

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
BUILDINGS & SITES COMMITTEE MEETING**

TUESDAY, MARCH 2, 2021
GRODSKY ADMINISTRATION BUILDING
700 N SCHOENBECK RD
PROSPECT HEIGHTS, IL 60070 at 7:00 AM

Create opportunities that inspire all students to grow as learners, individuals, and citizens.

AGENDA

- I. Call to Order
- II. Discussion Items
- A. Lost Time - Overtime Report 3
The attached report runs from 2/1 to 2/21. Typical PTO benefits taken during this report period. 1 day custodian was off for extended sick days due to a non-covid related health issue. This time was covered by a substitute and did not require OT coverage. All other night absences were filled by OT coverage.
- B. Summer 2021 HVAC Retrofit Work 4
As discussed in the February committee meeting, proposals were received and evaluated for the 2021 HVAC Retrofit Work. It is our recommendation that the Board approves the 2021 Retrofit Work per the attached Board Action Item memo.
- C. MacArthur 2021 Roofing Work 23
Summer 2021 roofing work will focus on the 1994 vintage roofs (27 years old) at MacArthur. The construction budget estimate is approximately \$407,940.00. A mandatory pre-bid meeting was held on Monday, March 1 for all interested bidders. Bids will be received, evaluated and presented to the Board for approval at the April Board meeting.
- D. Update on Rental Agreements 24
Amy and Brian have been working to update the current District Rental Agreements with our Polish Schools. Attached are the two DRAFT agreements for the Committee's review. Rates will be added as Exhibit A once finalized.
1. Updated Facility Fee Use Schedule 38
The fee schedule has been updated to reflect custodial salary hourly increases as of July 1, 2021. Updated portions are highlighted in bold font.
- E. MacArthur Projector Replacement Project 39
In accordance with the Educational Technology Plan 3.0, the classroom projectors have been identified as a priority for the remainder of FY21, FY22 and FY23. MacArthur has been selected to receive the first round of replacements in FY21 and early FY22.
- F. Eisenhower School - Installation of Raised Garden Bed Boxes 43
Eisenhower School was awarded a \$3,000 grant during the 2019-20 school year for the purchase of several raised garden beds. Because of the seasonal timing, the desired beds were no longer available. The funds are still available and the principal would like to now proceed with the purchase.
- G. Elementary and Secondary School Emergency Relief Fund (ESSER Fund) Update 45
As shared with the Board, we have been told that the District's allocation of ESSER Funding equates to \$467,000. The anticipated guidelines have been attached for your review. At this point, we are continuing to meet with staff and gather feedback on potential expenditures in the areas of: personnel, physical space modifications, mitigation supplies and equipment, technology, and curriculum and instruction.
- H. Honeywell Service Contract 47
As discussed at the January B&S meeting, we asked Honeywell to provide a 1 year service contract so we can be reflective of their service commitments prior to entering into another long term contract. Attached

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AGENDA

is the revised service contract from April 1 - June 30, and then a 1 year contract from July 1 2021 - June 30 2022.

I. Summer Worker Hiring

Posting for the summer worker position will occur late March. Current minimum hourly wage rate for workers 18 + regardless of annual hours is \$11.00. Workers less than 18 years of age, and working less than 650 hours per year, current minimum hourly wage is \$8.25. We did not hire any 2020 summer workers. Due to the difficulty we had finding summer worker in 2019 and the current part time job climate, we recommend paying all summer workers and hourly rate of \$11.00. Summer worker salaries are budgeted annually in the operations and maintenance fund. The quantity of summer workers will be reflective of the already budgeted funds.

III. Old Business

A. Approval of Minutes - Buildings & Sites Committee Meeting of 2/2/21

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IV. New Business

V. Adjournment

DISTRICT ORGANIZATIONAL GOALS

- **Student Success:** Ensure all students are well rounded and emotionally and academically prepared for success in high school.
- **Teaching, Learning, and Innovation:** Encourage a learning environment that emphasizes excellence and retains high-quality staff.
- **Family and Community Partnership:** Actively engage and communicate with all families to foster collaborative relationships that benefit student learning and understanding of district priorities.
- **Sustainable Resources:** Advance effective use of resources to support safe, learner ready facilities that maximize student learning.

Report -Prospect Heights School District 23
 PERIOD: 02/01/21 -02/23/21

EMPLOYEE	REG	OT1	OT2	VAC	HOL	SIC	OTH	TOTAL
CUSTODIAN DAY SHIFT								
1 Jose Blanco -334306	72:00				16:00	48:00		136:00
2 JoAnn Brant -1000022	111:30	:15			16:00			127:45
3 Richard Ewanio -665428	103:00	6:00			16:00			125:00
4 Miguel Rubio -527342	109:30	23:00			16:00			148:30
Total:	396:00	29:15			64:00	48:00		537:15
CUSTODIAN NIGHT SHIFT								
1 Janina Babon -1000114	104:00				16:00		8:00	128:00
2 Juan Chavez-Munoz -928405	112:00				16:00			128:00
3 Ma del Socorro Gonzalez de Ruiz -1000213	112:00				16:00			128:00
4 Brian Hitzeman -348398	112:30	3:30			16:00			132:00
5 Jose Marroquin -1000138	96:00			8:00	16:00	8:00		128:00
6 Carlos Rubio -628904	104:00				16:00	8:00		128:00
7 Gordana Zecevic -1000193	112:00			16:00				128:00
Total:	752:30	3:30		24:00	96:00	16:00	8:00	900:00
CUSTODIAN PART TIME								
1 Michael Amelse -1000207	52:15						4:00	56:15
2 Rodolfo Jimenez -1000194	52:00						4:00	56:00
Total:	104:15						8:00	112:15
DAY CUSTODIAL SUBSTITUTE								
1 Hunter Macek -999852	35:00							35:00
PORTER								
1 Thomas Vergil -1000165	95:45			16:00	16:00			127:45
Grand Total :	1383:30	32:45		40:00	176:00	64:00	16:00	1712:15

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**PROSPECT HEIGHTS DISTRICT 23
BOARD OF EDUCATION
ACTION ITEM**

Date: February 23, 2021
Title: 2021 HVAC Retrofit Work – Request for Proposals
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations
Brian Rominski, Director of Buildings & Grounds

BACKGROUND INFORMATION:

In accordance with scheduled HVAC retrofit work (phase 2) at Ross and Sullivan Schools, construction documents were created and proposals were received from EMCOR Mechanical, Honeywell, and eCube. Proposals were evaluated and costs are in line with previous years 2019 and 2020.

ADMINISTRATIVE CONSIDERATIONS:

Proposals were received from EMCOR Mechanical (\$421,000.00), Honeywell (\$148,000.00) and eCube (\$24,000.00).

Funds have been budgeted in the Capital Projects account.

RECOMMENDED ACTION:

That the Board of Education accept the proposals in the amount of \$421,000.00 from EMCOR Mechanical, \$148,000.00 from Honeywell, and \$24,000.00 from eCube for the 2021 HVAC Retrofit Work at Ross and Sullivan Schools.

1/26/2021

Brian Rominski
Prospect Heights School District 23
700 N Schoenbeck Rd
Prospect Heights, IL

Project: 2021 HVAC Retrofits

Executive Summary:

EMCOR Services Team Mechanical (ESTM) is pleased to provide you with this proposal to perform HVAC retrofit/installation work as shown in drawings dated 1/7/2020 by AMSCO Engineering.

Scope Summary:

- EMCOR will provide dedicated project manager for this work. Detailed execution schedule and coordination will take place with customer prior to starting work.
- Provide ceiling/wall removals where required.
- EMCOR will take glycol samples before work commences to check concentration.
- Isolate glycol loops at new unit locations and drain locally into drums.
- Flush new piping.
- EMCOR will provide new glycol as needed to meet pre-project concentrations.
- Provide new electrical panels and feeds to reheat coils per prints.
- Provided new electrical disconnects.
- Provide insulation on all new piping and vent.
- Provide 3rd party test and balance.
- Provide performance bond.
- Clean all louvers, condensate lines and traps for units impacted in this scope.
- Check and adjust refrigerant charge on all units touched in this scope of work. Cost of refrigerant has been included in pricing.
- Replace all existing condensate pumps and modify drain piping as required.

- Provide commissioning support.
- Provide project closeout documentation with as-built drawings.
- Provide 2 year warranty from substantial completion covering all material and labor costs for items installed under this scope of work.

- **BETSY ROSS**
 - (1) Provide and Install (P&I) new CLIMADRY (HP-200).
 - (2) P&I new hot water reheat coils to modify existing CLIMATE MASTER units (HWC 303.1). Provide (2) new access panels in duct for each coil.
 - (10) P&I new electric duct heaters and modify existing unit and vent as required. Provide (2) new access panels in duct at each heater.
 - (3) P&I QUEST Dehumidifiers above ceiling.
 - (13) P&I new condensate pumps with required tubing/piping.
 - Provide insulation on new piping and vent.

- **ANNE SULLIVAN**
 - (7) P&I new CLIMATE MASTER units.
 - (9) P&I new electric duct heaters and modify existing unit and vent as required. Provide (2) new access panels in duct at each heater.
 - (16) P&I new condensate pumps with required tubing/piping.
 - Provide new insulation on new piping and vent.

Annotations & Exclusions

- ❖ Overtime
- ❖ Painting of ductwork or piping
- ❖ Priced assuming isolation valves achieve 100% shut-off
- ❖ Low voltage electrical by Honeywell
- ❖ Hiring of CX agent by others
- ❖ Chemical treatment
- ❖ Estimated as tax exempt
- ❖ Pricing includes cost for performance bond
- ❖ Pricing includes refrigerant to top off charges as required
- ❖ Pricing includes time to work with control contractor and commissioning agent

Financial Investment

Financial expenditure for the above scope or work..... *\$421,000

*Pricing includes \$15,000 allowance

I would be happy to discuss scope of work modifications to address pricing to meet your budgeting criteria.

Thank you for the opportunity!!

Christopher Beller
Sr. Project Sales Executive
EMCOR
(847) 521-0047
cbeller@emcor.net

TERMS AND CONDITIONS

1. Contractor will perform the services (“Services”) set forth in the attached proposal (“Proposal”).
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor’s established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor’s performance of the Services.
8. Customer’s payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer’s warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer’s sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor’s established rates and fees.
10. Contractor’s warranty applies only to materials and workmanship furnished by Contractor. Contractor’s warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor’s negligence.

14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.

15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.

16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.

17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.

18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

Building Systems Agreement**Proposal Number: 911-21-1007****Proposal Name: SD23 2021 HVAC Retrofit Project Ross and Sullivan Schools BAS Controls****Date: January 27, 2021****Provider:** (“Honeywell”)**Honeywell International Inc., through its
Honeywell Building Solutions business unit
95 E. Algonquin Road
Des Plaines, IL 60017****Customer:** (“Customer”)**Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070**

Contact Person: Brian Rominski

Phone #:

Email address:

Work Site Location Name: Ross and Sullivan Schools**Work Site Location Address: 700 N. Schoenbeck Road, Prospect Heights, IL 60070****Scope of Work:** Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and General Terms and Conditions, which form a part of this Agreement.

Honeywell proposes to expand the existing Honeywell EBI Building Automation System located at Prospect Heights School District 23. This scope of work is based on the following:

- Mechanical and Electrical Plans for bid by Arcon Architects and Amsco Engineering Dated 1/7/2021 and Project Manual/Specifications for the 2021 HVAC Retrofit at Ross and Sullivan Schools.

BASE PROJECT

Honeywell will provide equipment, electrical installation, engineering, control drawings, project management, programming, training, commissioning and final check out of the items below. Reuse existing Honeywell Controllers. New equipment to be added to the existing Honeywell Controllers on the Climate Master HVAC units.

