed in the Drawings Cover Sheet

*(Table Deleted)*

6. Specifications: As listed on the Project Manual Table of Contents

*(Table Deleted)*

7. Addenda, if any:

Number	Date	Pages
Addendum No. 1	February 11, 2023	Two (2) typed pages and attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8. Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

*(Paragraphs Deleted)*

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Over Notes

4/11/2023

*(Table Deleted)*

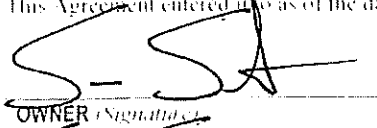
*(Paragraph Deleted)*

*(Table Deleted)*

9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™, 2017, provides that the advertisement or invitation to bid, instructions to bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above:

  
OWNER (Signature)

Ginnec School District 56

SEAN SMITH  
(Printed name and title)

DIRECTOR OF FACILITIES & GROUNDS

  
CONTRACTOR (Signature)

Helm Service

Jeffery L. McCoy, President

(Printed name and title)

Int.

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*Education that inspires...Opportunities for all*

## **GURNEE SCHOOL DISTRICT 56**

3706 Florida Avenue

Gurnee, IL 60031

847-336-0800

[www.d56.org](http://www.d56.org)

### **Gurnee School District #56 Snow Removal Specifications**

#### **Bid Opening and Bid Award**

Sealed bids will be accepted on the forms provided at the following location until 11:00 a.m., on Tuesday, September 17, 2024, and should be clearly marked as:

Gurnee School District 56  
Attn: Sean Smith  
Snow Removal Sealed Bid  
3706 Florida Avenue  
Gurnee, IL 60031

The recommendation to provide the contracted service of snow removal for Gurnee School District 56 will be submitted to the Gurnee School District 56 Board of Education at the regularly scheduled board meeting to be held on Wednesday, September 25, 2024. The decision of the Board of Education will be distributed to all contractors submitting a bid proposal immediately following the bid award. All contractors are invited to attend the board meeting.

Gurnee School District 56 reserves the right to reject any and all proposals, waive irregularities, and to make an award on the proposal that in its opinion is the most advantageous to the school district.



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## Scope of Services

### Site Locations

Spaulding School  
2000 Belle Plaine Avenue  
Gurnee, IL 60031

River Trail School  
333 N. O'Plaine Rd.  
Gurnee, IL 60031

Viking School  
4460 Old Grand Avenue  
Gurnee, IL 60031

District Office  
3706 Florida Avenue  
Gurnee, IL 60031

Transportation Center  
3801 Swanson Court  
Gurnee, IL 60031

1. Contractors are encouraged to visit the sites to determine square footage of all asphalt and sidewalk areas. Addresses are listed above for all sites. Please notify the Director of Facilities and Ground before you come out.
2. Every snow removal is to be done in a manner that clears all paved surfaces from "curb-to-curb" including parking lots, and hard-surface playground areas. All stacking areas the vendor creates shall not impede pedestrian walkways or block gates and drainage.
3. The contractor is expected to provide all of the necessary equipment to ensure that snow is moved up, over, and beyond the curbs and put in the designated stacking areas for every snow removal.
4. Relocation of snow placed in other than designated stacking areas will be at the contractor's expense and must be done within eight hours of notification. In the instance of a major snowfall the District will indicate, within a 12-hour period, a designated area to where the snow can be moved.
5. The contractor is to begin snow removal and ice management operations as late as possible to complete each facility no later than 5:00 a.m. The Transportation Center on Swanson Court needs to be completed by 4:00 a.m. One additional exception that is required for the facility at 3801 Swanson Court is that the contractor needs to return to complete snow removal and salting of the parking lot after the school buses have left the lot. Generally, this will be at approximately 7:00 a.m. This specific area will need to be plowed and/or salted by 8:30 a.m. before the return of the School Buses.
6. If snow is continuous at 5:01 a.m. the contractor is responsible for providing adequate equipment to ensure snow removal service until the start of school at each site simultaneously. The district typically requires this service if an additional 2" is expected to fall before the start of school hours.



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7. If there is an accumulation of snow after the start of school, the contractor will be notified by school district personnel if it is necessary to provide service to keep aisles, walkways, drives, and primary parking lots clear for vehicle and pedestrian traffic.

8. The contractor is required to provide complete salt-spreading services immediately after plowing.

9. The contractor is expected to minimize the number of pushes used and to perform the snow removal as efficiently as possible.

