



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
FACILITIES COMMITTEE MEETING AGENDA
TUESDAY, NOVEMBER 15, 2022 AT **6:00 PM**

BOARD OF EDUCATION
Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION
Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Agenda of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, to be held in the Marvin Garlich Administration Building
6950 N. East Prairie Road
Lincolnwood, Illinois 60712,
on Tuesday, November 15, 2022.*

IN-PERSON PARTICIPATION: It is expected that all members of the Facilities Committee, plus several administrators, will be physically present at the Marvin Garlich Administration Building located at 6950 N. East Prairie Road, Lincolnwood, IL. The public is welcome.

1. CALL TO ORDER/ROLL CALL

FACILITIES COMMITTEE MEMBERS

John P. Vranas (BOE), Chair
Elaina Geraghty (BOE), Co-Chair
Rupal Shah Mandal (BOE)
Wendy Grano, Community Member
Emily McCall, Community Member
Zade Tagani, Community Member

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jim Caldwell, Director of Buildings and Grounds

2. AUDIENCE TO VISITORS

3. APPROVAL OF MINUTES

- a. Facilities Committee Meeting Minutes - **OCTOBER 18, 2022**

3

Motion by member: _____ Seconded by: _____

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

- a. INFORMATION/DISCUSSION/ACTION: StudioGC architecture+interiors Project(s) Update

6

I. Action Fence

II. Thanksgiving Break Work Scheduled

1. The power exhaust installation for the Roof Top Unit at Todd Hall
2. Todd Hall and Rutledge Hall Cafeteria Tables/Benches

3.	Lincoln Hall Room 205/STEM Sound Dampening Project	
4.	Lincoln Hall's VFD installation	
III.	Continuing Discussions Related to Summer 2023 Construction Projects	
1.	Flooring Designs for Rutledge Hall's Gym and Multi-Purpose Room (attachment)	7
2.	Todd Hall's Nurse Office Toilet Room (attachment)	11
IV.	Initial Discussion Related to the Summer 2023 Rutledge Hall Library Renovation (attachment)	12
1.	Option 1: Keep the existing classroom	
2.	Option 2: Demolish the existing classroom	
3.	Aesthetics/Finishes	
b.	<u>INFORMATION/DISCUSSION/ACTION:</u> Pre-K Playground Gazebo	<u>28</u>
5.	OLD BUSINESS	
6.	NEW BUSINESS	
a.	<u>INFORMATION/DISCUSSION/ACTION:</u> Annual Renewal of Building Automated Systems (BAS) Maintenance and Support	<u>32</u>
b.	<u>INFORMATION/DISCUSSION/ACTION:</u> Tennant Sales & Service Company's Planned Maintenance Program/ <i>Pay as You Go</i> Agreement	<u>55</u>
7.	<u>INFORMATION/DISCUSSION:</u> District Facilities Update	<u>62</u>
a.	Window Treatment Vendor	
b.	IPRF/2023 Safety Grant	
c.	AHEPA Bone Marrow Registry's Basketball Tournament Fundraiser / Dr. John Venetos	
d.	KidzToPros Facilities Request	
e.	District John Deere Tractor Replacement	
8.	ADJOURNMENT	
	Motion by member: _____ Seconded by: _____	

Dr. David L. Russo, Superintendent of Schools

Lincolnwood School District 74 is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or facility, are requested to contact the District Office at 847-675-8234 promptly to allow Lincolnwood School District 74 to make reasonable accommodations for those persons.



LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Facilities Committee Meeting minutes
Tuesday, October 18, 2022 at **6:00 PM**

BOARD OF EDUCATION

Kevin Daly, *President*
Rupal Shah Mandal, *Vice President*
John P. Vranas, *Secretary*
Myra A. Foutris
Elaina Geraghty
Jay Oleniczak
Peter D. Theodore

ADMINISTRATION

Dr. David L. Russo, *Superintendent of Schools*
Dr. Dominick M. Lupo, *Assistant Superintendent for Curriculum and Instruction*
Courtney Whited, *Business Manager/CSBO*

*Minutes of the Facilities Committee Meeting of the Board of Education of Lincolnwood School District 74,
Cook County, Illinois, was held in the Marvin Garlich Administration Building
6950 N. East Prairie Road, Lincolnwood, Illinois 60712, on Tuesday, October 18, 2022.*

1. CALL TO ORDER/ROLL CALL

Co-Chair Geraghty called the Facilities Committee meeting to order at 6:05 p.m. Roll call was taken and a quorum was not present. No formal recommendations would be taken, but members continued with their discussion.

FACILITIES COMMITTEE MEMBERS

Elaina Geraghty (BOE), Co-Chair
Rupal Shah Mandal (BOE)
Emily McCall, Community Member

FACILITIES COMMITTEE MEMBERS NOT PRESENT

Wendy Grano, Community Member
Zade Tagani, Community Member
John P. Vranas (BOE) Chair

ADMINISTRATORS/STAFF

Dr. David L. Russo, Superintendent of Schools
Dr. Dominick M. Lupo, Assistant Superintendent for Curriculum and Instruction
Courtney Whited, Business Manager/CSBO
Jim Caldwell, Director of Buildings and Grounds (arrived at 6:08pm)

OTHERS PRESENT

Athi Toufexis, StudioGC

In Chair Vranas' absence, Co-chair Geraghty was named Chair Pro-tem and Member Shah Mandal was named Co-chair Pro-tem

2. AUDIENCE TO VISITORS

None

3. APPROVAL OF MINUTES

a. Facilities Committee Meeting Minutes - **SEPTEMBER 20, 2022**

The Committee members in attendance stated their support for the September 20, 2022 Facilities Committee meeting minutes.

4. DISTRICT ARCHITECT OF RECORD - STUDIOGC architecture+interiors

a. StudioGC architecture+interiors Project(s) Update

I. General Work/FH Paschen

The Variable Frequency Drives (VFDs) are expected to be delivered October 19th.

II. Todd Hall Gutter Repair/FH Paschen

The gutter repair at Todd Hall is anticipated to be completed by the end of October.

III. Todd Hall Fence Work

The Todd Hall fencing should be completed next month.

IV. Cafeteria Tables in Todd Hall and Rutledge Hall/Lowery McDonnell

The cafeteria tables are on schedule to be installed during Thanksgiving break.

V. Rutledge Hall Elevator Modernization/TKE

The Rutledge Hall elevator modernization is scheduled for Winter break and the District will watch for any updates that would change the date.

VI. Lincoln Hall Room 205/STEM Sound Dampening Project/FH Paschen

The quote for the Lincoln Hall Room 205/STEM Sound Dampening Project came in at \$16,202 which will be charged to the \$25,000 contingency that the District has with F.H. Paschen from the summer 2022 general work. The project is scheduled to be completed during Thanksgiving Break.