Automation System

29 – Climate Master Units (13 in Ross School, 16 in Sullivan School)

- Provide and Install required combination temperature and humidity sensor (Honeywell TR23-H/U)
- Provide and Install required carbon dioxide (CO2) sensors (Honeywell C7232A1016)
- Provide and Install required current sensor

3 – Dehumidification Units (2 in Ross School Gym Area and Sullivan School Gym Area, 1 in Office 301A)

- Provide and Install new controller for new dehumidification units.
 - Provide and Install required humidity sensors for new dehumidification units
- Add Global Point to EBI to command ALL heat pumps units to drive OA dampers 100% open at Eisenhower, Ross and Sullivan Schools.

Additional Clarification and/or Exclusions:

- Excludes all mechanical equipment including but not limited to roof top units, heat pumps, coils, etc. All mechanical provided and installed by others.
- Excludes overtime labor, all work to be performed straight time
- Excludes cost of any building repairs such as painting, wall paper patching, ceiling tile replacement or other cosmetic related items.
- Excludes Permits and Fees
- Excludes submission to the Authority Having Jurisdiction (AHJ).
- Excludes test and balancing
- Excludes BIM Modeling
- Excludes revising of existing floor plans to reflect any new space layout
- Honeywell reserves its right to negotiate mutually acceptable terms and conditions
- Warranty applies to new equipment (sensors) only and not any of the existing equipment or controllers.
- Excludes override, mixed air temperature, Compressor #1 and 2 Status/s requirement as given in specs.

- Excludes the strap on sensor as provided in the previous year Bard units project.
- Existing controller to reprogrammed with new Sequence of Operations
- Existing controller on Climate Master Unit Heat pumps to be reused, excludes supplying or replacement of existing controllers.
- Excludes replacement of any existing field devices if not mentioned in the above given scope of work
- Excludes any work not explicitly stated here in.
- Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).
- Honeywell shall be entitled to an equitable extension of time to perform its work and appropriate additional compensation to the extent its work is affected, delayed, and/or hindered because of any cause relating to the Covid-19 pandemic.

Period of Performance: The Work shall commence on a date to be determined (“Effective Date”) and shall be completed by a date to be determined (“Completion Date”)

Base Project Price: One hundred thirty-eight thousand & 00/100 dollars	\$138,000.00
Allowance Price: Ten thousand dollars & 00/100 dollars	\$ 10,000.00
Total Price	\$148,000.00

Sales Tax will be invoiced separately Use Tax is included in the price This sale is tax exempt

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell 15% of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

This proposal is valid for 45 days.

Proposal Submitted By: _____
(Signature)

Name: **Kevin Cunningham**
Title: **Account Executive**

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

Accepted by:

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

CUSTOMER: Prospect Heights School District 23

Signature: By: _____

Name: _____

Title: _____

Date: _____

Signature: By: _____

Name: _____

Title: _____

Date: _____

General Terms and Conditions

1. WORKING HOURS

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

2. TAXES

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

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

3. PROPRIETARY INFORMATION

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

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

4. INSURANCE OBLIGATIONS

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

- (a) **Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;**
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) **Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease. Honeywell will not issue coverage on a per project basis.**

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

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

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

5.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

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

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

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

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

7. INDEMNITY

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

8. LIMITATION OF LIABILITY

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

9. EXCUSABLE DELAYS

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

10. PATENT INDEMNITY

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

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

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

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

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

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

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

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

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

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

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. DELIVERY

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

18. DAMAGE OR LOSS

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

19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

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

20. CHANGES IN THE WORK

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

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

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

21. ACCEPTANCE OF THE WORK

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

22. DEFINITIONS

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

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

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Commissioning Services Proposal

Prospect Heights School District 23
Phase 3 HVAC Retrofit
Sullivan and Ross Schools

January 21, 2021

January 21, 2021

Brian Rominski
Director of Buildings and Grounds
Prospect Heights School District 23

Re: School District 23, Phase 3 HVAC Retrofit – Sullivan and Ross Schools

Dear Mr. Rominski:

Per your recent communications with Mandeep Singh of our office, E Cube is pleased to present its proposal to provide retro-commissioning services for the Prospect Heights School District 23 Phase 3 HVAC Retrofit project. Leveraging our recent work on this campus, E Cube aims to provide the same high-quality services and project team for this next phase.

Specifically, we will be using:

- Tom Vannatta, CPMP, HCC, LEED-AP – Senior PM / Technical Authority – 30 years' experience
- Mandeep Singh, CCP, LEED-AP – Project Manager – 25 years' experience
- Jim Radzienda – Assistant Project Manager / Commissioning Specialist – 35 years' experience
- Jason Hendrixson, P.E., CCP, LEED-AP – Project Engineer – 10 years' experience
- Chuck Cusak and Mike Romito – Commissioning Specialists – 20-30 years' experience

Mandeep Singh will be the main point of contact. He is well regarded for his ability to lead teams. Under his leadership, each team member will be aware of the project's status and progress, providing depth of knowledge and flexible client support. We are committed to providing reliable, efficient, high-quality services, focused on achieving your goals and encouraging the same in our colleagues.

Thank you for considering E Cube for this project. Please feel free to contact us if you have any questions or concerns. We are happy to tailor this proposal to meet your needs and budgets as this process moves forward. We look forward to the possibility of once again assisting School District 23.

Sincerely,



Joseph P. Havey, CEM®, MS RECM, RPA®, FMA®, SMA®, LEED® AP
Chief Executive Officer

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Scope of Work

Project Understanding

We understand this project continues HVAC retrofit work from summer 2020. Specifically, additional HVAC retrofits are to be completed for several heat pump fan-coil units and 3 rooftop units. All equipment is located within the Ross and Sullivan schools. The project is intended to be complete by Aug 2021.

Base Services

Our understanding of the scope of commissioning services is to review design documents and review installation and operation of new equipment and systems included in the design documents order to provide a high level of confidence these systems perform according to the new design intent.

The scope of services does not include any work, troubleshooting, analysis, etc. associated with existing systems: geothermal loop (piping, water quality, performance, etc.), associated pumps and any other existing-to-remain equipment. E Cube is not liable for any pre-existing conditions on this project.

The following is a list of commissioning tasks that will be completed for this project.

Task Description
Design Phase
<ul style="list-style-type: none"> Review Design Documents and issue a design review report with relevant comments. Provide one back-check to help ensure incorporation of comments in one subsequent design document set. Attend up to two, 1-hour design phase meetings. Develop Commissioning Specifications to be inserted into the bid documents by the design team Develop a Commissioning Plan
Construction Phase
<ul style="list-style-type: none"> Coordinate and execute the Commissioning Process Update and expand the Commissioning Plan Conduct a Commissioning Kick-Off meeting at the beginning of the construction phase Conduct periodic commissioning meetings (maximum once a month) Review submittals for systems/equipment under the scope of work Maintain a master issues log (Field Observation Notes). Distribute regularly. Maintain a Commissioning Status Report. Distribute regularly. Develop and complete Commissioning Pre-Functional Checklists. Conduct Pre-functional (installation verification) procedures. Review and witness a portion of contractor startup of major equipment. Conduct a 10% random sample review of BAS point-to-point testing results. Installing contractor to complete 100% testing prior to this review. Conduct a 10% random sample review of Test and Balance results. Installing contractor to complete 100% testing prior to this review. Develop Functional Checklists and conduct Functional Procedures with assistance from installing contractors. Develop a final Commissioning Report

Base Systems and Equipment

The following systems and equipment will be included in the scope of work, based on the January 7, 2021 bid package provided by District 23.

The goal is to review a representative sample of each type of unit to evaluate proper installation and performance. This scope does not constitute an exhaustive effort to review all installed equipment / systems and spaces served.

Please note: For most packaged equipment with integral (local) controls, assistance from manufacturer's controls technicians will be needed in order to gain access to and manipulate these controls for the purposes of testing. Installing contractor shall procure services from the appropriate parties to complete this work.

Total for Sullivan and Ross Schools

Description	Total Quantity	Sampling Rate	Quantity to be Commissioned
Vertical Cabinet Heat Pumps (Bard)	N/A	N/A	N/A
Vertical & Horizontal Heat Pumps	29	25%	8
Electric Duct Booster Heaters	19	25%	5
HW Reheat Coils	2	100%	2
Ceiling Mounted De-humidifiers	3	100%	3
Rooftop Units	N/A	N/A	N/A

Schedule

The scope of work and fee estimate is based the following estimated schedule. Please note that any significant changes to this schedule directed by the Owner, may require additional fees, subject to Owner's pre-approval.

Phase	Start	End
• Design Phase		Feb 2021
• Construction Phase	May 2021	Jul 2021
• Final Report:	Sep 2021	Sep 2021

Fee Summary

Fee

The following tables summarize our estimated fees for the base scope of work. The values listed are based on a Fixed Fee.

\$ 24,000 Twenty-Four Thousand Dollars

Expenses

E Cube, Inc. makes a point of aggressively managing reimbursable expenses so that project costs may be used for more productive purposes such as additional time on-site working with the contractors. With this goal in mind, we re-allocate any remaining expense budgets to additional field time as appropriate. Expenses will be billed at their direct cost with no markup and are included in the Fee Summary above.

Rates

The following rates will be used for tasks included in the scope of work on this project.

Staff Position	Staff Name	2019	2020	2021	2022	2023
Principals, Project Executives	Joe Havey Leonard Rozek	\$224	\$233	\$242	\$252	\$262
VPs, Senior Associates	Tom Vannatta Mandeep Singh Trey King Dave Anderson Sub-Consultants	\$194	\$202	\$210	\$218	\$227
PMs, Associates, Senior Engineers	Jason Hendrixson Matt Worthington Jim Radzienda Mike Romito Steve Guinard Chuck Cusak	\$165	\$172	\$179	\$186	\$193
Staff Engineers & Analyst, Level III	Tally Metzger	\$158	\$164	\$171	\$177	\$184
Staff Engineers & Analyst, Level II	Terrell Thomas	\$150	\$156	\$162	\$169	\$176
Staff Engineers & Analyst, Level I	Catherine Dressler Brandon Black	\$104	\$108	\$112	\$116	\$121
Project Resource Manager	Jody Baca John Magnuson	\$75	\$78	\$81	\$84	\$88

Assumptions and Clarifications

General

1. E Cube is an independent Commissioning Authority (CxA), not the project Engineer of Record (EOR) or Construction Manager (CM). As such, E Cube is not responsible for design concept, design criteria, system sizing, compliance with codes, design or construction scheduling, cost estimating or construction management.
2. This quotation does not include MEP coordination. Coordination of MEP trades including items such as planning for contractor testing, startup and operation, balancing etc. as well as any related scheduling, meetings, and communications necessary for the same shall be by the General Contractor.
3. This quotation is based on the currently available construction schedule, specifications and plans provided by the Owner/Construction Team.
4. An addition of equipment or an increase in complexity to the scope (after approved Cx contract) shall result in an incremental increase in commissioning fees, subject to owner’s pre-approval.
5. The scope of services does not include any work, troubleshooting, analysis, etc. associated with existing

systems: geothermal loop (piping, water quality, performance, etc.), associated pumps and any other existing-to-remain equipment. E Cube is not liable for any pre-existing conditions on this project.

Design Phase

1. This quotation assumes design documents are provided at a level of completeness appropriate for the given phase of design (i.e. SD, DD, CD). Any additional reviews required as a result of incomplete documents shall be at an additional cost. Such occurrences shall be presented to the Owner for approval prior to proceeding with work.
2. Design review services described in this proposal do not constitute a peer review. As such, review/verification of system sizing, loads, etc. are not included in the scope of work.

