

## **AGREEMENT TO PROVIDE AND INSTALL INTERCOM EQUIPMENT**

**THIS AGREEMENT** made this by and between the River Forest Public Schools District 90, County of Cook, State of Illinois (the "District") and ITR Systems, a corporation, County of DuPage, State of Illinois (the "Contractor").

### **A. GENERAL PROVISIONS**

1. **Scope.** The District's facilities ("facilities") are located at the following addresses:

Lincoln School – 511 Park Avenue, River Forest, Illinois 60305  
Roosevelt Middle School – 7560 Oak Avenue, River Forest, Illinois 60305  
Willard School – 1250 Ashland Avenue, River Forest, Illinois 60305

A quote shall be based furnishing and installing the equipment indicated on Exhibit A, which is incorporated as terms of the contract between the Contractor and the District.

2. **Independent Contractor Relationship.** It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to the District arising out of this Contract shall be that of an independent contractor. Neither Contractor nor any person engaging in any work or services related to the Agreement at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of the District. Should any person indicate to Contractor or any employee or agent of Contractor, by written or oral communication, course of dealing, or otherwise, that such person believes Contractor to be employee or agent of the District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for the location, Contractor shall do so in Contractor's own business name and not in the name of the District.
3. **Payment and Price.** Payment by District for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.
4. **Delivered Price.** YOUR QUOTE PRICE MUST BE A DELIVERED PRICE, ON THE DISTRICT'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE CONTRACTOR.
5. **Default.** Should Contractor fail to fulfill any and/or all terms and conditions of the agreement, he shall be declared by the District to be in default. Contractor shall be subject to any and all other remedies available to District.

6. **Interpretation of Contract Documents.** If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the District's Business Services Consultant a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued by the Business Services Consultant. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective Contractors as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the approval of the quote will not be grounds for withdrawal of his proposal. Contractors shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.
7. **Order of Precedence of Component Contract Parts.**

- a. General conditions.
- b. Addenda, if any.
- c. Special conditions.
- d. Plans or drawings, if any, which may be a part of this contract requirement.
- e. Detail specifications.
- f. Standard specifications of the county, state or federal government, if any.
- g. Advertisement for proposals.
- h. Instructions to Contractors.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the District.

8. **Terms and Termination.**
- a. This Agreement may be terminated prior to its expiration under any of the following circumstances:
    - (1) In the event Contractor shall breach or be in default, under any of the provisions of this Agreement, with the exception of provisions relating to maintenance of insurance, the District may terminate the Agreement if the Contractor shall not have commenced and continued correction of such default or neglect with diligence and promptness within five (5) days after the District shall have notified Contractor thereof in writing; provided,

however, that if Contractor shall have breached or been in default under the same provision on a previous occasion, the District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach or default, upon written notice to Contractor.

- (2) In the event Contractor shall breach or be in default under the insurance provisions of this Agreement, the District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach or default, upon written notice to Contractor.
  - (3) In the event Contractor shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of its property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within ten (10) days of such filing, the Agreement shall automatically terminate.
  - (4) Should the Contractor abandon or neglect the service, or if at any time the District is convinced that the service is unreasonable or that the conditions of the Agreement are being willfully violated, executed carelessly, or in bad faith, he may notify the Contractor in writing, then, and in that case, the Contractor shall discontinue all work under the Agreement and the District shall have full authority to make arrangements for the completion of the Agreement.
  - (5) The District may terminate this contract for convenience, at which time the Contractor will be paid for work completed but not for lost profits or overhead.
- b. Neither the Contractor nor the District shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
- c. Contractor agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Right Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, the USDA regulations implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor's services, or denied employment opportunities by Contractor on the basis of race,

creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

9. **Installation.** Contractor must have a qualified representative on-site during installation of the equipment to supervise the installation and to certify in writing to the District that the equipment was installed according to the manufacturer's specifications and engineering requirements and federal, state and local laws, rules and regulations.

10. **Miscellaneous.**

- a. The District recognizes that the Contractor is an expert in the manner in which the work under this Contract is to be performed, and expects Contractor to perform all work in accordance with the standards required by such expertise.
- b. Contractor shall have no authority or power to sell, transfer or assign this Agreement or Agreement or any interest therein, nor any power or authority to permit any other person or party to have any interest or use any part of the District property covered by the Agreement, for any purpose whatsoever without the prior express written consent of the District, it being the intention of this Agreement to grant the right and privilege solely to Contractor and neither directly or indirectly to any other party.
- c. The waiver by the District of any breach or default under any provision of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by the District shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the Agreement regardless of the knowledge of the District of such breach or default at the time of its acceptance of such payment.
- d. This Agreement constitutes the entire agreement between the District and the Contractor. All changes shall be in writing, duly approved by the District and may not be changed, extended orally, or by conduct.
- e. Payments on any claim shall not prevent the District from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract.
- f. It is further agreed between the District and Contractor that the clauses attached and designated as are hereby in all respects made a part of this contract.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.
- h. The validity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

i. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

11. **Notices.** All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, returned receipt requested and deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to the District, to:

River Forest Public Schools District 90  
7776 Lake Street  
River Forest, Illinois 60305

If to the Contractor, to:

ITR Systems  
2737 S. Curtiss St.  
Downers Grove, IL 60515

12. **Contractor Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.
13. **Successors and Assigns.** District and the Contractor each binds itself, its partners, successors and assigns and legal representatives to other party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents.
14. **Regulatory Requirements.** Contractor shall comply with all laws, rules and regulations applicable to installation of the work. District shall not be responsible for monitoring the Contractor's compliance with any laws or regulations. When Contractor observes conflicting regulatory requirements, it shall notify District in writing immediately. If Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to provide such notice, the Contractor shall pay all costs arising therefrom.
15. **Statutory Requirements.** All applicable federal, state and local laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full.