VII. Pre-K Playground Summer 2023

The Committee members in attendance discussed gazebo options presented by Studio GC; but could not form consensus on one model. The Administration presented an alternative which the Committee members in attendance preferred. The Committee members in attendance would like StudioGC to present a proposal for Bungo House (Preschool) Nature of Early Play by Play Mart.

VIII. Mechanical, Plumbing and Flooring Projects for Summer 2023

Bathrooms:

The Committee members in attendance stated their support for postponing the PreK and Kindergarten bathrooms upgrade to combine with a larger room renovation project in the future. The Committee members in attendance stated their support to move forward with the four (two female, two male) Todd Hall common bathrooms. The Committee members in attendance stated their support for updates that include bathroom finishes to match Lincoln Hall, drop ceilings, a sink configuration that would include one high level sink with all others at a lower level and prepare the bid with an alternate for plastic stall dividers. The Committee members in attendance stated their support for making the necessary renovations to make the Todd Hall nurse's bathroom ADA compliant with the same specifications as above.

Rutledge Hall Flooring:

The Committee members in attendance stated their support for Gerflor: Sport Foam Back in for the Gym Flooring, Nora: Rubber - 3mm for the Multipurpose Room flooring and Tarkett: LVT 20 mm for the Stage. The Committee members in attendance stated their support for reviewing a proposal that included District Jaguar logo and branding.

5. OLD BUSINESS

None

6. NEW BUSINESS

a. Dead Honey Locust Tree Removal

The Facilities Committee members in attendance stated their support of the Administrative recommendation for Board approval to accept the Agreement from Progressive Tree Service for the removal of one dead honey locust tree in the amount of \$1,740 to occur before the winter season begins.

b. Free Sanitary Product Dispensers

The Facilities Committee members in attendance stated their support for the District purchase option A, Dual No. 1 dispensers, for Rutledge Hall and Lincoln Hall.

c. School Maintenance Project Grant FY2023

The Facilities Committee members in attendance stated their support of the Administrative recommendation for Board approval to approve the District Certification form and Taxpayer Identification form in order to complete the School Maintenance Project \$50,000 Grant process before the November 18, 2022 deadline.

7. District Facilities Update

a. Rutledge Hall Landscaping

The Facilities Committee members in attendance stated their support for the removal of bushes in front of and alongside Rutledge Hall.

8. ADJOURNMENT

The members in attendance stated their support to adjourn the Facilities Committee meeting at 7:44 p.m.

The next Facilities Committee meeting will be held Tuesday, November 15, 2022 at 6:00 p.m. The public is welcome.

Elaina Geraghty, Co-chair Pro-tem

Rupal Shah Mandal, Co-chair Pro-tem



Facilities Committee Meeting

DATE: November 15, 2022

TOPIC: District Architect of Record - StudioGC architecture+interiors Project(s) Update

PREPARED BY: Courtney Whited, Business Manager/CSBO with

Athi Toufexis, Principal, StudioGC architecture+interiors

Recommended for:

- Action
- Discussion
- Information

Purpose:

To provide the Facilities Committee an update on StudioGC architecture+interiors District Projects:

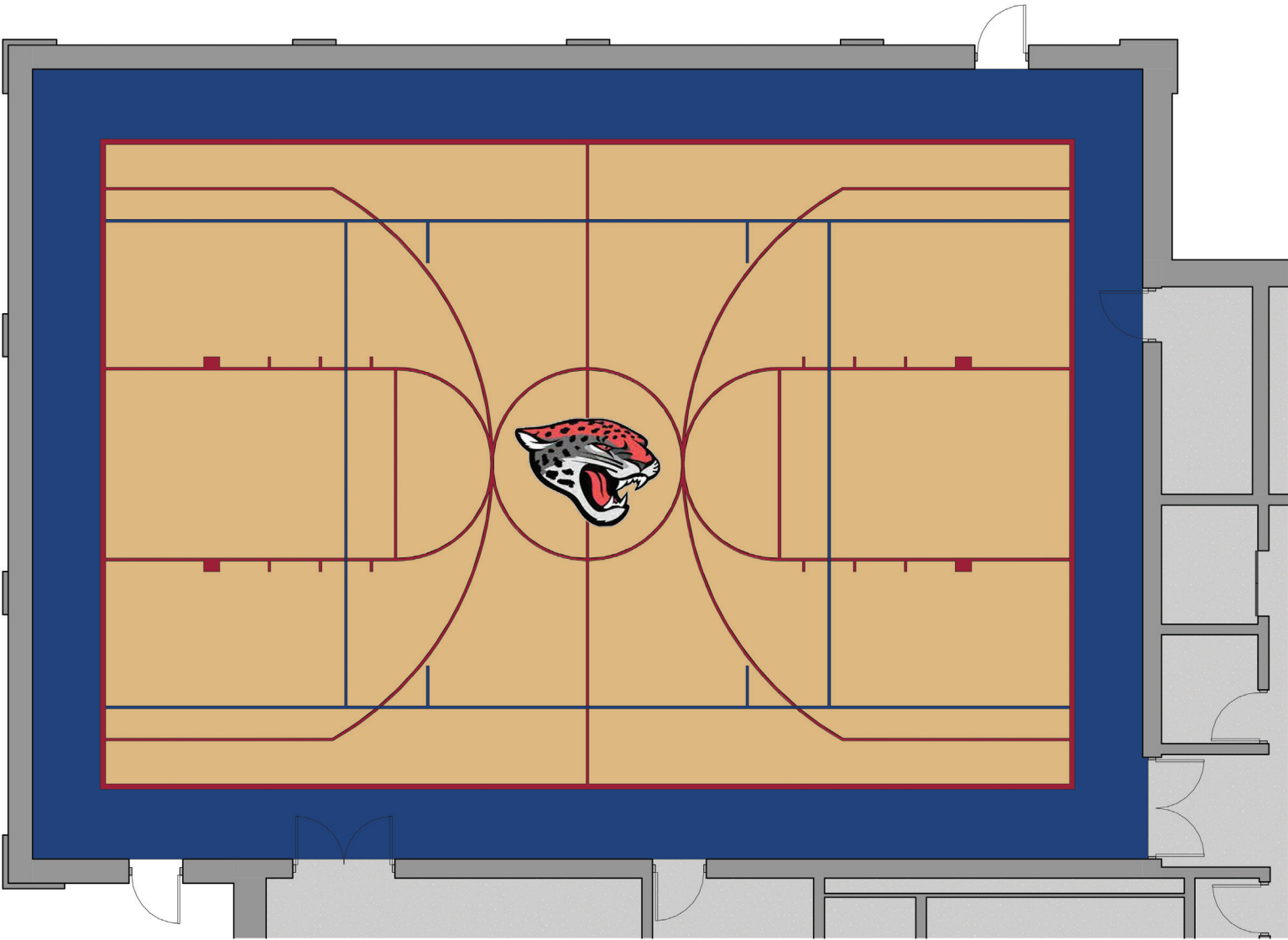
1. On Tuesday, November 8, Action Fence began installing the fence segments between the bollards in front of Todd Hall. The remainder of the fence line will take place when students are off campus, likely on Saturdays.
2. Thanksgiving Break Work Scheduled
 - a) The power exhaust installation for the Roof Top Unit at Todd Hall
 - b) Todd Hall and Rutledge Hall Cafeteria Tables/Benches
 - c) Lincoln Hall Room 205/STEM Sound Dampening Project
 - d) Lincoln Hall's VFD installation
3. Continuing Discussions Related to Summer 2023 Construction Projects
 - a) Flooring Designs for Rutledge Hall's Gym and Multi-Purpose Room (attachment)
 - b) Todd Hall's Nurse Office Toilet Room (attachment)
4. Initial Discussion Related to the Summer 2023 Rutledge Hall Library Renovation (attachment)
 - a) Option 1: Keep the existing classroom
 - b) Option 2: Demolish the existing classroom
 - c) Aesthetics/Finishes