Construction Phase

1. E Cube is not responsible for any construction means and methods, site safety, or site security.
2. E Cube will not authorize and/or approve any changes in construction schedule, cost (including change-orders), or contractual requirements, and has no contractual authority to do so.
3. E Cube is not responsible for schedule impacts due to incomplete systems or unforeseen problems or delays.
4. Construction Team shall coordinate meeting invites, attendance, participation from their subcontractors.
5. This quotation is based on equipment vendors (including owner supplied equipment) planning for, performing, and properly documenting the results of their respective factory-prescribed start-up procedures.
6. Functional procedures will be started upon systems being ready. This shall require written notice from Construction Team. **Systems that are not ready for successful completion of functional procedures after being represented as ready by the contractor will be subject to additional incurred costs (hourly rate(s), travel and other expenses) if additional work or return visits are required.** These situations will be documented and reported to the Owner/Construction Team for authorization to proceed.
7. This quotation is based on full cooperation from contractors during all commissioning procedures. Contractors shall provide experienced technicians, adequately knowledgeable of the project.
8. The relevant contractors shall provide any special / proprietary tools, test equipment and software as necessary during the commissioning process and/or as required by the commissioning specifications.
9. This quotation is contingent upon providing E Cube with no-cost access to the Building Automation System operator workstation for local and remote monitoring. Appropriate login ID's and passwords shall be provided by the BAS contractor to allow for complete monitoring and commissioning. Web-based access is acceptable and often preferred.
10. Should specialty data logging information be desired (particularly medium voltage electric values and/or power quality event recording from operating equipment), E Cube will notify Owner/Construction Team as soon as possible and will proceed only after obtaining authorization for any additional cost.
11. Once deficiencies are noted, reported and commented on and the responsible parties have provided written notification that the deficiencies have been resolved, E Cube will be available at no additional charge for **ONE (1) additional effort to confirm that the deficiencies have been resolved. E Cube's scope does not include further efforts should deficiencies remain unresolved. All work beyond the scope of this proposal will be at an added charge.**

Fee and Payments

1. This proposed fee is based upon E Cube's interpretation of the project's needs and our estimation of the required level of effort in person-hours and trips to the project site. This is based on our experience with adding value to projects of this type. Should you have any questions or concerns regarding our interpretation of the desired scope of services, please do not hesitate to contact us to discuss these matters.
2. Payment Terms: E Cube will invoice monthly, net 30 without retainage for labor and expenses for that month. E Cube will supply the standard AIA G702 and G703 forms with each invoice. Invoices that are not paid in full after 60 days will bear a 1 ½ % late charge against all outstanding balances until paid in full.
3. Reasonable and normal reimbursable expenses including long distance calls, printing, reproduction, shipping, equipment rental, and mileage expenses, will be billed at their direct cost with no markup, and are estimated in

this document. Project-related expenses will be itemized and invoiced at direct cost. Vehicle charges will be invoiced at \$0.545/mile for project-related travel in 2018 or IRS approved rate, whichever is lower

Approval

Submitted by:

Company: E Cube, Inc.
Date: January 21, 2021
Authorized Agent: Joseph Havey, CEM®, MS RECM, RPA®, FMA®, SMA®, LEED® AP
Title: CEO



Signature

Offer is good for 90 days from date of proposal

Approved by:

Company: _____
Date: _____
Authorized Agent: _____
Title: _____

Signature



1996

1994
\$90,480

1994
\$313,690

2008

1994
\$3,770

1996

700 N Schoenbeck Rd

© 2016 Google

Google Earth

1998

23

42°06'32.15" N 87°56'56.70" W elev 697 ft eye alt 1191 ft

**MAR ROOF CONSTRUCTION
11/2020**



**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE JAN III SOBIESKI SCHOOL
FOR THE USE OF MACARTHUR MIDDLE SCHOOL**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the Board of Education of Prospect Heights School District 23, Cook County, Illinois (“School District”) and the Jan III Sobieski School, an Illinois Not-for Profit (“Jan III Sobieski School”).

WITNESSETH

WHEREAS, the School District is the owner of a school building and ground commonly known and referred to as MacArthur Middle School, (the “School”), located at 700 N. Schoenbeck Road, Prospect Heights, Illinois; and

WHEREAS, the Jan III Sobieski School desires to use portions of the School for purposes of holding Saturday Polish School program activities; and

WHEREAS, the School District has determined that the Jan III Sobieski School’s use of the School for Saturday Polish School activities on agreed upon dates and hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services to the community; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the *Illinois School Code* (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of the residents of the School District to enter into this Agreement to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. TERM, PAYMENTS, & TERMINATION

- 1.1 **Term** - The term of this Agreement shall be for a period of three (3) years, commencing on September 1, 2021, and continuing thereafter through June 30, 2024, unless terminated prior to that date, as provided in this Agreement.
- 1.2 **Rates** - On an annual basis, by June 1st of each year, the School will meet with the Director of Buildings and Grounds to determine calendar, and specific areas of use based on projected enrollment for the coming year. Rates will be in accordance with the District's facility rental rates as shown in Exhibit A.
- 1.3 **Invoicing** - The Jan III Sobieski School shall be invoiced by the District on a monthly basis. Payment terms with The School shall be on a net ten day basis. Overdue payments may be subject to a \$150.00 late fee.
- 1.3 **Termination** - Each party reserves the right to terminate this Agreement upon ten (10) days advance written notice due to the breach by the other party of its obligations under this Agreement.
- 1.4 **Effect of Termination** - The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.
- 1.5 **Condition of Property** - At the expiration of this Agreement, whether by lapse of time or otherwise, the Jan III Sobieski School shall leave the School Properties in substantially the same condition, normal wear and tear attributable to Jan III Sobieski Schools' use excepted, as in existence at the time of the execution of this Agreement. To the extent the Jan III Sobieski School does not meet this obligation, the School District may seek reimbursement for expenses incurred for any work necessary to restore the School to substantially the same condition as in existence at the time of the execution of this Agreement.
- 1.6 **Destruction of Property** - In the event any school or district property is damaged or destroyed such that occupancy and use of the school building is not possible or permitted, this Agreement shall terminate.

II. USE

- 2.1 **Use** - Subject to the conditions set forth herein, the School District shall make available spaces for use located at MacArthur Middle School on Saturdays during the term of this Agreement and during times when there are no conflicting school sponsored activities. The School District will select the classrooms to be used and notify the Jan III Sobieski School prior to the first use. The School District may redesignate the classrooms subject to this Agreement at any time. The Jan III Sobieski School shall have a license to use the property only, and shall not have any rights of ownership or possessory rights of any kind or nature.

- 2.1.1 **Kitchen Facilities** - Jan III Sobieski School may not use the kitchen facilities at the school except with the prior consent of the School District, and if it hires the services of the School District's food service provider to oversee the use of the kitchen. The provision of the School District's consent is at its sole discretion and is not subject to challenge.
- 2.1.2 **Weather/Building Closures** – In the event of adverse weather conditions or conditions in the building, the School District may close the building and Jan III Sobieski School may reschedule missed sessions to a mutually agreeable date and time.
- 2.2 **Priority of Use** - The School District shall have priority over the Jan III Sobieski School in both scheduling and use of the School and in the actual use where circumstances unforeseen at the time of scheduling require School District use. The School District shall immediately notify the Jan III Sobieski School upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where possible. The Jan III Sobieski School shall have priority over other activities not sponsored by the School District. The Jan III Sobieski School shall immediately notify the School District of cancellation.
- 2.3 **Scheduling** - The Director of Buildings & Grounds and the Director of the Jan III Sobieski School or his/her designee shall jointly establish the schedule of use by August 31st of each contract year, in accordance with the requirements of Section 2.1 above, and shall attach a copy of the schedule to this Agreement as Exhibit B. The District is closed and no facility usage is available on national holidays, Thanksgiving Break, Winter Break, or Spring Break.
- 2.4 **Appropriate Use** - The Jan III Sobieski School will use those portions of the School for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The Jan III Sobieski School agrees to comply with all School District policies in conducting its activities at the School.
- 2.5 **Storage** - The School District will accommodate the limited storage of the Jan III Sobieski School property at the School in a location reasonably accessible to the Jan III Sobieski School. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The Jan III Sobieski School shall be solely responsible for obtaining insurance protecting against the theft, damage, or destruction of its property, and waives any right of recovery against the School District.
- 2.6 **Non-Jan III Sobieski School Activities** - The Jan III Sobieski School may not rent or permit the use of the School for non- Jan III Sobieski School activities during its scheduled usage time.

III. MAINTENANCE

- 3.1 **Maintenance** - The School District shall be responsible for the day to day maintenance of the buildings and structures on the School. The Jan III Sobieski School will render each portion of the School its uses to its original and broom clean condition after each use.

- 3.1.1 **Snow Removal** – The School District will be responsible for snow plowing when snow reaches a depth of one (1) inch or more. The School District custodian on duty will remove snow from the sidewalks in front of the school regardless of the amount of snowfall or depth.
- 3.2 **Custodial Maintenance** – In the event the Jan III Sobieski School leaves a classroom in a condition that requires custodial maintenance in addition to the School District’s usual and customary custodial maintenance, the District will notify the Jan III Sobieski School and the Jan III Sobieski School will pay to the School District the cost of such custodial maintenance, including the extra time for completion of cleaning at the agreed upon rate as stated in Exhibit A to this Agreement.
- 3.3 **Construction and Renovation** - The Jan III Sobieski School acknowledges that from time to time it may be necessary for the District to undertake construction, renovation, or repair projects with respect to the School. In such cases where the construction, renovation, or repair is anticipated or not in response to an emergency, the School District shall consult with the Jan III Sobieski School to minimize the interruption or impact on the Jan III Sobieski School use of the School. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to accommodate rescheduling or relocation of Jan III Sobieski School activities.
- 3.4 **General Supervision** – The Jan III Sobieski School shall provide supervision of all of its activities occurring at the School. The School District shall provide training to the Jan III Sobieski School employees regarding security procedures at the School.
- 3.5 **Exterior Door Supervision** - The Jan III Sobieski School shall provide supervision at all entry and exit doors used for its purposes during arrival and dismissal times. At no time should exterior doors be propped open without proper supervision. Exterior doors should remain closed and locked outside of arrival and dismissal times.
- 3.6 **Classroom Supervision** - The Jan III Sobieski School shall provide supervision of students while in classrooms and other spaces at all times.
- 3.7 **Classroom Supplies** - The Jan III Sobieski School shall provide all necessary supplies required for the operation it’s school curriculum. No District 23 classroom supplies should be used for such purposes.
- 3.8 **Classroom Furniture** - District 23 strongly prefers that The Jan III Sobieski School not move any classroom furniture for its school curriculum. Should The School require any furniture to be moved, it is The School’s responsibility to place furniture back in its original configuration.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** - The Jan III Sobieski School shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the School as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and the Jan III Sobieski School

as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.

- 4.2 **Additional Insured** - The policies of insurance obtained and maintained by the Jan III Sobieski School shall name the School District, its Board, Board members, and employees as additional insureds.
- 4.3 **Insurance Certificates** - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the Jan III Sobieski School to the School District within ten (10) of the Jan III Sobieski Schools' execution of this Agreement and before its use of the School. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.
- 4.4 **Indemnification by Jan III Sobieski School** – The Jan III Sobieski School shall indemnify and hold harmless the School District, Board of Education, Board members, its officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorneys' fees, which may arise from The School's use of the building or from The School's obligations under this Agreement, except to the extent of the negligence, gross negligence, willful and wanton, or intentional misconduct of the School District, its Board of Education, Board members, officers, employees or agents.
- 4.6 **Incident Reports** - In the event of an incident involving injury to persons or property occurring during the Jan III Sobieski School's use of the building, the Jan III Sobieski School shall provide the District with an incident report as soon thereafter as practicable.

V. MISCELLANEOUS PROVISIONS

- 5.1 **Binding Effect** - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
- 5.2 **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 5.3 **Severability** - The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- 5.4 **Waiver** - Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same

shall continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.

- 5.5 **Notices** - All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling activities or use should first be made by telephone or facsimile.
- 5.6 **Governing Law** - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- 5.7 **Attorneys' Fees** - In the event of litigation between the parties with respect to any matter related to this Agreement, each party shall bear the cost of its own attorneys' fees.
- 5.8 **Execution of Counterparts** - This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
- 5.9 **Amendment** - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties.