16. **Dispute Resolution.**

- a. At the discretion of the District, all claims, disputes and other matters between any of the Construction Contractors, Surety, Subcontractors or any Material Suppliers arising out of, or relating to, agreements to which two or more of said parties are bound, or the contract documents or the breach thereof, except with respect to the District's decisions on matters relating to artistic effect, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, as modified herein, unless the parties mutually agree otherwise. The District, Subcontractors and Material Suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The arbitrator shall have authority to decide all issues between the parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work, rights to payment, and whether the necessary procedures for arbitration have been followed. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the District-Contractor shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- b. Notice of the demand for arbitration shall be filed, in writing, with the other party to the arbitration and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.
- c. Unless otherwise agreed in writing, all parties shall carry on the work and perform their duties during any arbitration proceedings, and the District shall continue to make payments as required by the agreement.
- d. If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing party shall pay all costs and attorneys' fees incurred by the prevailing party.
- e. In addition to the other rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:
  - (1) Promptly upon the filing of the arbitration, each party shall be required to set forth, in writing, and to serve upon each other a detailed statement of its contentions of fact and law.
  - (2) All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Civil Practice Act and Illinois Supreme

Court rules applicable to discovery. Such discovery shall be noticed, sought and governed by those provisions of Illinois law.

- (3) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.
- (4) In the event of any litigation or arbitration between the parties hereunder, all attorneys' fees and other costs incurred shall be borne by the party determined to be at fault and, in the event that more than one party is determined to be at fault, shall be allocated equitably by the court or arbitration.
- (5) These additional rules shall be implemented and applied by the arbitrator(s).

## **B. DISTRICT'S RIGHTS AND RESPONSIBILITIES**

### **1. Authorized Representatives of District.**

- a. The District's Project representative for this project is Anthony Cozzi.
- b. District has the right to designate additional authorized representatives to act on its behalf. District and its representatives shall at all times have access to the work.

### **2. Right to Reject or Stop the Work.** District may reject work which does not conform to the quote documents. If the Contractor fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract, District may order the Contractor to stop work, or any portion thereof, until the cause for such order has been eliminated.

### **3. Right to Carry Out the Work.**

- a. If the Contractor neglects or fails to carry out the work in accordance with the Contract or fails to perform any portion of the Contract, District may make good such deficiencies after giving three (3) business days' written notice to the Contractor and its Surety. This shall be without prejudice to any other remedy District may have. District may deduct from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, but not limited to, the cost of Architect/Engineering or other services made necessary by such neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall be liable in such amount to District.
- b. In case of emergencies (as determined by District) involving public health or public safety or to protect against further loss or damage to school property or to prevent or minimize serious disruption of school services, District may cause such

emergency work to be performed without prior notice to the Contractor or its Surety.

4. **Right to Terminate the Contract.** If the Contractor fails or refuses to prosecute the work with such diligence as to allow completion of performance in accordance with the current progress schedule or fails to complete the work at the time of completion in accordance with the documents or commits a breach of any other provision of the Contract documents, District may terminate the Contractor's right to proceed with the work. In such case, District will give the Contractor and its Surety written notice of intention to terminate and the reason therefore and, unless within seven business days the delay or violation shall cease or satisfactory arrangement of correction made, District may issue a written termination notice for the Contractor and its Surety. Thereupon, the Surety will be given the opportunity to complete the work in accordance with the contract documents. Such completion may include, but not be limited to, the use of a completing contractor pursuant to a written takeover agreement, payment of a sum of money required to allow District to complete the work, or other arrangements agreed by the District and Surety. If within seven business days the surety fails to exercise its right to undertake the work, District may take over the work, exclude the Contractor from the site and take possession of all of the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which District has paid the Contractor but which are stored elsewhere, and finish the work as District may deem expedient by contract publicly advertised or otherwise. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If District's expenses in completing the work exceed the unpaid balance of the contract sum, the Contractor shall pay the difference to District.
5. **Termination for Convenience.** At any time, the Owner may terminate the contract for convenience without cause and the Contractor shall receive payment for all work completed but shall not be entitled to lost profit or overhead.
6. **Right to Order Acceleration.** If the Contractor fails to prosecute the work in accordance with the construction schedule, District may require it to increase the number of shifts or overtime operations, days of work or the amount of construction plant or all of them, without additional compensation.
7. **Use and Possession Prior to Completion.** District shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a Certificate of Substantial Completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied except as stated in the Certificate and shall not constitute a waiver of existing claims by either party. The Contractor will be relieved of responsibility for loss or damage to that portion of the work resulting from District's use or possession.
8. **Submittals.** The District will review and monitor all required contractor submittals for conformance with the agreement.