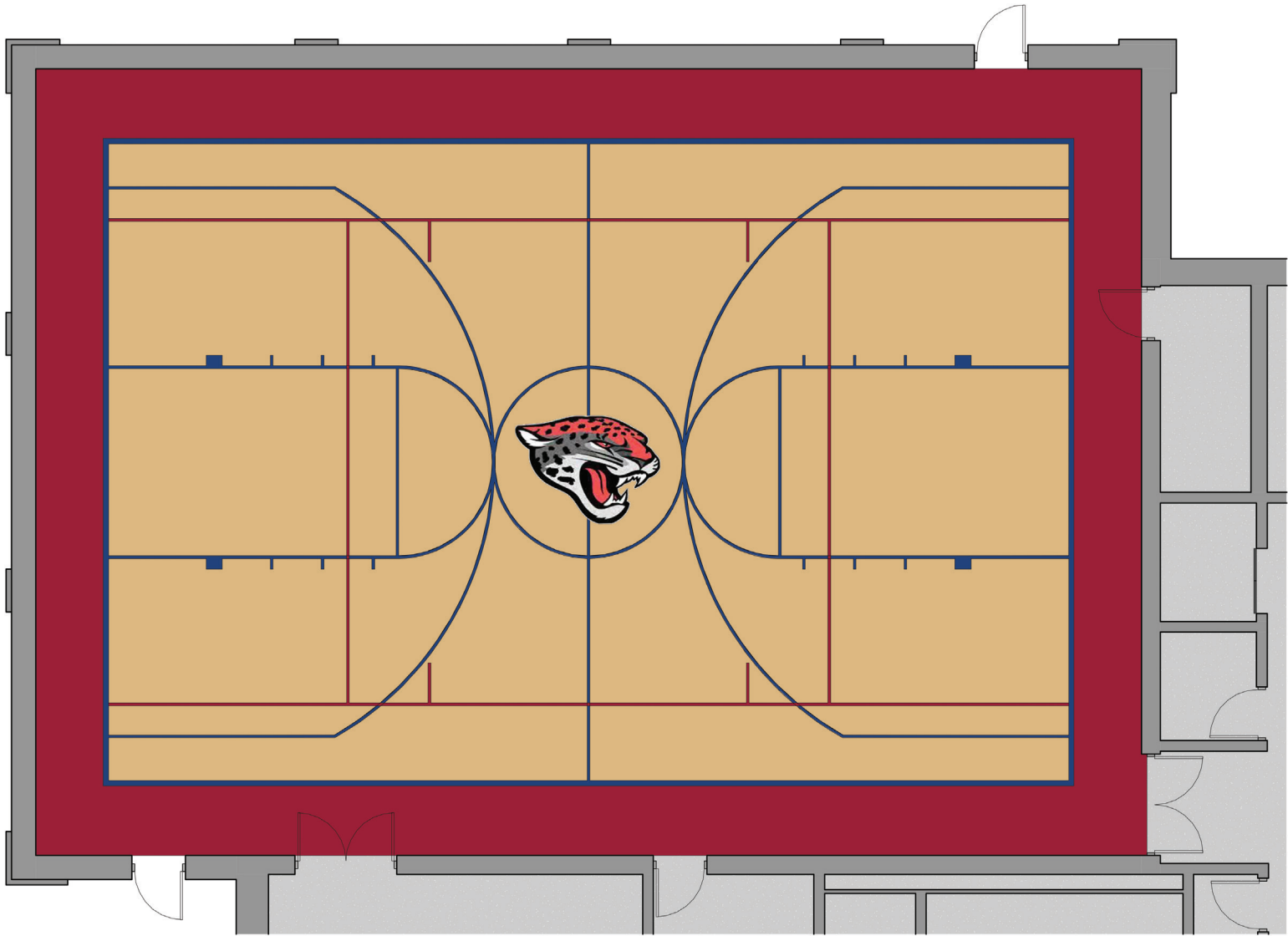
SCHEMATIC DESIGN: GYM + MPR

November 15th, 2022

GYM FLOOR PLAN - OPTIONS