10. Special snow removal service requests or salt spreading service requests and corrective actions must be responded to in less than one hour. There may be special requests on weekends and holidays for the Transportation Center or building events.

11. Said contractor will be provided with a list of school personnel authorized to make special requests of the contractor. No hourly equipment or "as needed" salt spreading services shall be provided without the contractor first receiving a special request from District personnel.

12. Only as requested, the contractor is also to provide "as needed" salt spreading services, either for an entire lot or spot salting. If salt spreading is needed (other than following a plowing) the District is responsible to pre-authorize each request in advance of service. Salting that is performed without pre-authorization will not be paid by the District.

13. The vendor is to provide the District with number(s) that will be answered by a representative and not a voice mail, 24/7 during snow removal operations. In addition, the vendor will assign at least one "dedicated" person per facility to perform snow removal operations.

### Terms of the Contract

Gurnee School District #56 is requesting proposals for one, two, and three years. The recommendation to the Gurnee School District 56 Board of Education will be based upon the proposal that is the most financially beneficial for the school district.

### Working Conditions

The "contractor" is on call 24 hours per day, seven days a week, for regular and special service requests. Weekends and holidays are treated as regular business days. This is effective from the first snowfall of 1" or greater through the last snowfall of 1" or greater during the entire snow removal season. The District requires a response time of no more than one (1) hour for arriving at the sites to plow in case of emergence needs or unforeseen school activities.

### Definition of Liability

- The contractor will exercise the care necessary to maintain the District's facilities in the condition in which they were found.
- Snow removal is to be done using standard acceptable industry practices. The bidder accepts all responsibility to have proper equipment and manpower to address all locations awarded in this bid.
- Any damage which is done to fences, signs, light fixtures, pavement, curbs, turf, and plant material, etc. will be the responsibility of the contractor to repair at his expense.
- The District will conduct a "walk-through" at the end of the season to note any damage which will be at the responsibility of the contractor to repair at the contractor's expense.
- The District will withhold final payment until repair is complete or compensation has been received to cover the cost of repair work.

### Equipment (forms provided)

The contractor will submit a list and description of the equipment that will be used as a part of this contract. The bid price shall include the cost for any maintenance and fuel that will be required.

### References (forms provided)

The contractor will furnish a list of five (5) current clients with contacts and phone numbers. A listing of three (3) clients that the contractor has provided service during the past five years but no longer provides service should also be submitted.

## **Additional Specifications**

### **Rate Structure**

Please indicate the flat rate per plowing, per site, based on the following accumulations:

- 1" to 3.9" snowfall
- 4" to 6" snowfall
- 6.1" to 9" snowfall
- 9.1" and above snowfall

Please indicate the flat rate for salt applications for parking lots, and playground areas per application, per site.

Please list all additional hourly services and the fee per hour.

### **Contract Renewal**

The term of this contract is for up to three years.

### **Cancellation**

The District reserves the right to cancel the contract at any time if the contractor repeatedly fails to perform to the contract specifications or the specified work is performed in an unsafe manner.

### **Billing Requirements**

Separate invoices are required for flat and hourly services that indicate the time and date the services were performed.

All invoices received will be paid monthly based on the date of the District's board meetings.



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# Contractor's Certification

For  
Snow Removal Bid

*Submitted as required by*

Gurnee School District 56  
3706 Florida Avenue, Gurnee, IL 60031

State of Illinois )  
                              ) SS  
County of Lake )

## CERTIFICATION BY CONTRACTOR/VENDOR PURSUANT TO CHAPTER 39, ARTICLE 33E OF THE ILLINOIS REVISED STATUTES

In compliance with Section 33-E-11 of the Criminal Code of 1961, the undersigned contractor/vendor hereby certifies that said contractor/vendor is not barred from bidding on any contract offered for bid by any unit of State or local government as a result of a violation of either Section 33 E-3 (bid rigging) or Section 33 E-4 (bid rotating) of Article 33 E of the Criminal Code of 1961. This certification is executed and submitted for the purpose of inducing the Board of Education of Gurnee Schools District 56 to consider the sealed bid to which is attached and/or entered into a contract with the undersigned contractor.

Dated: This 9/16 day of <sup>2024</sup>~~2021~~ Sept

  
\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Owner  
Title

Representing and Acting on Behalf Of

Hahn Snow & Ice

Company Name

414.551.6536

Phone Number

N/A

Fax Number

38921 N. Cedar Crest Drive

Address

Lake Villa

City

IL.