THIS AGREEMENT, for a period of three (3) years, commencing on September 1, 2021, and continuing thereafter through June 30, 2024, is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

BOARD OF EDUCATION OF
PROSPECT HEIGHTS SCHOOL
DISTRICT 23, Cook County, Illinois

JAN III SOBIESKI SCHOOL,
an Illinois not-for-profit

By: _____
President

By: _____
Its Duly Authorized Representative

Attest: _____
Secretary

Dated: _____

Dated: _____

Exhibit A

(Facility Rate Information to be Added)



**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT 23
COOK COUNTY, ILLINOIS
AND
THE WANDA RUTKIEWICZ ACADEMY
FOR THE USE OF BETSY ROSS ELEMENTARY SCHOOL AND
ANNE SULLIVAN ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into on the dates hereinafter set forth by and between the Board of Education of Prospect Heights School District 23, Cook County, Illinois (“School District”) and the Wanda Rutkiewicz Academy, an Illinois Not-for Profit (“The Academy”).

WITNESSETH

WHEREAS, the School District is the owner of a school building and ground commonly known and referred to as Anne Sullivan Elementary School and Betsy Ross Elementary School (the “Schools”), located at 700 N. Schoenbeck Road, Prospect Heights, Illinois; and

WHEREAS, the Wanda Rutkiewicz Academy desires to use portions of the Schools for purposes of holding Friday and Saturday Polish School program activities; and

WHEREAS, the School District has determined that the Wanda Rutkiewicz Academy’s use of the School for Polish School activities on agreed upon dates and hours would not interfere with the School District’s delivery of educational services to its students and residents, and has further determined that such use may enhance delivery of such educational services to the community; and

WHEREAS, the School District has been granted the control and supervision of school grounds and the authority under Section 10-22.10 of the *Illinois School Code* (105 ILCS 5/10-22.10) to grant the use of school grounds, under such provisions and control as they may see fit to impose and for the conducting of recreational, social and civic activities in the school building or on the school grounds or both; and

WHEREAS, the parties hereto have determined that it is in their respective best interests and the best interests of the residents of the School District to enter into this Agreement to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and promises contained below, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

I. TERM, PAYMENTS, & TERMINATION

- 1.1 **Term** - The term of this Agreement shall be for a period of three (3) years, commencing on September 1, 2021, and continuing thereafter through June 30, 2024, unless terminated prior to that date, as provided in this Agreement.
- 1.2 **Rates** - On an annual basis, by June 1st of each year, the School will meet with the Director of Buildings and Grounds to determine calendar, and specific areas of use based on projected enrollment for the coming year. Rates will be in accordance with the District's facility rental rates as shown in Exhibit A.
- 1.3 **Invoicing** - The Wanda Rutkiewicz Academy shall be invoiced by the District on a monthly basis. Payment terms with the Academy shall be on a net ten day basis. Overdue payments may be subject to a \$150.00 late fee.
- 1.3 **Termination** - Each party reserves the right to terminate this Agreement upon ten (10) days advance written notice due to the breach by the other party of its obligations under this Agreement.
- 1.4 **Effect of Termination** - The termination of this Agreement shall not alleviate any responsibility to pay or make repairs occurring during the effective period of this Agreement.
- 1.5 **Condition of Property** - At the expiration of this Agreement, whether by lapse of time or otherwise, the Wanda Rutkiewicz Academy shall leave the School Properties in substantially the same condition, normal wear and tear attributable to the Academy's use excepted, as in existence at the time of the execution of this Agreement. To the extent the Academy does not meet this obligation, the School District may seek reimbursement for expenses incurred for any work necessary to restore the School to substantially the same condition as in existence at the time of the execution of this Agreement.
- 1.6 **Destruction of Property** - In the event any school or district property is damaged or destroyed such that occupancy and use of the school building is not possible or permitted, this Agreement shall terminate.

II. USE

- 2.1 **Use** - Subject to the conditions set forth herein, the School District shall make available spaces for use located at Betsy Ross Elementary and Anne Sullivan Elementary Schools during the term of this Agreement and during times when there are no conflicting school sponsored activities. The School District will select the classrooms to be used and notify the Academy prior to the first use. The School District may redesignate the classrooms subject to this Agreement at any time. The Academy shall have a license to use the property only, and shall not have any right ownership or possessory rights of any kind or nature.
 - 2.1.1 **Kitchen Facilities** - Wanda Rutkiewicz Academy may not use the kitchen facilities at the schools except with the prior consent of the School District, and if it hires the services of the School District's food service provider to oversee the use of the kitchen. The provision of the School

District's consent is at its sole discretion and is not subject to challenge.

- 2.1.2 **Weather/Building Closures** – In the event of adverse weather conditions or conditions in the building, the School District may close the building and Wanda Rutkiewicz Academy may reschedule missed sessions to a mutually agreeable date and time.
- 2.2 **Priority of Use** - The School District shall have priority over the Wanda Rutkiewicz Academy in both scheduling and use of the School and in the actual use where circumstances unforeseen at the time of scheduling require School District use. The School District shall immediately notify the Academy upon first learning of circumstances which require scheduling changes and shall take reasonable steps to avoid conflicts, and shall attempt to provide alternative times or locations where possible. The Academy shall have priority over other activities not sponsored by the School District. The Wanda Rutkiewicz Academy shall immediately notify the School District of cancellation.
- 2.3 **Scheduling** - The Director of Buildings & Grounds and the Director of the Wanda Rutkiewicz Academy or his/her designee shall jointly establish the schedule of use by August 31st of each contract year, in accordance with the requirements of Section 2.1 above, and shall attach a copy of the schedule to this Agreement as Exhibit B. The District is closed and no facility usage is available on national holidays, Thanksgiving Break, Winter Break, or Spring Break.
- 2.4 **Appropriate Use** - The Wanda Rutkiewicz Academy will use those portions of the School for their reasonably intended uses. Operating procedures will be reviewed by the parties prior to the first use. The Wanda Rutkiewicz Academy agrees to comply with all School District policies in conducting its activities at the School.
- 2.5 **Storage** - The School District will accommodate the limited storage of the Wanda Rutkiewicz Academy property at the School in a location reasonably accessible to the Academy. The School District will not be liable for any loss of use of said property due to theft, damage, or destruction. The Academy shall be solely responsible for obtaining insurance protecting against the theft, damage, or destruction of its property, and waives any right of recovery against the School District.
- 2.6 **Non-Wanda Rutkiewicz Academy Activities** - The Wanda Rutkiewicz Academy may not rent or permit the use of the School for non-Academy activities during its scheduled usage time.

III. MAINTENANCE

- 3.1 **Maintenance** - The School District shall be responsible for the day to day maintenance of the buildings and structures on the School. The Academy will render each portion of the School its uses to its original and broom clean condition after each use.
- 3.1.1 **Snow Removal** – The School District will be responsible for snow plowing when snow reaches a depth of one (1) inch or more. The School District custodian on duty will remove snow from the sidewalks in front of the school regardless of the amount of snowfall or depth.
- 3.2 **Custodial Maintenance** – In the event the Academy leaves a classroom in a condition that requires custodial maintenance in addition to the School District's usual and customary custodial

maintenance, the District will notify the Wanda Rutkiewicz Academy and the Academy will pay to the School District the cost of such custodial maintenance, including the extra time for completion of cleaning at the agreed upon rate as stated in Exhibit A to this Agreement.

- 3.3 **Construction and Renovation** - The Wanda Rutkiewicz Academy acknowledges that from time to time it may be necessary for the District to undertake construction, renovation, or repair projects with respect to the School. In such cases where the construction, renovation, or repair is anticipated or not in response to an emergency, the School District shall consult with the Wanda Rutkiewicz Academy to minimize the interruption or impact on the Academy's use of the School. Where construction, renovation, or repair is in response to an emergency, the School District will make reasonable attempts to accommodate rescheduling or relocation of the Academy's activities.
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- 3.5 **Exterior Door Supervision** - The Wanda Rutkiewicz Academy shall provide supervision at all entry and exit doors used for its purposes during arrival and dismissal times. At no time should exterior doors be propped open without proper supervision. Exterior doors should remain closed and locked outside of arrival and dismissal times.
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- 3.7 **Classroom Supplies** - The Wanda Rutkiewicz Academy shall provide all necessary supplies required for the operation it's school curriculum. No District 23 classroom supplies should be used for such purposes.
- 3.8 **Classroom Furniture** - District 23 strongly prefers that the Academy not move any classroom furniture for its school curriculum. Should the Academy require any furniture to be moved, it is The School's responsibility to place furniture back in its original configuration.

IV. INSURANCE AND INDEMNIFICATION

- 4.1 **Insurance** - TheWanda Rutkiewicz Academy shall procure and maintain, at its sole cost and expense, policies of insurance covering its use of the School as provided in the Agreement, in reasonable and appropriate amounts to be agreed upon by the School District and the Academy as hereinafter provided, including comprehensive personal injury, property damage, workers' compensation, automobile liability and, if applicable, professional liability or errors and omissions coverage.
- 4.2 **Additional Insured** - The policies of insurance obtained and maintained by the Wanda Rutkiewicz Academy shall name the School District, its Board, Board members, and employees as additional insureds.

- 4.3 **Insurance Certificates** - All insurance policies procured herein or certificates evidencing the existence thereof shall be delivered by the Wanda Rutkiewicz Academy to the School District within ten (10) of the Academy's execution of this Agreement and before its use of the School. Said policies shall contain a provision that at least thirty (30) days prior to the termination, nonrenewal or modification thereof, each party shall receive written notice of the termination, nonrenewal or modification.
- 4.4 **Indemnification by Wanda Rutkiewicz Academy** – The Academy shall indemnify and hold harmless the School District, Board of Education, Board members, its officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorneys' fees, which may arise from The Academy's use of the building or from the Academy's obligations under this Agreement, except to the extent of the negligence, gross negligence, willful and wanton, or intentional misconduct of the School District, its Board of Education, Board members, officers, employees or agents.
- 4.6 **Incident Reports** - In the event of an incident involving injury to persons or property occurring during the Wanda Rutkiewicz Academy's use of the building, the Academy shall provide the District with an incident report as soon thereafter as practicable.

V. MISCELLANEOUS PROVISIONS

- 5.1 **Binding Effect** - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.
- 5.2 **Assignment** - Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 5.3 **Severability** - The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- 5.4 **Waiver** - Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed, shall not constitute, or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. Waiver by either party of a breach of any term, covenant or condition herein shall not be deemed a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein.
- 5.5 **Notices** - All notices required hereunder shall be in writing and shall be served personally or by registered or certified mail, return receipt requested, upon the other party's Superintendent or Director at the party's principal administrative offices. Notices which must be made regarding rescheduling activities or use should first be made by telephone or facsimile.

- 5.6 **Governing Law** - This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
- 5.7 **Attorneys' Fees** - In the event of litigation between the parties with respect to any matter related to this Agreement, each party shall bear the cost of its own attorneys' fees.
- 5.8 **Execution of Counterparts** - This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
- 5.9 **Amendment** - Except as specified herein, this Agreement contains the entire agreement of the parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of both parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit, however, the amendment or modification of regulations, procedures or policies established by the parties.

THIS AGREEMENT, for a period of three (3) years, commencing on September 1, 2021, and continuing thereafter through June 30, 2024, is hereby agreed to by the parties, as evidenced by signature of authorized representatives below.