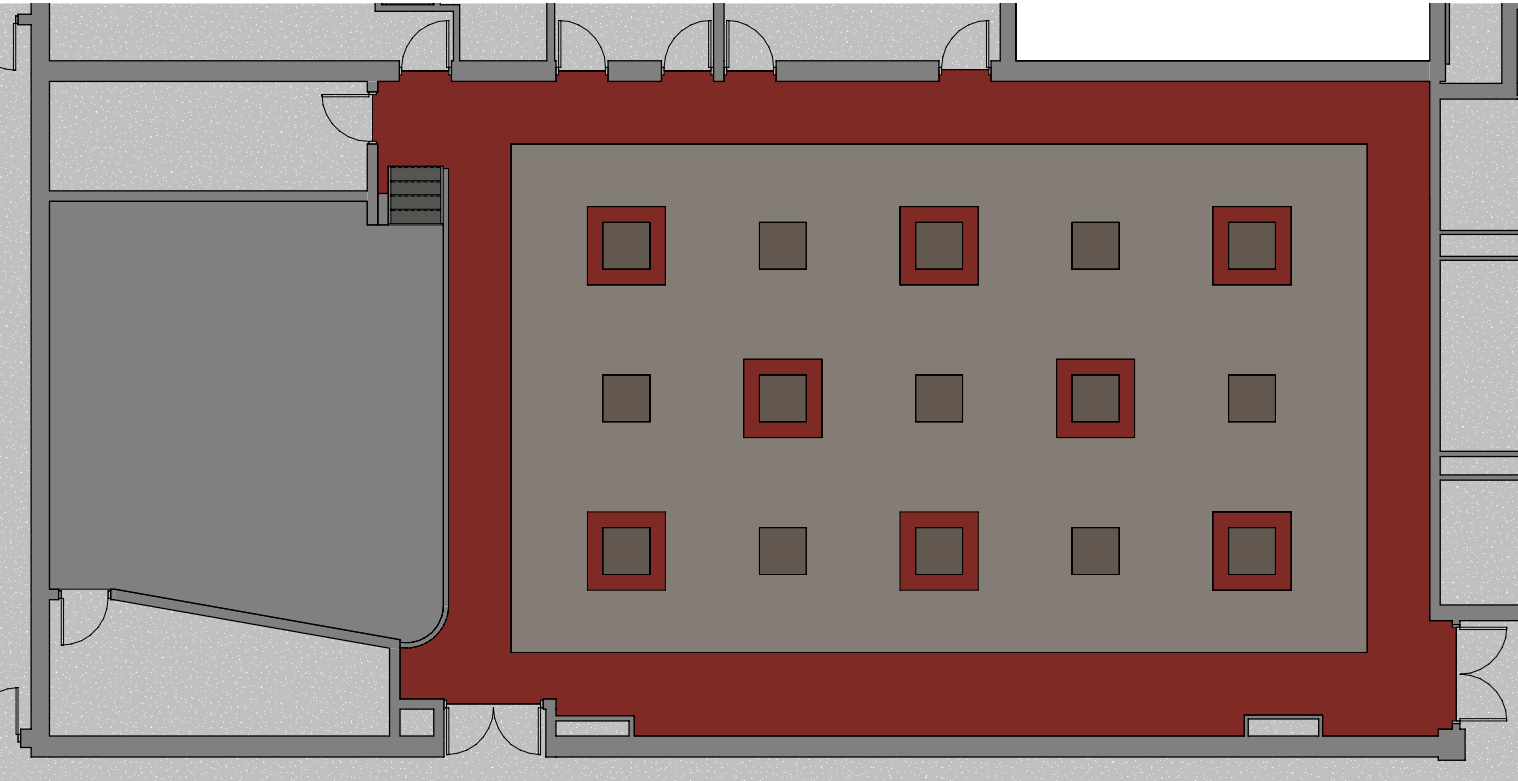


OPTION ONE - BLUE BORDER + PAINT LINES

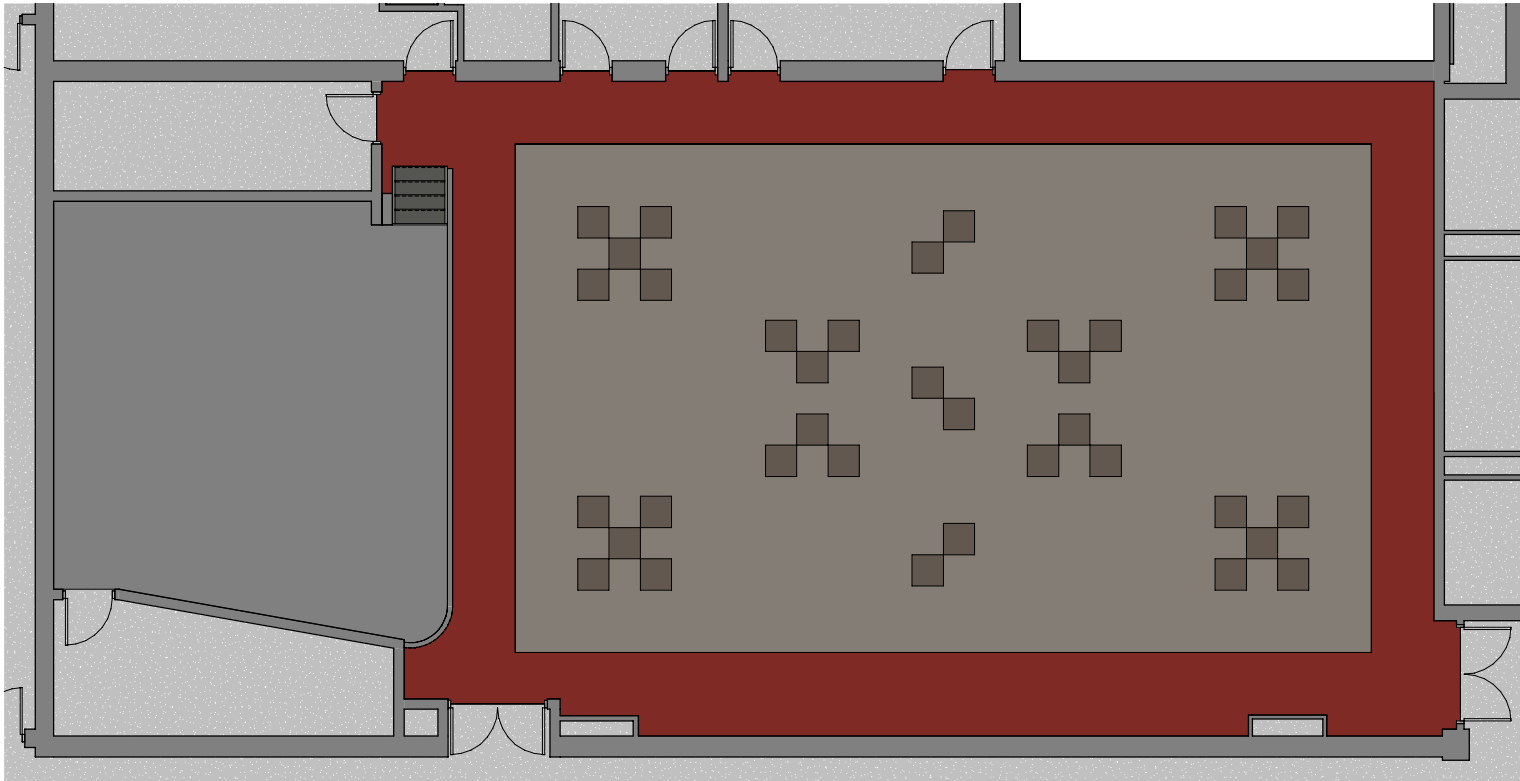