State

60046

Zip



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## Statement of Nondiscrimination Snow Removal Bid

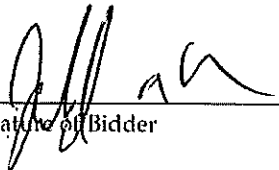
*Submitted as required by*

Gurnee School District 56  
3706 Florida Avenue, Gurnee, IL 60031

As a part of my bid on a contract to provide Snow Removal Services if such is required heretofore certify:

1. That in hiring of employees for the performance of work under this contract or any subcontract, as contractor, or any persons acting on the contractor's behalf, shall not, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
2. That no contractor, subcontract, nor any person acting on the contractor's behalf, shall not in any manner, discriminate or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.
3. For the performance of the contract, the contractor shall agree as follows: That all contractors or subcontractors will comply with state laws regarding nondiscrimination. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, or sex.

Furthermore, it is understood that the undersigned has been given authority to represent the company herein listed below.

  
\_\_\_\_\_  
Signature of Bidder

Owner  
\_\_\_\_\_  
Title

09.16.2024  
\_\_\_\_\_  
Date

Representing and Acting on Behalf Of

Hahn Snow & Ice  
\_\_\_\_\_  
Company Name

414.551.6536  
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

38921 N. Cedar Crest Drive  
\_\_\_\_\_  
Address

Lake Villa  
\_\_\_\_\_  
City

IL.  
\_\_\_\_\_  
State

60046  
\_\_\_\_\_  
Zip



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## Equipment Inventory

(duplicate as necessary)

(Please type or print or attach a computerized inventory list on company letterhead)

Ford	F350	2017	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F350	2016	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F350	2016	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F550	2016	Plow / Salter / Service
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F550	2010	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F550	2010	Plow / Shovel Crew
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F550	2009	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Ford	F550	2002	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
International	4300	2006	Mechanic
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
International	4400	2006	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
International	4400	2006	Plow / Salter
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Caterpillar	910K	2015	Snow Pusher / Loader
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment
Caterpillar	IT14G2	2012	Snow Pusher / Loader
Equipment Name/Type	Model #	Age of Equipment	Use of Equipment



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### REFERENCE SHEET

PLEASE SUBMIT THE NAMES OF ORGANIZATIONS IN NORTHERN ILLINOIS FOR WHOM YOU HAVE SUPPLIED SNOW REMOVAL SERVICES.

1. Name: Gurnee School District 56  
Address: 3706 Florida Ave.  
City: Gurnee, IL. 60031  
Contact Person: Sean Smith  
Telephone: 847-505-1616
  
2. Name: Village of Round Lake Beach  
Address: 911 Lotus Drive  
City: Round Lake Beach  
Contact Person: Scot Hilts  
Telephone: 847-546-8752
  
3. Name: TLE  
Address: 465 N. Riverside Drive  
City: Gurnee  
Contact Person: Kristin Gillespie  
Telephone: 224.656.5309
  
4. Name: Tricel Corporation  
Address: 2100 Swanson Court  
City: Gurnee  
Contact Person: Steve Loudin  
Telephone: 847-336-1321
  
5. Name: FedEx  
Address: 1121 S. Northpoint Blvd.  
City: Waukegan  
Contact Person: Francine Mendoza  
Telephone: 800.463.3339



Distinguished Program

Prior Customer List

PLEASE SUBMIT THE NAMES OF ORGANIZATIONS FOR WHOM YOU HAVE SUPPLIED SNOW  
REMOVAL SERVICES WITHIN THE LAST FIVE (5) YEARS.

1. Name: Key Investment & Management  
Address: 1263 S. Highland Ave. Suite 2W  
City: Lombard  
Contact Person: Roger Chavez  
Telephone: 630-932-5757  
Reason for Termination No longer own the property in Gurnee.  
of Contract: \_\_\_\_\_
2. Name: Gurnee School District 56  
Address: 3706 Florida Ave.  
City: Gurnee, IL. 60031  
Contact Person: Sean Smith  
Telephone: 847-505-1616  
Reason for Termination Contact term completed  
of Contract: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Reason for Termination \_\_\_\_\_  
of Contract: \_\_\_\_\_