BOARD OF EDUCATION OF
 PROSPECT HEIGHTS SCHOOL
 DISTRICT 23, Cook County, Illinois

WANDA RUTKIEWICZ ACADEMY,
 an Illinois not-for-profit

By: _____
 President

By: _____
 Its Duly Authorized Representative

Attest: _____
 Secretary

Dated: _____

Dated: _____

Exhibit A
(Facility Rate Information to be Added)

PROSPECT HEIGHTS SD 23 FACILITY USE FEE SCHEDULE UPDATED FEBRUARY 2021				TIER 1	TIER2	TIER 3	TIER 4
				D23 SCHOOL GROUP	IGA OR CONTRACT BASIS	COMMUNITY GROUPS, NON FOR PROFIT AGENCIES, PRIVATE COMMUNITY ORGANIZATIONS, WHERE MAJORITY OF PARTICIPANTS ARE D23 STUDENTS, PARENTS, OR COMMUNITY MEMBERS	ALL OTHER GROUPS/PRIVATE ORGANIZATIONS
DIRECT COSTS							
	ADMINISTRATION FEE			NO CHARGE	PER AGREEMENT	NO CHARGE	\$25 / YEAR
	BUILDING MANAGEMENT FEE	WEEKDAYS**	4:00PM-10:00PM	NO CHARGE	PER AGREEMENT	NO CHARGE	\$29.53 / HR
	BUILDING MANAGEMENT FEE*	WEEKENDS**	7:00AM-7:00PM	NO CHARGE	PER AGREEMENT	\$44.30 / HR	\$44.30 / HR
	DAMAGES TO FACILITY			NO CHARGE	REPLACEMENT COST	REPLACEMENT COST	REPLACEMENT COST
INDIRECT COSTS							
ANNE SULLIVAN	CONFERENCE - ROOM 140			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	MEDIA CENTER - ROOM 112			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	STAFF LOUNGE ROOM 224			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
BETSY ROSS	GYM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$60.00 / HR
	MEDIA CENTER - ROOM 303			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	STAFF LOUNGE - ROOM 300			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
T.D. EISENH	MPR - ROOM 208			NO CHARGE	PER AGREEMENT	\$22.50 / HR	\$45.00 / HR
	MEDIA CENTER - ROOM 115			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	STAFF LOUNGE - ROOM 206			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
DOUGLAS MACARTHUR	CAFETERIA - ROOM 600			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	BAND - ROOM 305			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	MUSIC - ROOM 308			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	ORCHESTRA - ROOM 307			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	STAFF LOUNGE - ROOM 107			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	CONFERENCE ROOM - ROOM 109			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
	GYM			NO CHARGE	PER AGREEMENT	\$30.00 / HR	\$60 / HR
	LITTLE THEATRE/STAGE			NO CHARGE	PER AGREEMENT	\$22.50 / HR	\$45 / HR
	STAGE LIGHTING AND/OR AV EQUIPMENT			NO CHARGE	NOT AVAILABLE	NOT AVAILABLE	NOT AVAILABLE
	MEDIA CENTER - ROOM 112			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR
GRODSKY ADMINISTRA- TION	BOARD ROOM			NO CHARGE	PER AGREEMENT	\$15.00 / HR	\$30.00 / HR

*4 HOUR MINIMUM

**DURING SCHOOL CALENDAR YEAR ONLY



PROSPECT HEIGHTS DISTRICT 23 FINANCE & BUILDINGS & SITES COMMITTEES INFORMATION ITEM

Date: March 1, 2021
Title: 2021 Plan for Projector Replacements
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations

BACKGROUND INFORMATION:

In accordance with the Technology Department's equipment replacement schedule within the [Educational Technology Plan 3.0](#) (p17), the classroom projectors have been identified as a priority for the remainder of FY21, FY22 and FY23. Taking remaining budgetary allocations into account, as well as available Technology and Maintenance staff, MacArthur has been selected to receive the first round of replacements.

Currently, these replacements are slightly ahead of schedule. This summer's plan for MacArthur includes the 7th and 8th grade units to be replaced with remaining FY21 funding in June. 6th grade will be completed after summer school in mid-July and will be paid with FY22 funds.

Following identification of the preferred Epson Model, the Technology Department obtained three quotes from vendors regarding the projector and mount pricing. Prices are reflective of the BrightFutures Epson pricing available to education institutions within the United States. The lowest cost was submitted by the District's prior vendor SHI, at a cost of \$1,159 per projector and \$95 per mount.

In addition to the actual cost of hardware, replacements of these units will involve our outside electrician (JCB Electric) to move the power to a ceiling location above the existing wall mounted projectors (approx. 39 locations). District 23 maintenance staff will provide him with all the materials he may need (approx. \$1,200). The proposal for his services has been attached for your review.

The anticipated total cost for the MacArthur projector replacements has been budgeted at \$60,000. This includes a FY21 allocation of \$37,000 and a FY22 allocation of \$21,000 from the Technology budget. The electrical work and touch up painting as needed has already been budgeted through the Buildings & Grounds Contracted Services account.

RECOMMENDED ACTION:

In accordance with the Education Technology Plan 3.0, expenditures for the projector replacement projects have been budgeted in both Fund 20 and Fund 10. While the purchase of technology equipment is exempt from the public bidding requirement under Illinois School Code, we are presenting this plan to keep the Board up to date on current initiatives. We will be happy to share with the entire Board with the Committee's approval.

JCB Electric Inc.

406 Hill Court
Prospect Heights, IL 60070
(847) 818-1556

PROPOSAL

DATE

1/11/2021

NAME / ADDRESS

Prospect Heights School Dt. #23
Attn: Brian S. Rominski
700 N. Schoenbeck Rd.
Prospect Heights, IL 60070

DESCRIPTION	TOTAL
Provide power on the wall above the ceiling in approximately 39 classrooms for future installation of white board projectors to be installed by others. There is no cost for material in this proposal. All work to be completed by the end of July. This is a not exceed proposal.	15,825.00



Pricing Proposal
 Quotation #: 20083287
 Created On: 2/18/2021
 Valid Until: 2/28/2021

Prospect Heights School District 23

Maria Stavropoulos

700 N SCHOENBECK RD
 Prospect Heights, IL 60070
 United States
 Phone: (847) 870-5556
 Fax:
 Email: mstavropoulos@d23.org

Inside Account Executive

Sean Feeney

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-564-8554
 Fax: 732-564-8553
 Email: Sean_Feeney@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Epson PowerLite 725W - 3LCD projector - ultra short-throw - Epson - Part#: V11H999520	25	\$1,159.00	\$28,975.00
2 Epson Ultra-Short Throw Wall Mount ELPMB62 - Mounting kit (wall plate, telescopic extension arm, wall plate cover, screws, 3-axis adjustment unit and slide) for projector - wall-mountable - for BrightLink 725, 735; BrightLink Pro 1480, 1485; PowerLite 72 Epson - Part#: V12HA06A05	25	\$95.00	\$2,375.00
		Total	\$31,350.00

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



PROSPECT HEIGHTS DISTRICT 23 BUILDINGS & SITES COMMITTEE INFORMATION ITEM

Date: March 1, 2021

Title: 2021 Plan for Raised Garden Beds - Eisenhower School

Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations

BACKGROUND INFORMATION:

During the 2019-20 school year, a grant was awarded to Eisenhower School by the PTO in the amount of \$3,000 for the purchase of some raised planting boxes. At the time, the selected boxes were on backorder and then unavailable for the remainder of the year. The goal of the boxes is to provide a “hands on” instructional component for students as they learn about living things, habitats, and community work/responsibility.

The staff responsible for care and upkeep will consist of the building principal and team members to be divided among the boxes.

(72” x 72” 6 at \$2,634.00)



Building administration is also thinking about a 7th piece, a centerpiece, to be used as a butterfly garden.

(48” x 48” 1 at \$229.00)



The walking stones that have been saved from the prior area will be repurposed to radiate around to the different flower boxes

RECOMMENDED ACTION:

As the cost for the purchase of the proposed items is being fully reimbursed by the District 23 PTO, we are simply presenting this plan for consideration and will proceed with ordering pending the Committee's approval.

FACT SHEET
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND II
CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT, 2021

This chart outlines the primary differences between the Elementary and Secondary School Emergency Relief (ESSER) Fund under the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020, and the ESSER II Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021, Public Law 116-260, enacted on December 27, 2020.

Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)
Authorizing Legislation	Section 18003 of Division B of the Coronavirus Aid, Relief, and Economic Security (CARES) Act	Section 313 of the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021
Period of Funds Availability	May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by State educational agencies (SEAs) and subrecipients through September 30, 2022.	Same as ESSER Fund (CARES Act): May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by SEAs and subrecipients through September 30, 2023.
SEA Deadline for Awarding Funds	SEA must award the funds within one year of receiving them, which will be April through June 2021, depending on an SEA's award date.	SEA must award the funds within one year of receiving them, which will be January 2022.
Definition of "Awarded"	For the 90 percent of funds for local educational agencies (LEAs), funds are generally considered "awarded" when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 18003(e) of the CARES Act), funds are "awarded" when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.	Same as ESSER Fund (CARES Act): For the 90 percent of funds for LEAs, funds are generally considered "awarded" when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 313(e) of the CRRSA Act), funds are "awarded" when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.
Uses of Funds	The CARES Act includes allowable uses of funds related to preventing, preparing for, and responding to COVID-19. Note that the "additional" LEA allowable uses of funds under the CRRSA Act already were permitted under the CARES Act.	Same as ESSER Fund (CARES Act): Note that the "additional" LEA allowable uses of funds under the CRRSA Act (addressing learning loss, preparing schools for reopening, and testing, repairing, and upgrading projects to improve air quality in school buildings) already are permitted under the CARES Act.
Equitable Services	An LEA that receives ESSER funds under the CARES Act (Section 18005) must provide equitable services to non-public school	The CRRSA Act includes a separate program of Emergency Assistance for Non-Public Schools for which eligible non-public

Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)
	students and teachers in the same manner as provided under section 1117 of Title I, Part A of the ESEA.	schools may apply to an SEA to receive services or assistance. Consequently, LEAs are not required to provide equitable services under ESSER II.
Maintenance of Effort (MOE)	Under the CARES Act, a State that receives ESSER funds must maintain support for elementary and secondary education and State support for higher education in each of fiscal years (FY) 2020 and 2021 at least at the level of such support that is the average of the support for elementary and secondary education and higher education provided in the three fiscal years preceding the date of enactment of the CARES Act (FYs 2017, 2018, 2019).	Under the CRRSA Act, a State that receives ESSER II funds must maintain support for elementary and secondary education and higher education in FY 2022 based on the proportional share of the State's support for elementary and secondary education and higher education relative to the State's overall spending averaged over FYs 2017, 2018, and 2019.
Reporting	Under the CARES Act, each SEA that receives ESSER funds must meet the reporting requirements of section 15011 of the CARES Act, which are satisfied through the Federal Funding Accountability and Transparency Act (FFATA) reporting, and other reporting as the Secretary may require (Annual Reporting).	Under the CRRSA Act, each SEA that receives ESSER II funds must meet the CARES Act reporting requirements that apply to ESSER funds and submit a report to the Secretary within six months of award that contains a detailed accounting of the use of ESSER II funds, that includes how the State is using funds to measure and address learning loss among students disproportionately affected by the coronavirus and school closures, including: low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.
Tracking of Funds	ESSER funds must be tracked separately from ESSER II funds.	ESSER II funds must be tracked separately from ESSER funds.



**PROSPECT HEIGHTS DISTRICT 23
BOARD OF EDUCATION
ACTION ITEM**

Date: February 23, 2021
Title: Honeywell Service Contract
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations
Brian Rominski, Director of Buildings & Grounds

BACKGROUND INFORMATION:

Honeywell's five (5) year service contract expires March 31, 2021. Previously, service contract quarterly payments were aligned with the District 23 fiscal year, but the service contract dates did not. This will be resolved with the execution of the new attached contract. The new contract covers the remainder of this fiscal year (April 1 - June 30) and then a standard 1 year contract from July 1, 2021 - June 30, 2022.

ADMINISTRATIVE CONSIDERATIONS:

As previously mentioned by the Building & Sites Committee, Honeywell has experienced service related difficulties since June of 2019, mostly because of high turnover of local staff. District administration and Honeywell executives have developed a road map for their success, and are pleased with their progress and fulfillment to date. Administration has asked Honeywell to provide a one year and four month service contract at this time, to align future contracts with the District fiscal year. The four month extension through June 30, 2021 and the associated cost of \$28,149.96 has already been budgeted for and encumbered in Infinite Visions out of the Operations and Maintenance fund. Both the 4 month extension and 1 year contract represent no increase in costs from the current contract amount.