OPTION TWO - RED BORDER + PAINT LINES

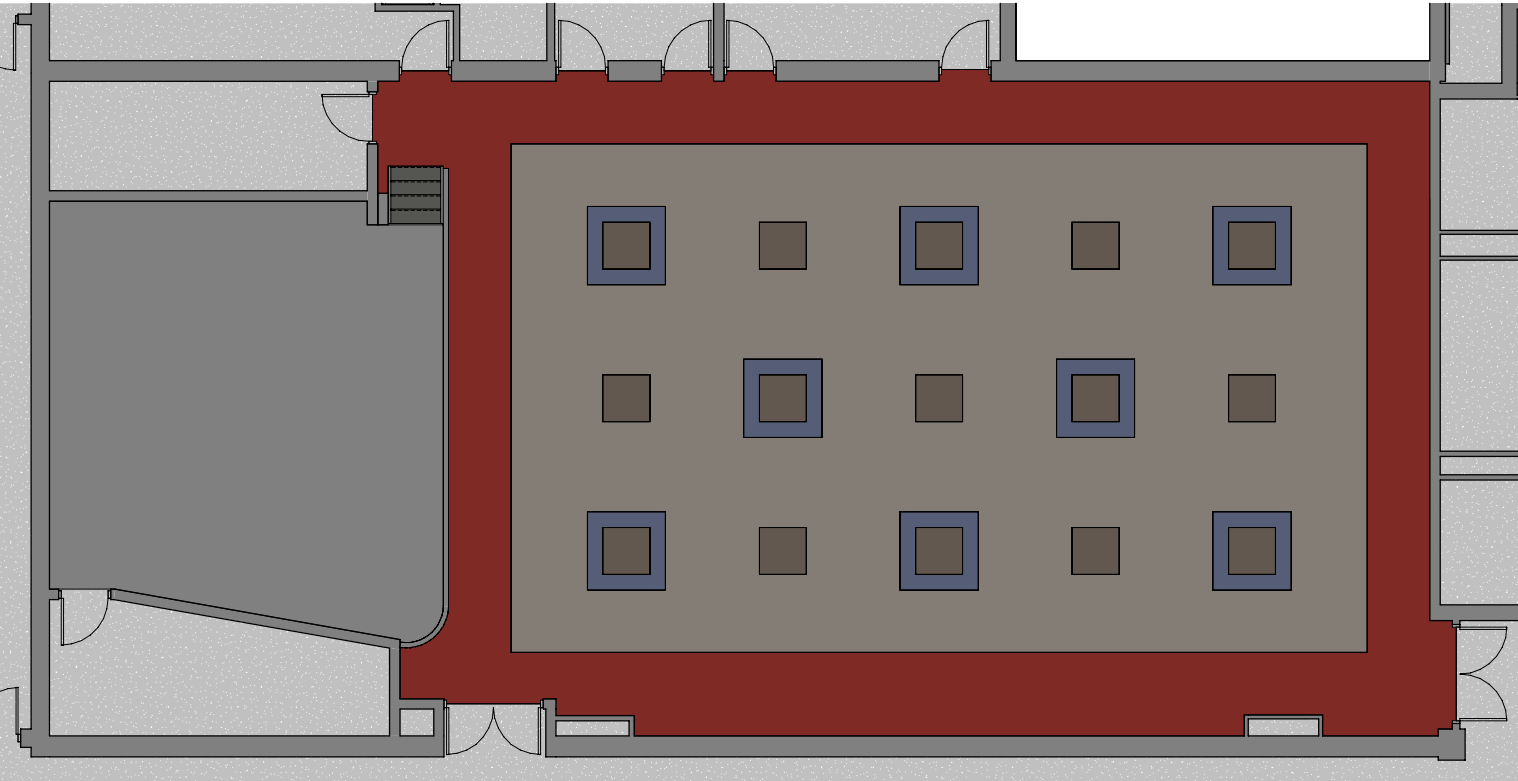
MPR FLOOR PLAN - OPTIONS



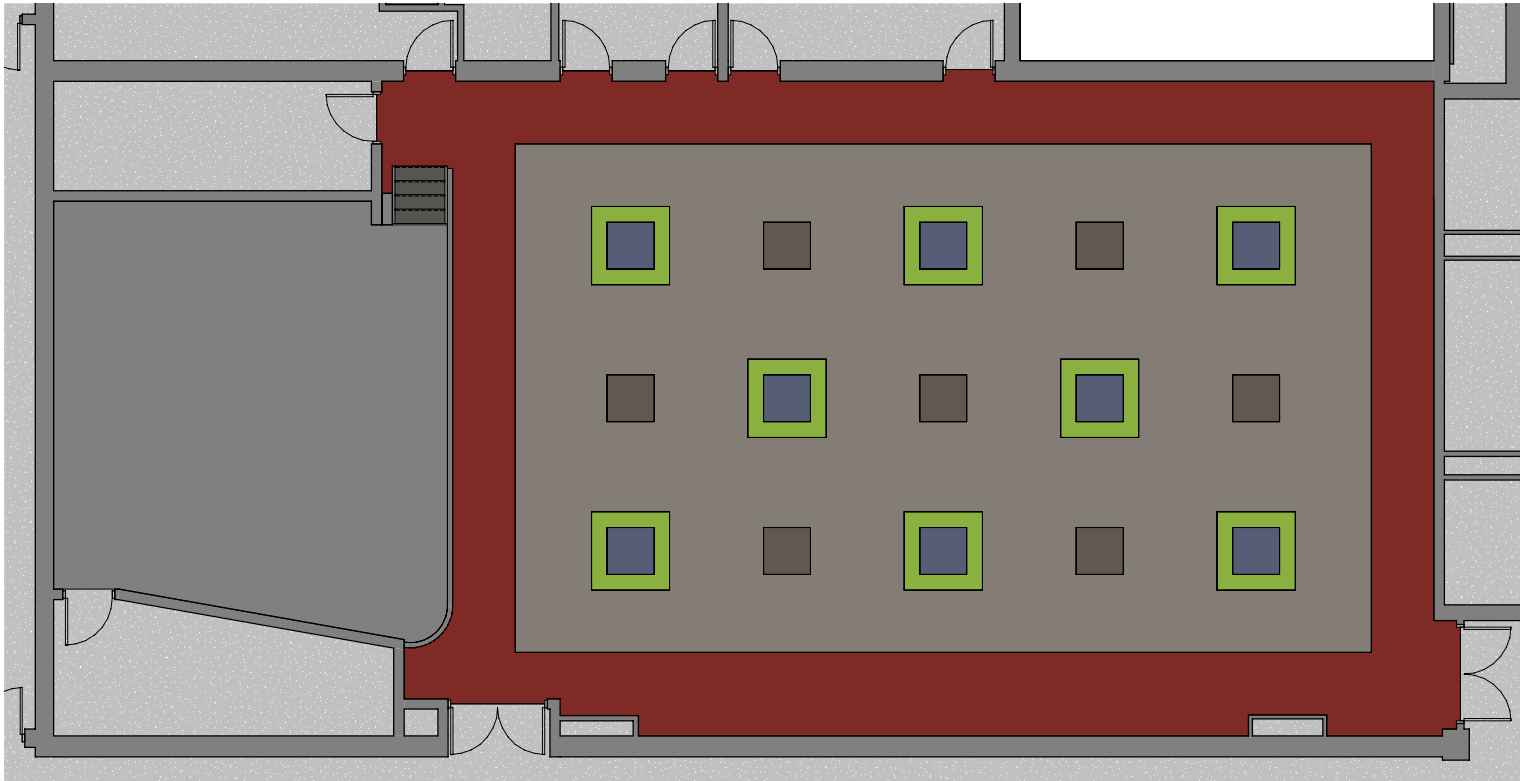