9. **Contractors' Payments.** The District will review contractors' applications for payment; attend and assist in pay meetings; maintain records of payments, contract balances, and all proposed and approved changes thereto. District shall review, reconcile, and maintain the Contractor's Waiver of Liens and sworn statements.
10. **Interpretations.** The District will provide, when requested, interpretation of contract documents; prepare and distribute supplementary drawings, specifications and instructions.
11. **Change Orders.** The District will prepare requests for proposals for contract changes; evaluate contractor's proposals; review and verify the cost of the change and recommend action.
12. **Observation of the Work.** The District will periodically observe the progress of the work as is reasonably necessary to determine that it is proceeding in accordance with the agreement.
13. **Tests.** The Contractor shall give the District at least 24 hours written notice of all tests. The District may witness tests; review and evaluate test reports and notify the Contractor of deficiencies.
14. **Defective Work.** On the basis of tests and observations, the District may disapprove of or reject Contractor's work while it is in progress if the District believes that such work will not produce a completed project that conforms to the agreement or that it will prejudice the integrity of the design concept of the project as reflected in the agreement.
15. **Systems Commissioning.** The District will observe in the refining and adjustment of any equipment or system.
16. **Closeout.** The District shall conduct Substantial Completion and Final Completion inspections. Expedite and coordinate substantial completion, final acceptance, contractors' submittals, final payment and facility turnover in accordance with District's procedures.
17. **Records.** The District will maintain records, including correspondence, submittals, schedules, payment request, addresses of contractors, subcontractors and major suppliers.
18. **Record Drawings.** The District will observe the contractors' record drawings at intervals appropriate to the construction and notify the Contractor of any apparent failure to maintain up-to-date records and all change orders and addenda made during construction, including the location of all concealed systems installed during construction.
19. **Construction Supervision.** The District shall not be responsible for construction means, methods, techniques, sequences, procedures or supervision or for safety precautions and programs in connection with the project or work thereon and nothing hereunder shall relieve the contractor from his responsibility to carry out the work in accordance with the contract documents.

20. **Claims and Disputes.** The District will review any claim or dispute. As a condition precedent to presentation of any claim or work in progress, Contractor shall submit documentation of any time, money, or other expenditure made in connection with it. District will observe, measure and verify costs incurred that are related to the dispute, including, but not limited to, any claim or dispute.

### C. CONTRACTOR - RIGHTS AND RESPONSIBILITIES

1. **Work to be Performed.** Contractor agrees to provide all material and labor to furnish and install the equipment as described in Exhibit A. Contractor shall be responsible for ensuring the site condition is suitable for the proper installation of the equipment.
2. **Shipping Instructions.** Unless otherwise specified, packages must bear Purchaser's order number and bulk containers must also show gross and net weights and/or quantity. No packaging charge shall be made to District unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.
3. **Patent Infringement.** Contractor agrees to indemnify and hold harmless District, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Contractor agrees that it will assume the defense of any and all such suits and pay all costs and expenses incidental thereto.

Items must be new and current. Unless otherwise specified in the specifications, all items and commodities must all be new and of the latest model, crop, or manufacture.

4. **Title and Risk of Loss.** Title to the goods herein described shall not pass until said goods have actually been received by the District or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by District or its consignee shall be borne by Contractor. [Nothing herein contained, however, shall be construed to deprive District of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.]
5. **Insurance.**
  - a. **Qualifications of Insurance Companies:** An insurer's policy with a policy holders rating of A or better and a financial rating of Class V or higher in Bests' Key Rating Guide (current edition) are acceptable.

b. Certificates of Insurance.

- (1) Contractor shall file with District a Certificate of Insurance, showing complete coverage of all insurance required by this section, signed by the insurance company's authorized agent.
- (2) District, its Board members, officers, agents, employees and volunteers shall be included as an additional insured for Commercial/Comprehensive General Liability, Umbrella or certificates.
- (3) Each policy, binder or certificate shall contain a provision that the policy will not be canceled, changed, or altered until at least thirty (30) calendar days prior written notice has been given to the named insured and District.

c. Required Minimum Insurance Coverages.

(1) Comprehensive Automobile Liability:

- (a) \$500,000 Bodily Injury Per Person.
- (b) \$1,000,000 Bodily Injury Per Occurrence.
- (c) \$500,000 Property Damage Per Occurrence.
- (d) \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified above.
- (e) Include coverage (shall be in comprehensive form)
  - (i) Owned vehicles.
  - (ii) Non-owned vehicle.
  - (iii) Hired vehicles.
  - (iv) Property damage - write on occurrence basis.

(2) Workmen's Compensation: Statutory Limits.

- (a) Employer's Liability: \$500,000 Bodily Injury Per Person.
- (b) The Contractor may use a Self-Insured Plan for Workmen's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a Certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield Office.

- (3) Commercial/Comprehensive General Liability (occurrence form). Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability, and contractual obligations. Coverage shall not be excluded because of the contractor's negligence.
  - (a) \$1,000,000 Bodily Injury Per Person.
  - (b) \$1,000,000 Bodily Injury Aggregate Limit.
  - (c) \$500,000 Property Damage Per Occurrence.
  - (d) \$1,000,000 Property Damage Aggregate Limit.
  - (e) \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.
- (4) Umbrella or Excess of Loss Coverage. An Umbrella or Excess Liability policy of not less than \$2,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages is acceptable.

6. **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the District as soon as they are discovered. Failure to immediately verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.
7. **Changed Conditions.** Should the Contractor encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, the Contractor shall give written notice to the District before any such condition is disturbed. No claim of the Contract under this provision will be allowed unless the Contractor has given the required notice. The District will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the agreement as may be necessary. If such conditions cause an increase or decrease in the Contractor's cost or time of performance, the contract sum or contract time will be modified.
8. **Laying Out the Work.** The Contractor shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements for all the work under the Contract.

9. **District Occupancy.**

- a. District will occupy the premises for purposes of conducting normal operations.
- b. Coordinate with the District all construction operations to minimize conflict and to facilitate District usage.
- c. Conduct operations to minimize inconvenience to the public.