RECOMMENDED ACTION:

That the Board of Education accept the proposal in the amount of \$28,149.96 (April 1, 2021 - June 30 2021) and \$112,872.00 (July 1 2021 - June 30th 2022) from Honeywell Building Solutions for building automation services.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: 2-18-21

Proposal Number: 911-21-1013 Agreement Number: 40099157

(HONEYWELL)

Honeywell Building Solutions
95 E. Algonquin Road
DesPlaines, IL 60017

(CUSTOMER)

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

Service Location Name: Eisenhower, MacArthur, Ross and Sullivan Schools & Administration Building
Service Location Address: Prospect Heights, IL 60070

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input checked="" type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input checked="" type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input checked="" type="checkbox"/> EBI Life Cycle/Honeywell Software Assurance/(HSA) | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Other/Special Provisions FORGE |
| <input type="checkbox"/> Advanced Support | <input checked="" type="checkbox"/> Honeywell Users Group |
| <input type="checkbox"/> Attune™ Advisory Services - Operations | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization |
| <input type="checkbox"/> Attune™ Advisory Services – Energy Awareness | <input type="checkbox"/> Attune™ Advisory Services – Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation | <input type="checkbox"/> Outcome Based Service—Dynamic Automation |
| <input type="checkbox"/> Outcome Based Service—Vision | <input type="checkbox"/> Cybersecurity Services |

Contract Term: 1 year 4 months from the Effective Date. Customer____ Honeywell____
(INITIALS)

Contract Effective Date: March 1, 2021. Anniversary date to be revised to July 1, 2021.

Price for March 1, 2021 to June 30, 2021: \$37,533.00

- Customer has paid through March 31, 2021 – Amount owed for 04/1/2021-06/30/2021 is \$28,149.96

Price for July 1, 2021 to June 30, 2022: \$112,872.00

Payment Terms: Quarterly in advance

- Sales Tax will be invoiced separately Use Tax is included in the Price This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) _____
Name: _____
Title: _____
Date: _____

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:

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

Customer's Name

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

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

Preferred Automation Maintenance Services

Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment: Front End

1	Dell Server		Buildings & Grounds Office
1	Computer Monitor		Buildings & Grounds Office
1	Dual Cobox		For Ross/Sullivan & MacArthur Fire Panels
1	Single Cobox		For Eisenhower Fire Panel

List of Covered Equipment: MacArthur School Building Automation System

Qty	Description	Model Number	Location
1	Plant Controller	Comfort Point Open – PC-6A	
71	Heat Pump Controllers	Comfort Point Open - CP-SPC	33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units
6	RTU Heat Pump Controllers	CP-SPC	6 – MacArthur – Water Furnace Units
1	Geothermal System Pump Controller	CP-SPC	1 – MacArthur
1	Lighting Controller	CP-SPC	1 – MacArthur School
1	Exhaust Fan Controller	CP-SPC	1 – MacArthur School
9	Transformers	5 – PSH100AB10 4 – TR100VA001	9 – MacArthur School
77	Room Temperature Sensors	TR22	33 – MacArthur – Bard Heat Pumps 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
77	Duct Temperature Sensors	C7041B2005	33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
71	CO2 Sensors	33 – Dwyer – CDT Series 38 – C7232A1016	33 – MacArthur – Bard Units 32 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
71	Damper Actuator	33 – M7411C 32 – MS7503A2030	33 – MacArthur – Bard Units 32 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
77	Occupancy Sensors		33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
1	Tower Lights Module, Base, Horn and LED	TWS-BC, TWS-BP1, TWS-A-G, TWS-LLS-G	MacArthur School – for Geothermal System Pump
2	Current Sensors	Veris - H608	MacArthur School – for Geothermal System Pump
1	Water Flow Switch		MacArthur School – for Geothermal System Pump
3	Relays	RIBU1C	MacArthur School – for Geothermal System Pump
1	Outside Air Sensor	C7041F2006	MacArthur School – for Geothermal System Pump
2	Temp Sensors (immersion)	C7041D2001	MacArthur School – for Geothermal System Pump
17	Electric T-Stat (wall)	T6051A1016	17 – MacArthur School – for unit heaters

List of Covered Equipment: Ross & Sullivan School Automation System

Qty	Description	Model Number	Location
2	Plant Controller	Comfort Point Open – PC-6A	1 – Sullivan 1 – Ross
67	Heat Pump Controllers (rooms)	Comfort Point Open - CP-SPC	16 – Sullivan – Bard Units 18 – Sullivan – Climate Master Units 18 – Ross – Bard Units 15 – Ross Climate Master Units
6	Heat Pump Controllers (corridors)	Comfort Point Open - CP-SPC	2 – Sullivan – Climate Master Units 4 – Ross - Climate Master Units
3	RTU Heat Pump Controllers	CP-SPC	1 – Ross Gym 1 – Sullivan Gym 1 – Ross/Sullivan Kitchen
1	Geothermal System Pump Controller	CP-SPC	1 –
5	Transformers	3 – PSH100AB10 2 – TR100VA001	5 – Ross and Sullivan
39	Room Temperature Sensors	TR22	20 – Sullivan – Climate Master Units 19 – Ross Climate Master Units
34	Combo Temperature and Humidity Sensors	TR23-H	16 – Sullivan – Bard Units 18 – Ross – Bard Units
73	Duct Temperature Sensors	C7041B2005	16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
34	Strap on Temperature Sensors for Hot Gas	THTSPC000	16 – Sullivan – Bard Units 18 – Ross – Bard Units
73	CO2 Sensors	73 – C7232A1016	16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
70	Damper Actuator	17 – MS8103A1030 9 – MS7503A2030 3 – MS7520A2007 41 – Other	16 – Sullivan – Bard Units 18 – Sullivan – Climate Master Unites 18 – Ross – Bard Units 15 – Ross – Climate Master Units 3 – RTU's
73	Occupancy Sensors		16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
1	Pressure Differential Switch	PWT100	Geothermal System Pump
18	Current Sensors	Veris - H608	Geothermal System Pump
1	Flow Meter	Onicon – F-1110	Geothermal System Pump
35	Relays	RIBU1C	Geothermal System Pump
34	Relays	RIBU1C	For De-Humidification Control
1	Outside Air Sensor	C7041F2006	
2	Temp Sensors (immersion)	C7041D2001	Geothermal System Pump
4	Temp Sensors (strap on)	C7041K2005	Geothermal System Pump
13	Electric T-Stat (wall)	T6051A1016	13 – Ross & Sullivan – for unit heaters
34	Current Sensors	H300	For 2020 De-Humidification Project

List of Covered Equipment: Eisenhower School Automation System

Qty	Description	Model Number	Location
1	Plant Controller	Comfort Point Open – PC-6A	1 – Eisenhower School

32	Heat Pump Controllers	Comfort Point Open - CP-SPC	16 – Eisenhower School – Bard Units 16 – Eisenhower School – Climate Master
1	Input/Output Module	CP Open – CPO-IO83OA	1 – Eisenhower School
4	Transformers	2 – PSH100AB10 2 – TR100VA001	4 – Eisenhower School
4	Room Temperature Sensors	TR22	4 – Eisenhower School
31	Combo Temperature and Humidity Sensors	TR23-H	16 – Eisenhower School – Bard Units 15 – Eisenhower School – Climate Master
32	Duct Temperature Sensors	C7041B2005 C7770A1006	32 – Eisenhower School
2	Strap on Temperature Sensors for Hot Gas	THTSPC000	2 – Eisenhower School
31	CO2 Sensors	32 – C7232A1016	13 – Eisenhower School – Climate Master 2 – Eisenhower School RTU – Climate Master 16 – Eisenhower School – Bard Units
32	Damper Actuator	16 – MS7505A2030 16 - Other	32 – Eisenhower School
9	Valves – Hot Water Coil	V5863A3028	9 – Eisenhower Hot Water Coils 8 – 1 st floor 1 – 2 nd floor
9	Valve Actuators – Hot Water Coil	M6410A3017	9 – Eisenhower Hot Water Coils 8 – 1 st floor 1 – 2 nd floor
30	Occupancy Sensors		30 – Eisenhower School
1	Duct Static Sensor	P7640B1032	Geothermal System Pump
5	Current Sensors	Veris - H608	Geothermal System Pump
9	Relays	RIBU1C RIBAN24C	Geothermal System Pump
38	Relays	RIBU1C	Relays for De-humidification control
1	Outside Air Sensor	C7041F2006	
2	Temp Sensors (immersion)	C7041D2001	Geothermal System Pump
9	Electric T-Stat (wall)	T6051A1016	9 – Eisenhower School – for unit heaters

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R600	License # 42771	Building and Grounds Office

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL’S computer data bank of maintenance experience and manufacturer’s specifications, according to HONEYWELL’S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components

may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.7 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Preferred Fire Alarm Maintenance Services

HONEYWELL will maintain the fire alarm system components and software listed below:

Qty	Description	Model Number	Location
4	XLS140 Intelligent Fire Alarm Panel	XLS140	1 – Eisenhower School 1 – Ross School 1 – Sullivan School/Admin. Building 1 – MacArthur School
4	Annunciator Panels		1 – Eisenhower School 1 – Ross School 1 – Sullivan School/Admin. Building 1 – MacArthur School
287	Smoke Detectors	TC806	2 – Administration Building (1 st Floor) 39 – Eisenhower School Various 12 – Eisenhower Rm. 208, 112A, 117, 120, 207, 209, 210 42 – Ross School Various 2 – Ross Rm. 100, Outside Rm. 202 6 – Ross Gym 67 – Sullivan School/Admin. Building 6 – Sullivan Gym 87 – MacArthur Various Locations 17 – MacArthur School 4 - MacArthur Little Theatre 9 - MacArthur Gym 1 - Computer Storage Rm. 110B 2 - Storage Rm. 132 7 – Various Schools
7	Duct Smoke Detectors		1 – Administration Building 4 – Eisenhower School 2 – Ross School
30	Heat Detectors		1 – Eisenhower School 5 – Ross School 5 – Sullivan School/Admin. Building 19 – MacArthur School
1	Explosion Proof Heat Detector		1 – Ross School
9	Water Flow		6 – Eisenhower School 3 – Sullivan School/Admin. Building
117	Pull Stations		2 – Administration Building (1 st Floor) 15 – Eisenhower School 15 – Ross School 13 – Sullivan School/Admin. Building 2 – Sullivan School Room 119, 121 39 – MacArthur School Various 10 – MacArthur School 1 - Front School Entry 2 - Cafeteria 1 - Cafeteria Hall 1 - Stage 135 1 - Band Rm. 305 1 - Orchestra Rm. 307 1 - Art Rm. 309 1 - Hall Exit Door near Rm. 311 1 - Home Ec Lab 315 21 – Various Schools
13	Relay/Signal Module	TC810	7 – Eisenhower School 1 – Ross School 4 – Sullivan School/Admin. Building 1 – MacArthur School

9	Control Modules	TC810N1013	3 – Administration & Sullivan School 2 – Ross School 2 – Eisenhower School 2 – MacArthur School
4	Control Modules	TC810N1013	4 – For Eisenhower Duct Smokes
20	Fire Door Holders		2 – Ross School 2 – Sullivan School/Admin. Building 6 – MacArthur Kitchen Area 10 – Various Schools
4	Sync Modules	MDL	1 – Administration & Sullivan School 1 – Ross School 1 – Eisenhower School 1 – MacArthur School
12	Booster Power Supply and batteries	HPF24S8	3 – Administration & Sullivan School 2 – Ross School 2 – Eisenhower School 5 – MacArthur School
1	Door Holder Power Supply	HP400ULX	1 – MacArthur School
103	Horn Strobes		17 – Eisenhower School 16 – Ross School 17 – Sullivan School/Admin. Building 41 – MacArthur School 12 – Various Schools
133	Strobes		31 – Eisenhower School 38 – Ross School 20 – Sullivan School/Admin. Building 34 – MacArthur School 10 – Various Schools
20	Horn/Strobes (see below for locations)	P2R	1 – Administration Building 5 – Sullivan School 14 – MacArthur School
75	Strobes (see below for locations)	SR	1 – Administration Building 22 – Sullivan School 2 – Ross School 12 – Eisenhower School 38 – MacArthur School