Distinguished Program

# Hahn Snow & Ice

Snow & Ice Management Pricing for Gurnee School District 56					
	Salting	1" to 3.9" Plowing	4" to 6" Plowing	6.1" to 9" Plowing	9.1" & Above Plowing
Gurnee DO	\$72.00	\$72.00	\$72.00	\$72.00	ST&M
Viking	\$300.00	\$300.00	\$300.00	\$300.00	ST&M
Spaulding	\$287.00	\$287.00	\$287.00	\$287.00	ST&M
Transportation Center	\$457.00	\$457.00	\$457.00	\$457.00	ST&M
River Trail	\$202.00	\$202.00	\$202.00	\$202.00	ST&M

**Notes:** Proactive approach, service begins before the event with a Pre-Salt application. Plow trigger is set at 1/2".

Time and Material Rates	
Pricing when customer requests services above and beyond the contractual scope of work	
Truck w/ 8' plow	\$125.00 per hour
Truck w/ 10' Plow	\$150.00 per hour
5 Yard Salt/Plow Truck	\$200.00 per hour
Skidsteer Loader	\$175.00 per hour
Wheel Loader < 2yd Bucket	\$300.00 per hour
Wheel Loader > 2yd Bucket	\$350.00 per hour
8'-12' Push Box	\$150.00 per hour
14'-20' Push Box	\$200.00 per hour
Tractor Mounted Snow Blower	\$500.00 per hour
6 Wheel Dump	\$125.00 per hour
18 Wheel Dump	\$150.00 per hour
Hand Shovel Labor	\$75.00 per hour
Sidewalk Snowblower	\$100.00 per hour
Sidewalk Machine w/Plow & Salter	\$150.00 per hour



# Landscape Management Agreement

Gurnee SD #56 Master Prairie Trail, River Trail, Spaulding, Transport Center,  
Viking, Admin Building

Prepared by  
Frank Swearingen

**Date: 2/25/2025**

**Client Address:**

Sean Smith  
Gurnee School District 56  
3706 W Florida Avenue  
Gurnee, IL 60031

**Site Address:**

Gurnee SD #56 Master Prairie Trail,  
River Trail, Spaulding, Transport  
Center, Viking, Admin Building  
3706 W Florida Avenue  
Gurnee, IL 60031

The following Balanced Environments, LLC (BEI) landscape management program has been developed to promote the healthy growth of plant material and to create the landscape environment needed to protect and improve your original landscape investment. As part of our commitment to this goal, we will provide continuous on-site quality control with the assurance of timely updates on conditions relating to your overall landscape. We believe you will find our landscape management program to be the most service and quality oriented available. Professionally trained and supervised personnel shall perform all work in a manner to reflect the most up-to-date and generally accepted horticulture practices.

## Base Maintenance

### Spring Clean up

A general clean-up of landscape beds and turf areas shall be performed in the spring for the purpose of removing all trash (papers, cans, etc.) and landscape plant debris. Tree and landscape beds with existing defined spade edge will be re-edged or re-defined (if applicable) and pre-emergent weed control applied in early spring to deter germination. If no existing bed edge exists a separate proposal can be submitted outside this agreement.

### Bed & Tree Ring Spade Edging, Pre-emergent, & Fertilizer

Tree and landscape beds with an existing defined spade edge will be re-edged or re-defined (if applicable) and pre-emergent weed control applied in early spring to deter germination. If no existing bed edge exists a separate proposal can be submitted outside this agreement.

### Standard Services

1. All turf areas and planting beds shall be policed for debris prior to each mowing. Debris resulting from the client's normal business operations, (i.e. cigarette butts or Styrofoam packing materials) accumulated prior to the signing of this contract may incur additional expenses. This proposal is based upon mowing services to begin May 1<sup>st</sup>. Additional mowing(s) may be performed prior to May 1<sup>st</sup> upon client request and approval and will be invoiced separately.
2. Turf grass shall be cut no more than once weekly to remove no more than 1/3 of the grass blade and ensure a height between 2 1/2" and 3 1/2", according to generally accepted horticultural practices. Mowing frequency may vary depending on temperature, precipitation, and other unforeseen weather factors. All mowers shall have blades kept in a clean and sharp condition to avoid tearing the grass blade. When possible, mowing patterns will be alternated on a weekly basis.
3. Turf clippings that fall onto planting beds, walkway, or driveways, shall be restored to the turf area. Balanced Environments, LLC reserves the right to designate areas where grass clippings are to be collected. If requested, weekly collecting of clippings shall incur an additional expense.
4. Turf grass adjacent to vertical surfaces such as: buildings, posts, and fences shall be trimmed to ensure a consistent height on a weekly basis. Perimeters of all turf areas