10. **Supervision of Work.**

- a. The Contractor, using its best skill and judgment, shall efficiently supervise the work. It shall solely and exclusively be responsible for site safety and for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the agreement.
- b. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the Contract.
- c. The Contractor shall employ a competent superintendent, satisfactory to District, who shall be in attendance at the site throughout the active performance of the work and at such other times as may be reasonably necessary, and who shall be authorized to commit the Contractor with regard to manpower schedule, coordination and cooperation. The superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity. The Contractor shall not change the superintendent unless it has given District a written request for change thirty (30) days in advance of its proposed change, and District has given authorization to do so. In the event the superintendent fails to perform its duties under the Contract requirements, District may, in writing, require the Contractor to remove the superintendent from the project, and the Contractor shall provide a competent replacement.

11. **Responsibility for Damages.** The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon and the work of other contractors caused by his operation during the performance of the Contract.

12. **Work of Other Contractors.** District reserves the right to execute other contracts in connection with the Project or other unrelated projects. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with

theirs. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. The Contractor shall inform District of any coordination or scheduling requirements for the successful performance of the Work.

The Contractor and other contractors, where separate contractors are employed by the District on the Work, will not hold the District responsible for loss or damage or injury caused by any fault or negligence of such other contractors, and the respective contractors shall look to such contractors for recovery from them for any such damage or injury.

13. **Assignment of Claims.** District shall not be bound by any assignment by the Contractor to third parties of moneys due or to become due or of any other claims it may have under its contract except where District consents in writing to be so bound.
14. **Claims and Disputes.** Contractor shall promptly notify the District in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the District while in progress. Failure to notify the District in such instances may result in rejection of any claim with District.
15. **Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the Contractor, within twenty (20) calendar days of such occurrence, furnishes a written notice setting forth the general nature and estimated monetary extent of such claim.
16. **Indemnification.** The Contractor shall defend, indemnify, keep and save harmless the District, its board members, representatives, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees, cases by, growing out of, or incidental to, the performance of the work under the Contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. In the event of any such injury (including death) or loss or damage, or claims therefore, the Contractor shall give prompt notice to District.

In the event of any claim against the District or against any of its officials or employees, in either their personal or official capacities, made by any direct or indirect employee or agent of the contractor or of any subcontractor, the Contractor's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.

17. **Applicable Laws.** The Contractor shall conform to all Illinois statutory requirements, including, but not limited to, the following Acts:
  - a. Equal Employment Opportunity - Applicable Laws. Employment opportunities shall be free from discrimination. The prohibition in employment discrimination contained in 775 ILCS 10/1 is incorporated into the Contract and is intended to insure compliance with the applicable laws and with the Illinois Department of

Human Rights Rules and Regulations for Public Contracts (44 Ill.Admin.Code, Ch. X, §750 Appendix A) (to the extent constitutionally required).

- b. The Human Rights Act, as amended. 775 ILCS 5-1/101 *et seq.*
- c. An Act to prohibit unjust discrimination in employment because of age and providing penalties, as amended. 775 ILCS 5/1-101 *et seq.*
- d. An Act to give preference to veterans of the United States Military and Naval Service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, as amended. 330 ILCS 55/1 *et seq.*
- e. The Service Men's Employment Tenure Act, as amended. 330 ILCS 60/1 *et seq.*
- f. In no event shall minors be employed except as authorized under an Act to regulate the employment of children. 820 ILCS 205/1 *et seq.*
- g. To the extent constitutionally required, an Act requiring employment of Illinois Workers on public works projects. 30 ILCS 570/1 *et seq.*
- h. The Worker's Compensation Act. 820 ILCS 305/1 *et seq.*
- i. Certification required by the Drug-Free Workplace Act. 30 ILCS 580/1 *et seq.*

18. **Prevailing Wage Act.**

- a. Contractor shall pay the then prevailing rate of wages for Cook County, as established by the Illinois Department of Labor for each craft or type of worker needed to execute the contract in accordance with 820 ILCS 130/0.01 *et seq.*
- b. Any increases in costs to the contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the contractor and not the expense of the District.
- c. Change Orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed.
- d. Project Expenses. Contractor shall maintain, for a minimum of five years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the contract. These records shall be available for review and audit by the District. The Contractor agrees to cooperate fully with any such audit and shall provide full access to all relevant materials.

19. **Changes.**

- a. Changes in Work. District may, at any time, without notice to the sureties, order changes in the contract time or in the contract work. Requests for change may be initiated by District or the Contractor. Upon such request, the District will issue a Request for Proposal & Change Order. The request for a change order shall be on District's form.
- b. Procedure. Upon receipt of a Request for Proposal Change Order, the Contractor shall prepare a price proposal for the specified changes in the work.
- c. The Contractor shall not proceed with any change until a change order is approved by the District or, alternatively, the District may direct Contractor to perform a change in the work within the general scope of the agreement without total agreement as to the terms. Notwithstanding final agreement of the terms, Contractor shall promptly perform the work as directed.
- d. If a change order or an aggregate of change orders impact the critical items on the current construction schedule, the Contractor may request a time extension. Time extension requests will not be considered with the change order, but must be submitted separately.

20. **Payment.**

- a. Stored Material. Progress payments will be made for materials and equipment not incorporated in the work, provided that:
  - (1) Such materials and equipment have been delivered to and suitably stored at the site or some other location approved in writing by District. Payment for materials/equipment stored off-site will be permitted only on District's prior written authorization.
  - (2) The Contractor submits evidence of title to such materials and equipment, if applicable.
  - (3) The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.
  - (4) Such materials and equipment are suitable insured by the Contractor. The Contractor shall submit a certificate of insurance showing District as an additional insured and showing the amount of the insurance coverage.
- b. Lien Waivers.
  - (1) Partial Lien Waivers: A lien waiver is not required with first payment application by Contractor. Lien Waivers are not required with first payment



of subcontractors and suppliers. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.