Horn/Strobe and Strobe Locations

20 – Horn/Strobes

- 1 – Sullivan School – Entry Area
- 5 – Administration Building
 - 1 – Board Room
 - 3 – 1st Floor Offices
 - 1 – Lower Level Sink Area
- 14 – MacArthur School
 - 3 – Court Yard
 - 2 – Cafeteria
 - 1 – Girl’s Locker Room 141
 - 1 – Boy’s Locker Room 157
 - 1 – Band Room 305
 - 1 – Art Room 309
 - 1 – Home Ec Lab 315
 - 1 – Room 512
 - 1 – Hall outside cafeteria
 - 1 – Room 601
 - 1 – Room 606

75 – Strobes

- 1 – Administration Building – Lower Level Office
- 22 – Sullivan School
 - 1 – Room 100
 - 1 – Room 102
 - 1 – Room 119
 - 1 – Room 130
 - 1 – Room 134
 - 1 – Room 102A
 - 1 – Room 104
 - 1 – Room 121
 - 1 – Room 132
 - 1 – Room 536

1 – Rest Room 137	1 – Room 138
1 – Room 145	1 – Room 146
1 – Room 147	1 – Room 148
1 – Room 149	1 – Room 150
1 – Room 151	1 – Room 152
1 – Room 153	1 – Room 154
2 – Ross School	
1 – Room 201	
1 – Room 203	
12 – Eisenhower School	
1 – Room 101	1 – Room 102
1 – Room 110	1 – Room 301
1 – Room 302	1 – Room 303
1 – Room 304	1 – Room 305
1 – Room 307	1 – Room 308
1 – Room 309	1 – Room 310
38 – MacArthur School	
1 – Room 103	1 – Room 104
1 – Rest Room 105	1 – Computer Lab Room 110 Storage Room
1 – P.E. Office Room 140	1 – P.E. Office Rest Room (Room 140)
1 – Girl’s Locker Room 141	1 – Boy’s Locker Room 157
1 – Room 200	1 – Room 201
1 – Room 202	1 – Room 204
1 – Room 206	1 – P.E. Office Rest Room (Room 301)
1 – P.E. Office Room 301	2 – Band Practice Rooms 305
2 – Orchestra Practice Rooms 307	
1 – Room 310	1 – Room 311
1 – Room 402	1 – Room 404
1 – Room 406	1 – Room 408
1 – Room 409	1 – Room 413
1 – Science Lab 503	1 – Room 506
1 – Room 507	1 – Room 508
1 – Room 509	1 – Room 510
1 – Room 511	2 – Small Restroom near room 512
1 – Room 602	1 – Room 605

1.2 Preventive Maintenance - Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

1.3 Testing - HONEYWELL will perform two test(s) per year per initiating device and, at CUSTOMER’S request, furnish a written report certifying that such have been completed. HONEYWELL will test the fire alarm system: in accordance with the schedule and tasks outlined in NFPA 72 (1999), Chapter 7 (National Fire Alarm Code) in the United States and in accordance with ULC-536-xx Standard For The Inspection And Testing Of Fire Alarm Systems in Canada, using the date of the contract execution or renewal as the starting date for determining when each test must be conducted except as described below:

- Customer will perform required testing of water flow devices, fire pump monitoring and valve tamper/supervisory devices.
- Customer will perform required visual inspections of smoke detectors, Honeywell will conduct only required functionality and sensitivity testing.

Customer will perform required testing of visual and audible notification appliances.

1.4 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components may also be repaired

or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly. On systems that require compliance with Underwriter Laboratory (UL) standards, only Underwriters Laboratory-approved products will be used for component replacement.

1.5 Software Support – HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER’S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.6 Emergency Service – Should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER’S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Preferred Security System Inspect Services

1.1 **Scope** - HONEYWELL will maintain security system hardware and software found in the List of Covered Equipment and Software below.

Eisenhower School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Boiler Room
1	Keypads	Ademco 6160	1 – Gym Store Room
1	Inside Sirens		1 – Lower Level Hall
7	Motion Detectors		1 – Hall Motion (rm. 104) 1 – Hall Motion (rm. 106) 1 – West Front Motion 1 – East Front Motion 1 – East Stairway Motion 1 – Gym Motion 1 – West Stairway Motion
2	Door Contacts		1 – West Gym Door 1 – East Gym Door
1	HVAC Trouble (input module)		
1	Wireless Receiver (for door release)		
2	Wireless Release Buttons		2 – Administration Area
2	Hardwire Panic Buttons		2 – Administration Area

Administration Building, Sullivan School and Betsy Ross School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Administration Building (Building/Grounds Office)
4	Keypads	Ademco 6160	1 – Administration Entry 1 – Sullivan North Entry, 2 – Ross Entry
4	Expander Modules	Ademco 4208U	2 – Ross 2 - Sullivan
3	Inside Sirens		1 – Ross 2 - Sullivan
18	Motion Detectors		1 – Administration – Business Managers Office 1 – Administration OFC 1 – North East Hall 1 – Outside IMC 1 – N.E. Hall 1 – North Office Hall 1 – South Office Hall 1 – East/West Hall 1 – 3 rd Grade South 1 – 3 rd Grade North 1 – Sullivan – near classroom 144 1 – Sullivan & Ross link 1 – Gym North Hall 1 – Gym West Hall 1 – Art Room 1 – Ross – near classroom 114 1 – Ross Center Hall 1 – Ross LRC 1 – Ross South Hall 1 – Ross West Hall

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10	Door Contacts		1 – Administration – Business Manager’s Office 1 – Maintenance Trap Door 1 – South Basement 2 – East/West Basement 1 – North School 1 – IMC 1 – Ross boiler room 1 – Ross LRC S.W. door 1 – Ross west exterior 2 – Ross Gym Storage Doors Rms. 002 & 003 – doors to outside
4	Window Contacts		2 – Administration – Business Managers Office 2 – Ross LRC SW
1	HVAC Trouble (input module)		
3	Wireless Receiver (for door release)		1 – Administration Building 1 – Ross School 1 – Sullivan School
6	Wireless Release Buttons		2 – Administration Building 2 – Ross School 2 – Sullivan School
6	Hardwire Panic Buttons		2 – Administration Area 2 – Ross School 2 – Sullivan School

MacArthur School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Boiler Room
2	Keypads	Ademco 6160	1 – Boiler Room 1 – Entry
1	Inside Siren		Outside Little Theater
20	Motion Detectors		1 – Hall Cafeteria 1 – Interior 1 – Hall Near Rm. 413 1 – Hall Near Rm. 500 1 – Hall at Rm. 409 1 – Hall at Rm. 310 1 – West LT Lobby 1 – Hall at Staff Room 1 – Marquette Rd 1 – Main Entrance 1 – Hall Near Gym & Library 1 – Main Office 1 – Asst. Principle Office 1 – Principle Office 1 – N.W. Hall 1 – Home Economics S. E. 1 – Home Economics S. W. 1 – Tech Lab East 1 – Tech Lab West 1 – Hall Near Room 409
11	Door Contacts (single)		1 – North Gym 1 – South Gym 1 – Boy’s Locker Room 1 – Band Room 1 – Girl’s Locker Room 1 – Over Head 1 – Valve Room 1 – Home Economic Room 1 – Tech Lab

			1 – Art Room 1 – Orchestra
4	Door Contacts (double)		1 – North East Side 1 – South Side 1 – N.W. Side 1 – S. W. Side
1	HVAC Trouble (input module)		
1	Wireless Receiver (for door release)		
2	Wireless Release Buttons		2 – Administration Area
2	Hardwire Panic Buttons		2 – Administration Area

List of Covered Equipment: Card Access System

Qty	Description	Model Number	Location
5	Card Access Controllers	Tema Line TS2-NE	2 – MacArthur School 1 – Sullivan School 1 – Ross School 1 – Eisenhower School
50	Card Access Door Modules	Tema Line Tk-S014	14 – MacArthur School 10 – Sullivan School 3 – Administration Building 14 – Ross School 9 – Eisenhower School
52	Card Access Readers		14 – MacArthur School 10 – Sullivan School 4 – Administration Building 14 – Ross School 10 – Eisenhower School
52	Door Locks	50 – Door Strikes 2 – Magnetic Locks	Same locations as card readers Magnetic Locks are located in Admin
2	Push to Exit Buttons		2 – Administration Building

List of Covered Equipment: DVM (Digital Video Management System)

Qty	Description	Model Number	Location
1	Database Server	Dell	1 – Sullivan IT Closet
4	Camera Servers	Dell Located in Sullivan IT Closet	1 – MacArthur School 1 – Sullivan School/Admin 1 – Ross School 1 – Eisenhower School
22	Interior Fixed IP Cameras	Axis P3354	5 – MacArthur School 3 – Sullivan School 1 – Administration Building 9 – Ross School 4 – Eisenhower School
3	Exterior Fixed IP Cameras	1 – Axis Q1755 2 – Axis P3364	1 – Sullivan School - Axis Q1755 1 – Administration Building 1 – Ross School

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
QTY	Software Product Number	Version	Product Description	Location
1	DVM	R600	License # 87850	Sullivan School – IT Closet

1.2 Preventive Maintenance - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL’S computer data bank of maintenance experience and manufacturer’s specifications, according to HONEYWELL’S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected security equipment.

1.3 Testing – HONEYWELL will perform one test(s) per year per initiating device and, at CUSTOMER’S request, furnish a written report certifying that such have been completed. These tests will take place during visit(s) throughout the year.

1.4 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.5 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER’S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.6 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER’S site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- X **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER’S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Honeywell User Group (HUG) / Training Service Contract

The Honeywell User Group (HUG) / Training Service Contract provides for one seat (attendee) at the Honeywell Users Group event (includes registration fee, training materials, etc.) and hotel and tax for up to 5 nights at the designated conference hotel (or alternate if less expensive). Hotel incidentals, additional meals, companion events, etc. are the customer’s responsibility. This event is typically held in Phoenix, Arizona in June. Airfare and / or other transportation to and from event are not included.

EBI Life-Cycle/Honeywell Software Assurance (HSA)

1.1 Scope

Honeywell will provide software and hardware enhancement and support for Customer’s Enterprise Building Integrator (EBI) system, which consists of Honeywell Security Manager, Honeywell Building Manager, Honeywell Life Safety Manager and Honeywell Digital Video Manager. The services are more specifically described below.

List of Covered Software

Drawing number(s) and date(s) (if applicable)				
Qty	Software License Number	Version	Product Description	Location
1	42771	EBI R600	Building Manager, Life Safety Manager, Security Manager, Vista Intrusion, 6500 Points	Buildings and Grounds Office
1	87850	DVM R600	25 Camera Licenses, Axis 264	Sullivan School IT Closet

(If software embedded in network hardware is to be covered, include it in the List of Covered Software.)

List of Covered Hardware

Quantity	Description	Model Number	Location
1	Dell Server for EBI		Buildings and Grounds Office

Customer to provide any computer or server equipment required for the DVM System.

1.2 Software Enhancement and Support

For software included in the List of Covered Software and originally installed by Honeywell, Honeywell will, on a scheduled basis, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (third-party software only after it has been qualified by Honeywell) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

For the same software, Honeywell will apply critical software updates as they become available (third-party software only after it has been qualified by Honeywell). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security.

Customer shall not install any software on systems covered by this addendum without Honeywell’s written approval. This addendum does not include any services on software installed by others, and Honeywell will not be liable for any damage to any such software installed without Honeywell’s written approval that results from these services.

1.3 Anti-Virus Software

Customer to provide and install anti-virus software. Customer responsible for maintaining and updating anti-virus software.

1.4 Quarterly Maintenance and System Evaluation

Honeywell will perform maintenance and system performance evaluation. Customers must allow Honeywell service personnel remote access of the EBI system and an approved remote access configuration must be provided as part of the EBI software installation.

Honeywell Forge Digitized Maintenance – Scope of Work

Honeywell will provide the following services enabled by Honeywell Forge Digitized Maintenance to Customer with respect to the building automation system hardware and software set forth in the List of Digitized Maintenance Covered Equipment below, to the extent expressly described in this Amendment to Building Service Contract and subject to the terms and conditions of the Agreement and this Amendment to Building Service Contract .

List of Building Locations:

The “Buildings” means the following buildings.