OPTION ONE



OPTION TWO

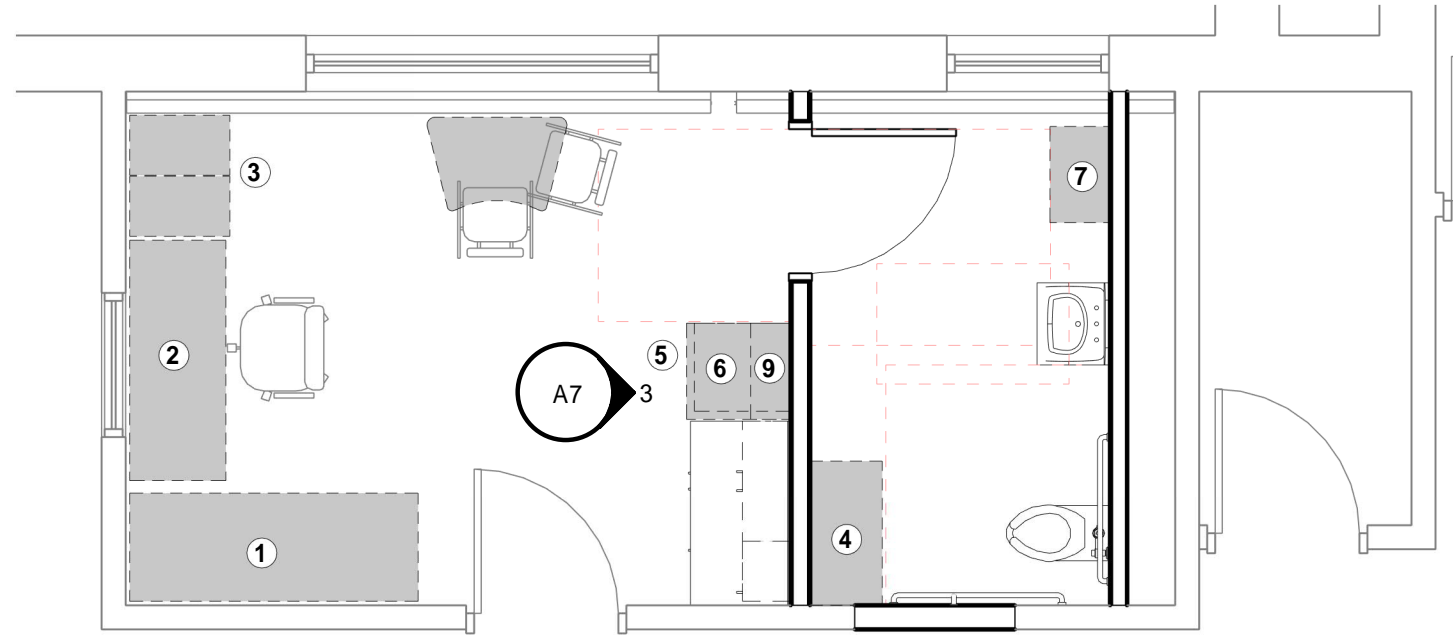
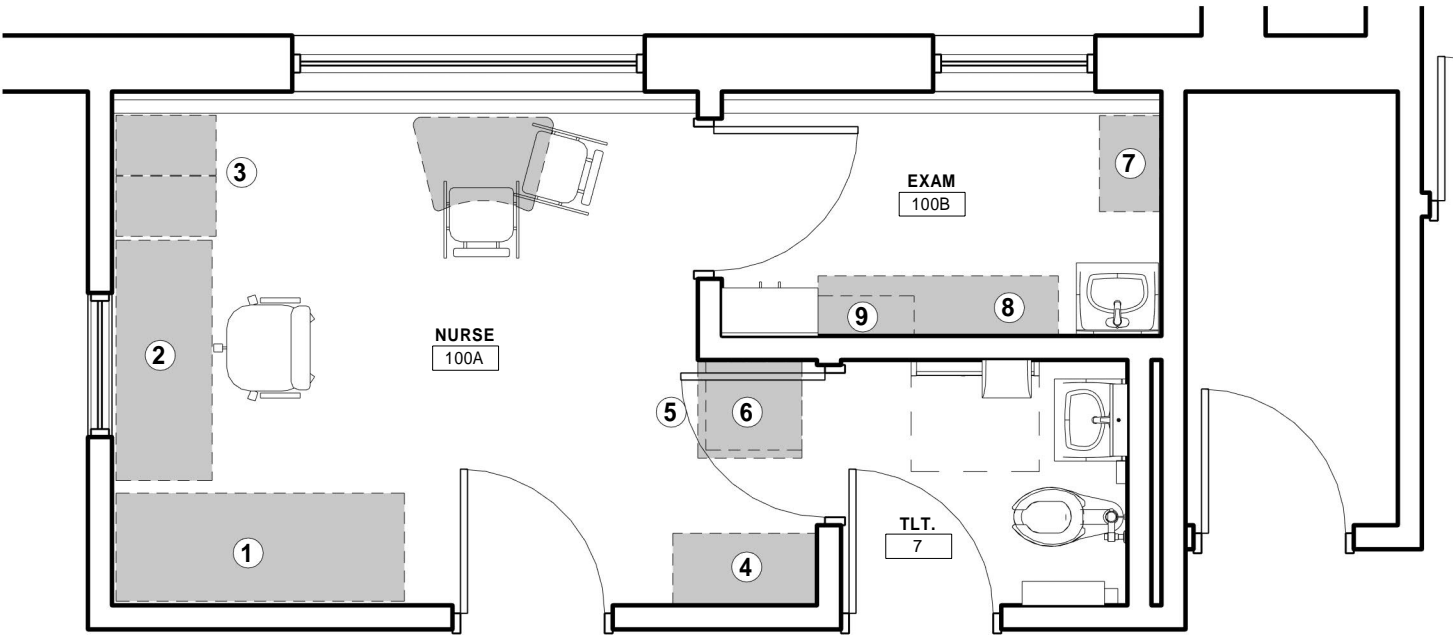