- (2) Final Lien Waivers: The Contractor's request for final payment shall include final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.
- c. Payments to Subcontractors and Suppliers. The Contractor shall pay such subcontractor and supplier, promptly upon receipt of payment from District, an amount equal to the percentage of total contract completion allowed to the Contractor on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers. District may furnish to any subcontractor or supplier information regarding the percentage of work completed which was used as the basis for payment or the amount of payment of work by such subcontractors or suppliers. Any reduction of the line item retention issued by District shall be passed to the subcontractors and suppliers in accordance with their respective partial payments.
  - d. Title. Title to all work, materials and equipment covered by a progress payment shall pass to District upon receipt of such payment by the Contractor, if applicable. This provision shall not relieve the Contractor from the sole responsibility under the Contract for all work, materials and equipment upon which payments have been made or for the restoration of all damages work or as waiving the right of District to require fulfillment of all terms of the Contract.
  - e. Withholding of Payments.
    - (1) District may withhold payments, in whole or in part, if it reasonably determines: (i) the Contractor's work is not progressing in accordance with the most current construction schedule; (ii) work is not being performed in accordance with the contract documents; and (iii) the Contractor is failing to comply with any provisions of the Contract.
    - (2) Whenever District receives notice in writing of a claim of money due from the Contractor to any subcontractor, supplier, workmen or employees for performance of work, District may withhold the amount of such claim from the Contractor, provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workmen or employees nor as enlarging or altering the application or effect of existing lien laws.

- (3) District will notify the Contractor in writing in accordance with the Prompt Payment Act (if applicable) when any payments are withheld. In the event of any withholding, District will promptly investigate the facts and will make payments when the grounds for withholding have been removed.
- f. Final Payment. Upon acceptance of all work by District, the remaining balance of the contract sum, including retainage, will be paid upon presentation of:
  - (1) Invoice-voucher.
  - (2) Contractor's certificate of final completeness.
  - (3) Final Lien Waivers from all subcontractors and suppliers in the full amount of their contracts.

21. **Inspection and Acceptance.**

- a. Inspection. The work will be subject to inspection and testing by District at all reasonable times and at all places. All such inspections and testing will be conducted in such manner as not to unreasonably delay the work or increase the cost of performance. The Contractor shall provide, without additional compensation, all facilities, labor and material reasonably necessary for such safe and convenient inspection and testing as is required.
- b. Notice. When layouts of the building and site work are to be made or when the Contract, or federal or state laws require any work to be especially tested or approved, or if work not yet inspected is to be covered, the Contractor shall give District timely notice of the work's readiness for inspection. If inspection is to be made by an authority other than the District, the Contractor shall promptly notify the District of the date and time fixed for such inspection.
- c. Uncovering of Work. Work covered without consent of the District shall, upon their request, be uncovered for examination and re-covered at the Contractor's expense. Work covered with the consent of the District shall, upon their request, be uncovered for examination. If such work is found to be in accordance with the Contract, the contract sum and contract time will be increased in accordance with these documents. If such work is found not in accordance with the Contract, the uncovering and re-covering shall be at the Contractor's expense. Contractor shall restore work to its original finished condition.
- d. Correction of Work. The Contractor shall, without additional compensation, promptly correct all work rejected as defective or as failing to conform to the agreement unless District agrees to accept such work with an appropriate reduction in the contract sum. If the Contractor does not promptly correct rejected work, District may repair or replace such work and offset the cost of such work against Contractor's contract.

- e. Acceptance. When District determines that the work is substantially complete, a Certificate of Substantial Completion will be submitted to the Contractor for its written acceptance. Such certificate will establish the date of substantial completion, state the responsibilities of District and the Contractor for security, maintenance, heat, utilities and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The Contractor shall complete all work enumerated on the punch list within the time limit specified in the Certificate of Substantial Completion. When the Contractor has completed the items on the punch list, it shall give five (5) business days' written notice of final completion to the District, who will promptly inspect the work. When District determines that all work, including all punch list items, is complete, a Certificate of Final Acceptance will be issued which will constitute acceptance of all work. Acceptance will not bar claims of District under warranties.

22. **Warranties.** Contractor makes the following warranties to District and users of the goods herein described:

- a. It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances;
- b. Any and all goods supplied hereunder will be of merchantable quality;
- c. Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein;
- d. The Contractor warrants that all material and work provided under the Contract will be in conformance with the Contract and free from defects in workmanship, materials and equipment for a period of two (2) years or such longer period as may be specified in the contract documents, except as provided below. Warranty time periods shall commence with the date of District's acceptance of the Certificate of Substantial Completion of the whole or any part of the project. The warranty time period for any incomplete or uncorrected work at the time of substantial completion shall commence with the date of final completion.
- e. Upon notice from District of such defect of non-conformity, the Contractor shall promptly visit the site in the company of District's representative to determine the extent of all defects or non-conformities and shall promptly repair or replace the defective or non-conforming material and work, including all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or non-conformity or as a result of remedying them. If the Contractor does not promptly repair or replace defective or non-conforming work, District may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and accepted and shall be

warranted by the Contractor in accordance with this Section. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

- f. The Contractor shall deliver all commercial warranties received from manufacturer to the District prior to final completion, but this shall not reduce Contractor's obligations under this Article.