- encroaching onto the paved surface.
5. Curb lines, sidewalks (within 5ft of landscaped areas), cobblestone and gravel beds (excluding parking lots) shall be maintained in a weed free condition. Broadleaf weeds in all turf areas shall be treated with post-emergent liquid spray application(s).
  6. Post-emergent weed control and/or hand weeding will be performed to control subsequent weed growth.
  7. Ornamental plant materials shall be fertilized once per season with a granular plant fertilizer incorporated into existing beds.
  8. All trees, shrubs, groundcovers, and evergreens shall be monitored to detect if any insect or disease problems are present. Recommendations for treatments will be quoted separately and performed with client approval.
  9. All perennial beds shall be kept in a weed-free manner. Perennials and ornamental grasses shall be cut back once per season (spring or fall).
  10. Material Data Safety sheets are available upon request.

### **Pruning**

1. All previously maintained trees (up to fifteen feet in height) shall be pruned once which constitutes removal of broken, diseased, or dead branches. Branching in excess of 1" diameter is not included in this agreement and can be removed or pruned at an additional cost.
2. All deciduous shrubs, evergreens, and groundcovers shall be pruned following correct horticultural practices to maintain a consistent height and shape. Flowering plants shall be pruned to maximize individual flowering potential. Dormant and rejuvenation pruning can be performed at an additional cost.

### **Fall Clean Up**

A general clean-up of landscape beds and turf areas shall be performed in the fall for the purpose of removing leaves, cut back of appropriate perennial material and landscape plant debris. Fall cleanup consists of two visits in the month of November.

## **Turf Care**

### **Fertilization & Pre-Emergent Weed Control Round 1**

Our turf fertilization program includes a premium grade slow-release fertilizer applied once per season. Timing and rate of this application shall be adjusted to meet horticultural conditions and contain a one hundred percent (100%) slow-release formula. This application shall contain a pre-emergent herbicide to deter crab grass and weed seed germination. Post-emergent crab grass applications are available outside this agreement and billed separately. This application shall occur in early spring.

### **Broadleaf Weed Control Round 2**

Broadleaf weeds in all turf areas shall be treated with a post-emergent liquid spray application. This application shall occur in late-spring.

### **Broadleaf Weed Control Round 3**

Broadleaf weeds in all turf areas shall be treated with a post-emergent liquid spray application. This application shall occur in late summer.

**Subtotal** \$58,008.85

<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$58,008.85</b>

## Payment Schedule

Schedule	Price	Sales Tax	Total Price
April	\$7,251	\$0	\$7,251
May	\$7,251	\$0	\$7,251
June	\$7,251	\$0	\$7,251
July	\$7,251	\$0	\$7,251
August	\$7,251	\$0	\$7,251
September	\$7,251	\$0	\$7,251
October	\$7,251	\$0	\$7,251
November	\$7,251	\$0	\$7,251
	<b>\$58,009</b>	<b>\$0</b>	<b>\$58,009</b>

## Contract Options

To simplify the renewal process Balanced Environment, LLC is offering a multiple year contract. By making additional years below this contract's period of coverage will be extended accordingly.

<input checked="" type="checkbox"/> 1st Year Contract Price:	\$58,009	
<input type="checkbox"/> 2nd Year Contract Price:	\$59,749	2nd Year Increase 3%
<input type="checkbox"/> 3rd Year Contract Price:	\$61,542	3rd Year Increase 3%

**Invoicing Options:**☒ Regular Mail☐ E-mail

BILLING:		Property Name	
Bill to Address	3706 FLORIDA AVE	Property Address	
City/State/Zip	GURNEE IL 60031	City/State/Zip	
Attention to:	AURORA OROZCO	Manager Name	SEAN SMITH
Phone/Fax	847-336-0800	Manager Phone/Fax	847-505-1616
Billing Email	ACCOUNTS PAYABLE@D5C.ORG	Manager Email	Ssmith@D5C.ORG