OPTION THREE



OPTION FOUR

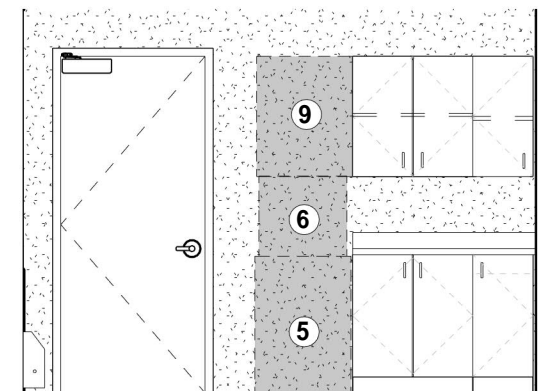
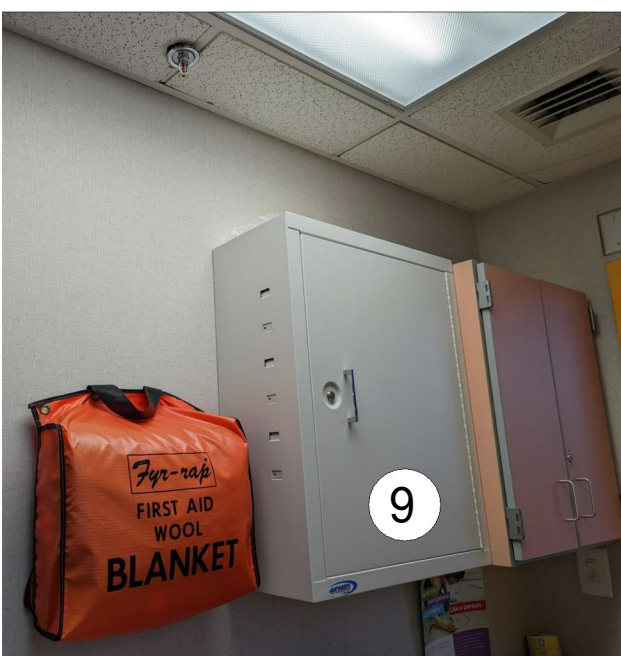
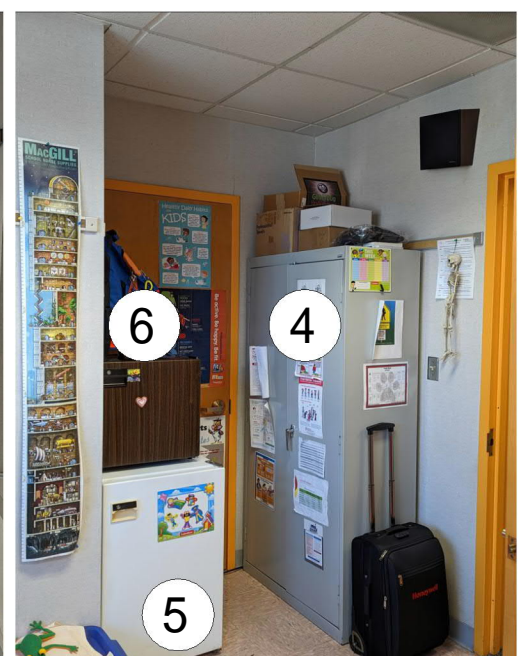
THANK YOU!



1 Existing Floor Plan - Nurse & Toilet
1/4" = 1'-0"

2 Proposed Floor Plan - Nurse & Toilet
1/4" = 1'-0"

NEW LAYOUT:
 + gains an accessible toilet layout
 - removes door from office corridor
 - loss of exam table work area and hand sink (item 8)
 + gain additional storage (wall cabinets and counter)
 + some existing storage (items 4 & 7) relocated into toilet room



REFERENCE PHOTOS

3 NURSE - NEW ELEVATION
1/4" = 1'-0"

11.15.22 **NURSE TOILET ROOM - PROPOSED SCOPE**
 Lincolnwood SD 74
 2023 TH RH LH General Work
 6950 E Prairie Rd., Lincolnwood, IL 60712