23. **Licenses and Taxes.** The Contractor shall obtain and maintain all licenses, permits and certification required by federal, state, and local law. Prior to starting the work under this contract, the Contractor must present the District copies of all applicable permits and licenses.

24. **Representations.**

- a. Contractor represents and covenants that no official employee or agent of the District:
  - (1) has been employed or retained to solicit or aid in the procuring of this Agreement;
  - (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the District.
- b. In compliance with Section 33E-1 *et seq.* of the Illinois Criminal Code, Contractor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has Contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Contractor been so convicted nor made such an admission.

## **D. EXECUTION OF THE WORK**

1. **Schedule and Contract Time.**

- a. Commencement/Completion. The project shall commence and be completed as directed by the date set forth in Exhibit A.
- b. Contract Time.
  - (1) The Contractor shall reimburse District for costs incurred by District resulting from Contractor's failure to satisfactorily complete the work within the contract time.
  - (2) Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes

beyond the control and without the fault or negligence of the Contractor or of its subcontractors or suppliers, including, but not restricted to:

- (a) Acts of God.
  - (b) Acts of District.
  - (c) Acts of other contractors in the performance of a contract with District, except when such other contracts are assigned to the Contractor.
  - (d) Fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or other unforeseen perils causing damage to the project.
- (3) Request for an extension of time will not be considered unless made in writing to the District within 15 calendar days after the cause of delay. In the case of a continuing cause of delay, only one request is necessary. Extensions of the contract time may be made by District either during performance of the work or at the end of the contract time. The grant of an extension of time to the Contractor shall not impair or prejudice the rights of District hereunder.
- (4) The Contractor shall not be entitled to payment or compensation of any kind from District for any alleged damages, costs or expenses whatsoever, including, but not limited to, costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delay be reasonable, foreseeable or avoidable. The Contractor shall not be entitled to recover from District, and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay in the performance of the work or any portion thereof, the extension of contract time granted herein being the Contractor's sole and exclusive remedy.

2. **Cutting and Patching.**

- a. This Article applies to installation of new work, remodeling, testing, and uncovering of potentially defective work.
- b. Prior to cutting which affects structural members, safety of project, or work of other contractors or subcontractors, submit written notice to District.
- c. Provide shoring, bracing and support. Protect other portions of the project, and provide protection from elements.

- d. Restore work which has been cut or removed. Refinish entire surfaces as necessary to provide an even finish.

3. **Materials and Workmanship.**

- a. Unless otherwise specifically provided in the Contract, all materials, equipment and products incorporated in the work under the Contract shall be new and of a suitable grade for the purpose intended.
- b. All work under the Contract shall be performed in a skillful and workmanlike manner. District may in writing request the Contractor to remove any employee it deems incompetent, careless or otherwise objectionable.

4. **Contractor's Use of Premises.**

- a. Confine operations at site to areas permitted by District's representative. Obtain and observe all site regulations. The Contractor shall submit to District a Contractor's and subcontractor's list of employees, identifying each employee on the Project.
- b. Keep all unattended vehicles, and equipment, locked at all times. Park only in approved areas.
- c. Assume responsibility for protection and safekeeping of products stored on premises. Obtain and pay for use of additional storage or work area needed for operations. Move all stored products or equipment which interfere with the work.
- d. Contractors may not interfere with inspections or site visits by properly identified representatives of regulatory agencies. Contractor shall comply with District's security regulations.
- e. All workmen and visitors shall comply with personal protection regulations, including hard hats.

5. **Tree and Plant Protection.** Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site. Replace, or repair, trees and plants designated to remain, which are damaged or destroyed due to construction operations.

6. **Storage and Protection.** Unless otherwise specified herein, each Contractor shall provide and maintain storage, protection, and security for stored materials and equipment, on and off site. Comply with manufacturer's recommendations. Storage shall be where authorized by District.

7. **Barriers and Enclosures.** When specified, Contractor shall provide and maintain suitable barriers, fences and gates to prevent unauthorized personnel or public entry, and to protect

the work, existing facilities and utilities, trees and plants from construction operations. Materials may be new or used, suitable for purpose.

- a. Fencing. Open mesh fence 11 gage 2 in. mesh, 96 in. high galvanized chain link fabric, with inward sloped extension arms and three strands of galvanized barbed wire, 1½ in. line posts; 2 in. corner posts.

Maintain fences and barriers during entire construction period. Relocate as construction progresses.

8. **Site Security.**

- a. Initiate security program at job mobilization. Maintain security program throughout construction period until District occupancy.
- b. Additional security requirements may be specified.

9. **Safety Measures.** Contractor shall be solely responsible for project safety and for preserving the fire safety integrity of existing facilities which are occupied during construction as a result of his operations. The following actions shall be taken when applicable to compensate for any hazards posed by construction activities:

- a. Ensuring that required exists provide free and unobstructed egress.
- b. Ensuring free and unobstructed access to emergency departments/services and emergency forces.
- c. Ensuring that fire alarm, detection, and suppression systems not specified to be disconnected are not impaired. Temporary systems shall be provided when any fire system is impaired.
- d. Ensuring that temporary construction partitions are smoke tight and built of non-combustible materials.
- e. The facilities are smoke-free facilities. Contractor shall ensure compliance with District's regulations regarding the use of open flames and smoking.
- f. Fire Safety. Do not burn debris and waste on site. Open flame heaters shall not be used without the approval of the District, and only when maintained under constant supervision.

10. **Temporary Environmental Controls.** If applicable, Contractor shall provide controls over environmental conditions at the construction site.