**Terms and Conditions**

1. Property Manager/Agent and/or Owner hereafter referred to as Client. Client warrants and represents itself to be owner of the subject work site, or to be one with whom the owner has authorized or knowingly permitted to enter into this agreement on its behalf and to so legally bind itself to the terms herein. No course of prior dealing between the parties and no usage of the trade is relevant to explaining this agreement. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either Balanced Environments, LLC, (Contractor) or its agents or employees, or Client to be other unless expressly stated herein or mutually agreed to in writing by the parties. The parties intend this writing to be the final expression of their agreement.
2. All covenants herein contained shall be construed to be severable as well as joint, and wherever the singular and masculine are used, same shall be construed as meaning the plural, the feminine, or neuter where the context of parties hereto so requires.
3. Contractor agrees to hold Client and its representatives, tenants, trustees, or associates harmless for any damage caused by negligence of Contractor and/or representatives. Damages shall only be repaired upon notification of damages to the Contractor's Corporate Office and by inspection by a representative of the Contractor. Notification must be received within 24 hours of said damage occurring. Under no circumstances shall Contractor be liable for special or consequential damages suffered by Client, Owner, representatives, trustees, or associates.
4. Client agrees to hold Contractor and its representatives, owners, trustees, or associates harmless for any damage caused by negligence of the Client, its representatives, and associates.
5. The invalidity, illegality or unenforceability of any agreement restriction, reservation, or any other provision of this agreement, in its entirety or as applied to a particular circumstance, shall not impair or affect in any manner the validity, legality, enforceability or effect thereof as otherwise applied or to the remainder of this agreement.
6. Contractor shall not be liable or responsible for delays or inability to deliver services under this agreement when due to governmental actions, statutes, ordinances or regulation, strike or other labor trouble fire, windstorm, or other incidents outside of Contractor's control where such delivery of services is impossible or impractical.
7. Payment terms are net 30 days upon completion of services unless specified otherwise. In the event an invoice is outstanding more than 90 days, Contractor may seek interest charges equal to the lessor of 1.5% per month (18% APR) as well as fees and costs of collection including reasonable attorney fees.
8. Either party can cancel this agreement with at least 30 days' written notice via certified mail. The client is responsible for payment for all products and services performed through the cancellation.

Viking	\$10,688.29
Transportation Center	\$8,630.36
Spaulding	\$9,421.54
River Trail	\$9,030.43
Prairie Trail	\$15,786.84
Prairie Trail (Field Mowing)	\$2,743.32
Admin Building	\$1,708.07
	\$58,008.85

period with payment due upon receipt of final invoice.

9. For snow proposals only: Contractor cannot be liable for damages to surfaces, including but not limited to turf, curbs, parking lots and drives, speed bumps, sidewalks, irrigation systems or any other site fixtures immediately in contact with or in close proximity to Contractor work areas. Additionally, Contractor shall not assume responsibility for resident decorations including decorative lighting, statues, containers, bird baths, or benches where snow may be piled. Furthermore, Contractor will not assume responsibility for damages done to any type of underground or exposed object including gas and water lines, electric and telephone wires, cable television wires, b-boxes and sewer clean outs, any and all irrigation components, dog chains, hoses, invisible fence, etc.

**Specific Guarantees for Maintenance and Enhancement proposals**

1. All shrubs, trees and evergreens are guaranteed to be true to name. Any shrub, tree or evergreen which fails to survive for a period of one year after date of planting will be replaced at no charge not including any materials or labor needed to correct site conditions, provided same has received reasonable care by the Client.
2. The guarantee applies to plants purchased and installed by Contractor within the current landscape season of which, replacement(s) will be done on a one-time basis.
3. The guarantee does not extend to transplants, damage resulting from acts of God, vandalism, salt or animal damage, winterkill, drought or lack of water or overwatering. Plants located in areas not able to receive natural rainfall must be covered by an irrigation system for warranty to apply. Sod, seed, herbaceous perennials, seasonal color plantings, and groundcovers are not included. Seed product warranty is limited to proper workmanship and product quality. Establishment is dependent upon natural rainfall or owner's supplemental watering and other natural forces with are beyond Contractor's control.
4. Client is responsible for plant, tree, or evergreen maintenance after the Contractor's initial watering.
5. The guarantee is null and void in the event the Client fails to make payment within payment terms as agreed upon.

*Frank Swearingen*

Frank Swearingen  
Balanced Environments, LLC

2/25/2025

Date



Client Signature  
Gurnee SD #56 Master Prairie  
Trail, River Trail, Spaulding,  
Transport Center, Viking, Admin  
Building

3-20-25

Date