Building Name

Eisenhower School

MacArthur School

Sullivan School

Ross School

Administration Building

List of Digitized Maintenance Covered Equipment (the “DM Covered Equipment”):

Quantity	Description	Location
14	Hot Water Systems	3 – Eisenhower School 3 – MacArthur School 5 – Sullivan School 3 – Ross School
179	Heat Pumps	35 – Eisenhower School 71 – MacArthur School 36 – Sullivan School 37 – Ross School
12	Roof Top Units (RTU’s)	2 – Eisenhower School 6 – MacArthur School 3 – Ross School 1 – Administration Building
18	Mis Fans (i.e Exhaust Fans)	1 – Eisenhower School 11 – MacArthur School 3 – Sullivan School 3 – Ross School
13	VAV Boxes	13 – Administration Building

General

To support monitoring and diagnostics, Honeywell may install additional software on Customer's applicable building automation system(s) (the "BMS System"). Such software will remain the property of Honeywell or its nominated software licensor and shall be removed from the BMS System and returned to Honeywell at Honeywell's request.

Honeywell Forge Digitized Maintenance is designed to identify certain faults or anomalies in the DM Covered Equipment and certain other equipment. Once such faults or anomalies are identified, these are converted to service work orders and are dispatched to service technicians for further investigation of the root causes of the identified fault or anomaly. Such service work orders represent "Service Cases". Unless the work associated with such Service Cases is expressly included in Honeywell’s scope of work in the Agreement, Customer and Honeywell will agree upon Honeywell’s performance of such work and Customer will pay Honeywell an extra fee at Honeywell’s hourly rates set forth herein for such work. Honeywell shall have no obligation to address or respond to emergencies except to the extent expressly provided in the Agreement.

Analytics

Honeywell will establish a connection from the BMS System to Honeywell’s cloud and its related HVAC and energy analytics tools. These tools are intended to identify certain faults or anomalies in the operation of Customer’s applicable DM Covered Equipment and certain other equipment. Faults or anomalies may be raised as Service Cases.

Performance Dashboards and Reports

Summary KPI Dashboards

Honeywell will make available on the Honeywell Forge Portal summary key performance indicators (“KPI”) for the Buildings referred to in the List of Buildings. The KPIs are available in the following key categories:

- Comfort Performance
- Energy Performance (if there are electricity meters connected)
- Maintenance Performance

Service Report

Honeywell will periodically provide a service report that describes the status of works done and Service Cases initiated or received by Honeywell that are new, active or closed in that particular period. The reporting frequency may be monthly or such other periodic basis as determined by Honeywell.

Remote Support

Service Cases, whether raised as a result of analytics, scheduled maintenance activities or otherwise, may be addressed by Honeywell through the use of remote access software. This software is supplied by Honeywell and remains Honeywell’s property. Upon Honeywell’s request, Customer will enable such remote access for Honeywell through a secure Internet connection maintained by Customer and configured as requested by Honeywell.

Honeywell Forge Portal

Honeywell will provide a web URL to the Honeywell Forge Portal (the “**Portal**”) established by Honeywell for Customer. This Portal enables the Customer to view certain Honeywell Forge dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time.

The terms and conditions applicable to use of Honeywell Forge are set out in the below Honeywell Forge Service Terms, all of which are hereby incorporated into and made a part of this Amendment to Building Service Contract. In the event of a conflict between the Honeywell Forge Service Terms and any provision of this Amendment to Building Service Contract (without giving effect to the Honeywell Forge Service Terms), the Honeywell Forge Service Terms shall prevail.

HONEYWELL FORGE SERVICE TERMS

1. Agreement. The services that you have contracted from Honeywell (the “**Services**”) will be identified in a print or electronic document identified as “service contract”, “work scope document,” “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. “**HFSTs**” means these Honeywell Forge Service Terms (the “**HFSTs**”). Honeywell Forge is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the “**SaaS**”) and the HFSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.

2. Parties. “**Honeywell**”, “**we**”, “**us**” or “**our**” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “**You**” or “**your**” means collectively the other entities executing or assenting to the Order Form. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

3. Use Rights. Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). You, your employees and any party accessing the SaaS on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.

4. Acceptable Use. The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are or may violate the Agreement.

5. Support. We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

6. Data. You retain all ownership or other rights over data that you or persons acting on your behalf input, upload, transfer or make available in relation to, or which is collected from your devices or equipment by, the SaaS (“**Input Data**”). Honeywell and its Affiliates have the right to duplicate, analyze, transfer, modify and otherwise use Input Data to provide, improve or develop our offerings. You have sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit our use of Input Data. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including attorneys’ fees), arising out of claims by third parties related to our possession, processing or use of Input Data in accordance with the Agreement or you or Users’ infringement, misappropriation or violation of our or a third party’s IPR (except if caused by your authorized use of the SaaS). Unless agreed in writing, we do not archive Input Data for your future use.

7. IP. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.

8. Security. We will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

9. Privacy. Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as “personal data” or equivalent terms (“**Personal Data**”) may be processed in relation to the Agreement, including: (i) data subjects - employees of you and your customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or

equipment usage data. If the applicable laws of a jurisdiction recognize the roles of “controller” and “processor” as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the SaaS and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We have no liability arising from processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including attorneys’ fees), arising out of claims by third parties related to our possession, processing or use of Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this Clause (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area (“EEA”) in a way that is not in compliance with your or users documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and notify intended addition or replacement and you have 5 business days to object. If you object, we may terminate without penalty on written notice. We shall ensure personnel processing Personal Data of data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) you authorize us and our Affiliates to act as agent for the limited purpose of binding you as principal, in the capacity of “data exporter”, to a Honeywell inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission (“SCC”); and (z) the parties agree that the SCCs (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or more recent website) shall be deemed to have been signed by you or your Affiliates, in the capacity of “data exporter”, and by us or our Affiliates, in the capacity of “data importer”.

10. Warranty, Disclaimer. THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

11. Limitation. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDEING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

12. Miscellaneous. Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HFSTs take precedence of any other terms in the Agreement related to the SaaS. Sections 6 to 12 and those portions of the HFSTs that by their nature should survive, survive termination or expiration of the Agreement.

General Terms and Conditions

1. WORKING HOURS

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

2. TAXES

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

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

3. PROPRIETARY INFORMATION

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

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

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

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

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

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

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

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

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

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

7. INDEMNITY

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

8. LIMITATION OF LIABILITY

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

9. EXCUSABLE DELAYS

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

10. PATENT INDEMNITY

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

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

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

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

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

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

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

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

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, the services provided under this Agreement ("Input Data"). Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its affiliates and are their confidential information. This Section survives termination or expiration of this Agreement.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerant **68** otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment. Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

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

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

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

Minutes of District 23 Buildings & Sites Committee Meeting

The Board of Education Prospect Heights School District 23

A District 23 Buildings & Sites Committee Meeting of the Board of Education of Prospect Heights School District 23 was held Tuesday, February 2, 2021, beginning at 7:00 AM in the Grodsky Administration Building
700 N Schoenbeck Rd
Prospect Heights, IL 60070.

I. Call to Order

II. Discussion Items

A. Lost Time / Overtime Report 1/6-1/26

Attached is the lt/ot report from 1/6/21 to 1/26/21.

B. HVAC Retrofit Work - Summer 2021 Work

Summer 2021 project drawings were completed early January and presented to EMCOR and Honeywell for proposal submittal. The costs and proposals received were in line with costs for summer 2019 and 2020. Per the Capital Improvement Plan presented in January, the total budget estimate for HVAC 2021 at Ross & Sullivan was \$707,140.00. EMCOR's, Honeywell's, and eCube 2021 proposals total \$593,000.00, well within anticipated budget estimates.

1. EMCOR HVAC Retrofit Proposal

EMCOR has submitted the attached proposal for the Summer 2021 HVAC Retrofit Work in the amount of \$421,000.00. This cost includes a \$15,000 allowance. Brian has reviewed the proposal and scope of work with EMCOR. The costs (sub contractors, materials, labor, etc.) included in the proposal are comparable and in line with similar costs from 2019 and 2020 work. We recommend approving EMCOR's proposal at the February Board meeting.

2. Honeywell HVAC Retrofit Proposal

Honeywell has submitted the attached proposal for the Summer 2021 HVAC Retrofit Work in the amount of \$148,000.00. This cost includes a \$10,000 allowance. Brian has reviewed the proposal and scope of work with Honeywell. The costs (sub contractors, materials, labor, etc.) included in the proposal are comparable and in line with similar costs from 2019 and 2020 work. We recommend approving Honeywell's proposal at the February Board meeting.

3. eCube HVAC Retrofit Commissioning Proposal

eCube's proposal for commissioning agent services for Summer 2021 HVAC Retrofit work is attached. The proposal is NTE \$24,000 and is consistent with previous year's costs. This proposal will be presented for Board approval at the February Board meeting.

C. IKE Parking Lot Sealcoating Work - Summer 2021 Work

A sealcoating RFP was created and solicited to 5 contractors. We received 2 competitive proposals back from Maul Asphalt (\$10,654.00) and Hastings Asphalt (\$10,726.38). Maul

provided the lowest proposal and has successfully completed projects for the District the last 3 years.

1. Maul Asphalt Sealcoating Proposal

Maul provided the lowest proposal in the amount of \$10,6540.00. This proposal will be presented at the February Board meeting for approval.

D. Building Rental Discussions - Renewal of Polish Schools, 214

The following list represents our five largest community partnership groups and their current contract expiration dates:

Sobieksi School (Saturdays @ MAC, 8/31/20)

Rutkiewicz School (Fridays & Saturdays @ Ross/Sull, 8/31/20)

DAY Group (Sundays @ MAC, 9/16/20)

WildStang Robotics (M-Sa @ MAC, 6/30/21)

Also WildStang is planning on using MacArthur on starting on Saturdays this April. Historically they have not been charged for any weekend use. However due to no groups/custodians on site on Saturdays at this time, we are proposing to recover the OT wages that we would incur to provide custodial coverage. Also, due to COVID mitigation, there is a higher level of care needed while WildStang is onsite and more thorough cleaning and disinfection needs of used areas. The attached invoice is what we are proposing to charge WildStang for Saturday use. The proposed cost is \$345.68 per use, which covers 8 hours of labor (8:30AM-4:30PM)

E. Furniture Updates

As the Business Office reviews the budget in comparison to the actuals on an ongoing basis, the "go ahead" has been given to utilize the non-discretionary BOE allocation for furniture purchases. Amy is working with the buildings to identify remaining budgetary funds in order to place purchase orders by the end of March.

F. Overview of Building Intercom Systems

R&D - The attached presentation provides an over view of the Districts building intercom systems, initial replacement plans, and improvements benefits after replacement. BSR to review.

G. Honeywell Service Contract Renewal Strategy

Honeywell's current service contract (5 year contract) expires, Feb 28, 2021. Honeywell's contract covers security and burglar alarms, security cameras, door access control, fire alarm systems, and HVAC building automation systems. Honeywell has had significant service related difficulties since June 2020. Brian has initiated many conversations/meetings since July with Honeywell management to remedy the service issues. Honeywell has presented a roadmap for success with District 23, and service has been slowly improving. Administration is pursuing a 1 year service contract. Should Honeywell successfully fulfill it's service roadmap, Administration would then recommend entering into another long term contract which typically is 5 years in length.

III. Old Business

A. Approval of Minutes - Buildings & Sites Committee Meeting of January 5, 2021

The Buildings and Sites Committee recommends approval of the minutes from the January 5, 2021 meeting as written.

Approve minutes. This motion, made by Jim Bednar and seconded by Pat Chester, Passed.
Donald Angelaccio: Yea, Jim Bednar: Yea, Pat Chester: Yea, Amy McPartlin: Yea, Brian
Rominski: Yea, Amy Zaher: Yea

IV. New Business

Planning for ESSERs Discussion in the Spring.

V. Adjournment

I move to adjourn. This motion, made by Jim Bednar and seconded by Pat Chester, Passed.
Donald Angelaccio: Yea, Jim Bednar: Yea, Pat Chester: Yea, Amy McPartlin: Yea, Brian
Rominski: Yea, Amy Zaher: Yea