- a. Dust Control. Provide dust control materials to minimize dust from construction operations.

- b. Water Control. Control surface water to prevent ponding or damage to the project, the site or adjoining properties. Provide, operate and maintain pumps as required.
- c. Pest Control. Provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of proposed program to Architect/Engineer with a copy to District.
- d. Pollution Control. Prevent the discharge of noxious substances from construction operations. Provide equipment and personnel, perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Take measures necessary to prevent pollutants from entering public waters.
- e. Erosion Control. Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. Provide temporary control measures such as berms, dikes and drains. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- f. NPDES Permits. When applicable, cooperate with District in obtaining and compliance with National Pollutant Discharge Elimination System permit.
- g. Vegetation Control. Vegetation shall be cut to 8 inches maximum height and trimmed close to fences, buildings and other obstacles.

11. **Construction Cleaning.**

- a. Contractor shall provide regular cleaning and disposal of construction waste from the project site. Provide covered containers for deposit of waste and rubbish.
- b. Remove debris and rubbish from pipe chases, plenums, attics, crawlspaces and other closed spaces, prior to closing the space.
- c. Clean interior areas prior to start of surface finishing. Maintain to protect new finishes.

12. **Additional Responsibilities of the District.**

- a. One analog trunk port with loop start is required at each location for telephone integration and needs to be provided by the District.
- b. Data drop, IP address and internet gateway, if required, will be supplied by the District.
- c. This proposal is based on using the existing speakers and cabling at Roosevelt Middle School. If any speaker or cable is found to be defective, replacing them



would involve extra cost and will only be executed with written permission from the District.

## **E. CLOSEOUT**

### **1. Inspection of System.**

- a. Contractor shall conduct a thorough and systematic performance test of each element and total system in the presence of the District. Demonstrate that all systems comply with the requirements of the contract documents.
- b. Correct or adjust all deficiencies in operation and retest as directed by District.

### **2. Final Completion.**

- a. Contractor shall submit written declaration to District that the work complies with all aspects of contract documents and that all items listed on substantial completion punch list have been completed. Certify that all adjustments to materials, equipment, or systems as a result of Building Commissioning are complete. All tools, construction equipment and surplus materials shall have been removed. Submit:
  - (1) Project record documents.
  - (2) Certificates of inspection for systems which require government inspection, if applicable.
- b. The District will make final inspection with Contractor to verify completion. When District considers that all work is finally complete, contract closeout documents shall be prepared.

### **3. Final Cleaning.**

- a. At completion of work or when directed by the District, remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
- b. Clean and repair all exposed surfaces, leave work clean and ready for occupancy. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean all exposed concrete and paved surfaces.
- c. Maintain until project or designated portion is accepted by District.

4. **Project Record Documents.**

- a. Maintain, protect, and keep current one copy of contract drawings, Project Manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules, and correspondence file at site.
- b. Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail; changes made by change order.
- c. Make documents available at all times for inspection by District.
- d. At completion of project, deliver record documents, including as-built drawings, to District. Accompany submittal with transmittal letter. Include name and number of each record document. Obtain signed receipt.

5. **Warranties.** Contractor assemble executed warranties. Submit one original signed copy, bound with table of contents to the District for approval and transmittal to the District.

6. **Final Cleaning.**

- a. At completion of work or when directed by the District, remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
- b. Clean and repair all exposed surfaces, leave work clean and ready for occupancy. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean all exposed concrete and paved surfaces. Mop all hard surface flooring. Vacuum clean all carpet.

Replace air handling filters if units were operated during construction. Vacuum clean ducts, blowers and coils, when directed by District.

- c. Maintain until project or designated portion is accepted by District.

7. **Final Payment.**

- a. Contractor submit:
  - (1) Final Invoice-Voucher.
  - (2) Contractor's Verified Schedule of Payment.
  - (3) Contractor's Final Waiver of Lien Declaration.

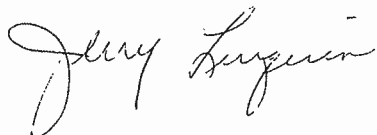
- (4) Separate final waivers of liens for all subcontractors, suppliers and others with lien rights against property of District, together with complete list of those parties.
  - (5) Final accounting statement, reflecting all adjustments to contract sum from change orders, unit prices, or liquidated damages.
- b. District will process final payment in accord with the Contract.

**RIVER FOREST ELEMENTARY SCHOOL DISTRICT NO. 90:**

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_  
President

**Attest:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Secretary

**CONTRACTOR:**

**By:**  **April 5, 2019**  
Jerry Lurquin  
Account Representative  
ITR Systems  
Date

## EXHIBIT A

### SCOPE OF WORK

The work will commence on July 15, 2019 and will be completed by August 9, 2019.

#### **Lincoln School:**

ITR Systems will provide and install a Telecor XL Intercom system, version 6.8. The intercom will be provided with 75 initial audio points and be ready for Telephone Integration. A network data drop in each classroom will be utilized for a speaker and call button. Each data line will be connected to the system through patch cables to the I/O boards of the system. A new Administrative Console will be provided in the office and another pre-determined location in the school. Cable will be run to five rooms on the second floor of the building that do not have an available data drop. An IP termination unit will be installed in the IDF cabinet for communication with the rooms on the North side of the building that do not have home runs to the MDF room. Cabling for the hallway and outdoor speakers will be reused and new speakers will be installed to replace the non-compatible speakers.

Once installed and tested we will train the office staff on the use of the new system and will program the system as per your direction (put rooms into particular zones, set up bell schedules, program alert tones, etc.).

ITR will also provide and install a new Sapling Wireless Master Clock. The Master clock will be installed in the Intercom equipment rack in the MDF room and be connected to the Telecor Intercom System to synchronize the bell tones and clocks. The master clock can also be connected to the schools network to provide NTP synchronization.

#### ITR Systems will provide the following:

(01)	Telecor XL	Main Control Assembly, 75 points
(02)	MCC-300	Administrative Console
(1)	242	42" Equipment Rack
(1)	DSR1215	Master On/Off Power Strip/Surge Protector
(01)	AX-125	125 Watt Amplifier, Rack Mounted
(01)	PBI-6-MA	Telephone Integration Board
(3)	C5PPL	Cat5/6 Patch Panel, Rack Mount
(1)	TBU-IP-MA	IP Termination Unit
(1)	IPI-MC	IP Interface Card
(40)	CS5-7	Single Button Call Switch, Cat 5/6 Operated
(40)	SYS3	Square Slanted Wall Speaker, White
(10)	8C5Pax	8" replacement speakers for hallways
(3)	QH16T	16 Watt Paging Horn
(1)	SYS-6VPS	Surface Mount Vandal Resistant Outdoor Speaker Horn
(a/r)	Labor	Installation / Programming / Testing / Training
(1)	SMA-3R0-0004-1	Sapling Master Clock, surface mount, 4-zone circuits
(43)	SAL-4BS-12R-0	Sapling Wireless 12" Analog Wall Clock, Battery Operated
(88)	PC1300-72	Duracell Pro cell Batteries, D-cell

**Project Total: \$38,037.96**

## **Roosevelt Middle School:**

I TR Systems will remove the existing Rauland Intercom system and provide and install a Telecor XL Intercom system, version 6.8. The Equipment Rack will be installed by the West wall of the room to free up office counter space and other considerations. The intercom will be provided with 75 initial audio points and be ready for Telephone Integration. Existing classroom, hallway and outdoor speakers and all field wiring will be used with the new system where possible. New call buttons will be installed throughout the school and a new Administrative Console will be provided in the main office as well as in the Assistant Principal's office as requested. Speakers and call buttons will be installed in two rooms that don't currently have a speaker and cable will be run back to the head end location.

Once installed and tested we will train the office staff on the use of the new system and will program the system as per your direction (put rooms into particular zones, set up bell schedules, program alert tones, etc.).

### I TR Systems will provide the following:

(01)	Telecor XL	Main Control Assembly, 75 points
(02)	MCC-300	Administrative Console
(01)	AX-250 250	Watt Amplifier, Rack Mounted
(01)	PBI-6-MA	Telephone Integration Board
(01)	TMS	Telecor Audio Player
(03)	TM-2X25	Termination Punch block
(06)	TCH	Interconnection Cables
(50)	CS-1	Single Button Call Switch
(02)	SYS-12/25	2'x2' drop in ceiling speaker
(1)	SC181804NK	Screw Cover Box to cover punchblocks
(a/r)	Labor	Installation / Programming / Testing / Training

**Project Total: \$18,323.15**

## **Willard School:**

ITR Systems will provide and install a Telecor XL Intercom system, version 6.8. The Equipment Rack will be located in the MDF room of the school. The intercom will be provided with 75 initial audio points and be ready for Telephone Integration. A network data drop in each classroom will be utilized for a speaker and call button. Each data line will be connected to the system through patch cables to the I/O boards of the system. Cable will be run to 13 rooms on the north end of the school that don't have an available data drop. A new Administrative Console will be provided in the office and another predetermined location in the school. Cabling for the hallway, outdoor and gym speakers will be reused and new speakers will be installed to replace the non-compatible speakers.

Once installed and tested we will train the office staff on the use of the new system and will program the system as per your direction (put rooms into particular zones, set up bell schedules, program alert tones, etc.).

ITR will also provide and install a new Sapling Wireless Master Clock. The Master clock will be installed in the Intercom equipment rack in the MDF room and be connected to the Telecor Intercom System to synchronize the bell tones and clocks. The master clock can also be connected to the schools network to provide NTP synchronization.

### ITR Systems will provide the following:

(01)	Telecor XL	Main Control Assembly, 75 points
(02)	MCC-300	Administrative Console
(1)	242	42" Equipment Rack
(1)	DSR1215	Master On/Off Power Strip/Surge Protector
(01)	AX-125	125 Watt Amplifier, Rack Mounted
(01)	PBI-6-MA	Telephone Integration Board
(3)	C5PPL	Cat5/6 Patch Panel, Rack Mount
(43)	CS5-7	Single Button Call Switch, Cat 5/6 Operated
(42)	SYS3	Square Slanted Wall Speaker, White
(10)	C5/B25/W	Hallway Ceiling Speakers
(2)	QH16T	16 Watt Paging Horn, for gym
(3)	SYS-6VPS	Surface Mount Vandal Resistant Outdoor Speaker Horn
(a/r)	Labor	Installation / Programming / Testing / Training
(1)	SMA-3R0-0004-1	Sapling Master Clock, surface mount, 4-zone circuits
(53)	SAL-4BS-12R-0	Sapling Wireless 12" Analog Wall Clock, Battery Operated
(3)	SAL-4BS-16R-0	Sapling Wireless 16" Analog Wall Clock, Battery Operated
(1)	SAH-1BD-12R-0	Double Mount Housing for 12" Round
(112)	PC1300-72	Duracell Pro cell Batteries, D-cell

**Project Total: \$36,385.97**