22066

A7

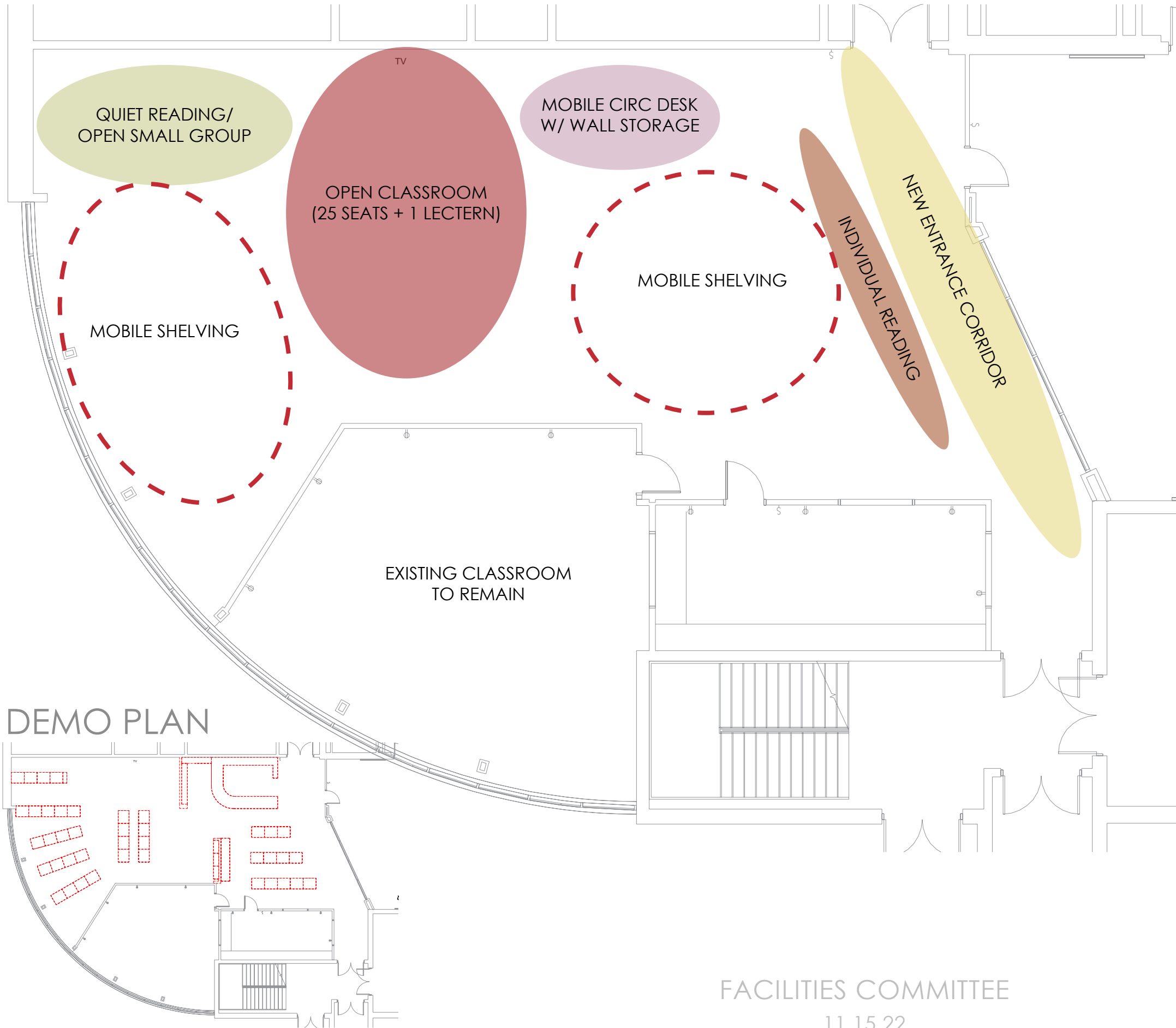




SCHEMATIC DESIGN: LRC

November 15th, 2022

OPTION ONE: CONCEPT DIAGRAM - JAGUAR DEN (W/ EXISTING CLASSROOM)

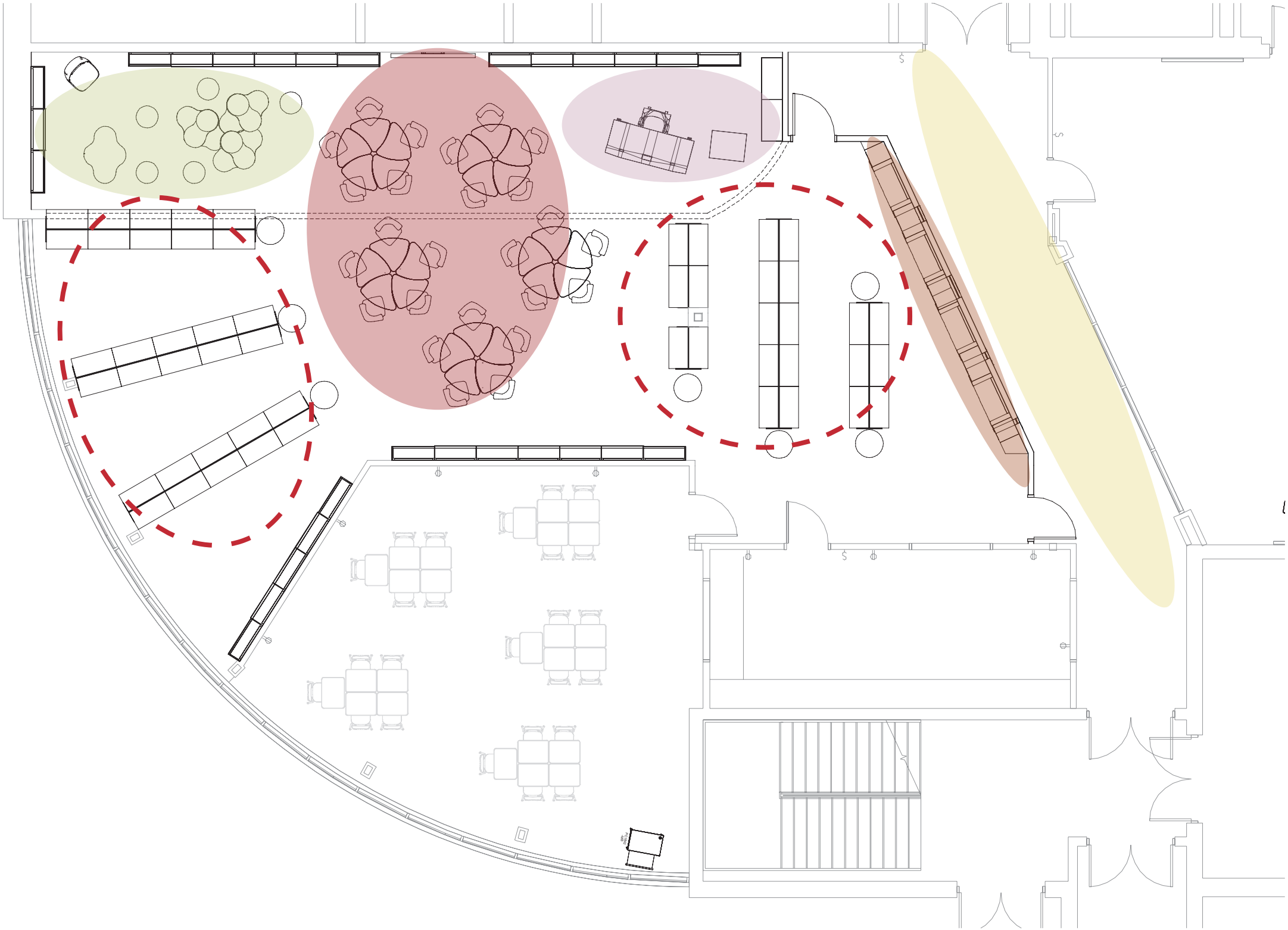


KEY

- QUIET READING/OPEN SMALL GROUP
- MOBILE CIRC DESK W/ WALL STORAGE
- OPEN CLASSROOM
- INDIVIDUAL READING NOOKS
- NEW ENTRANCE/CORRIDOR
- MOBILE SHELVING



OPTION ONE: FLOOR PLAN



KEY

- QUIET READING/OPEN SMALL GROUP
- MOBILE CIRCULATION DESK W/ WALL STORAGE
- OPEN CLASSROOM
- INDIVIDUAL READING NOOKS
- NEW ENTRANCE/CORRIDOR
- - - MOBILE SHELVING

BOOK COUNT

EXISTING COLLECTION: 11,107

Existing Total Shelves: 216

(27) DS 48" SHELVES, 80% FULL YIELDS: 162 Shelves

(27) SS 66" SHELVES, 80% FULL YIELDS: 108 Shelves

New Total Shelves: 270

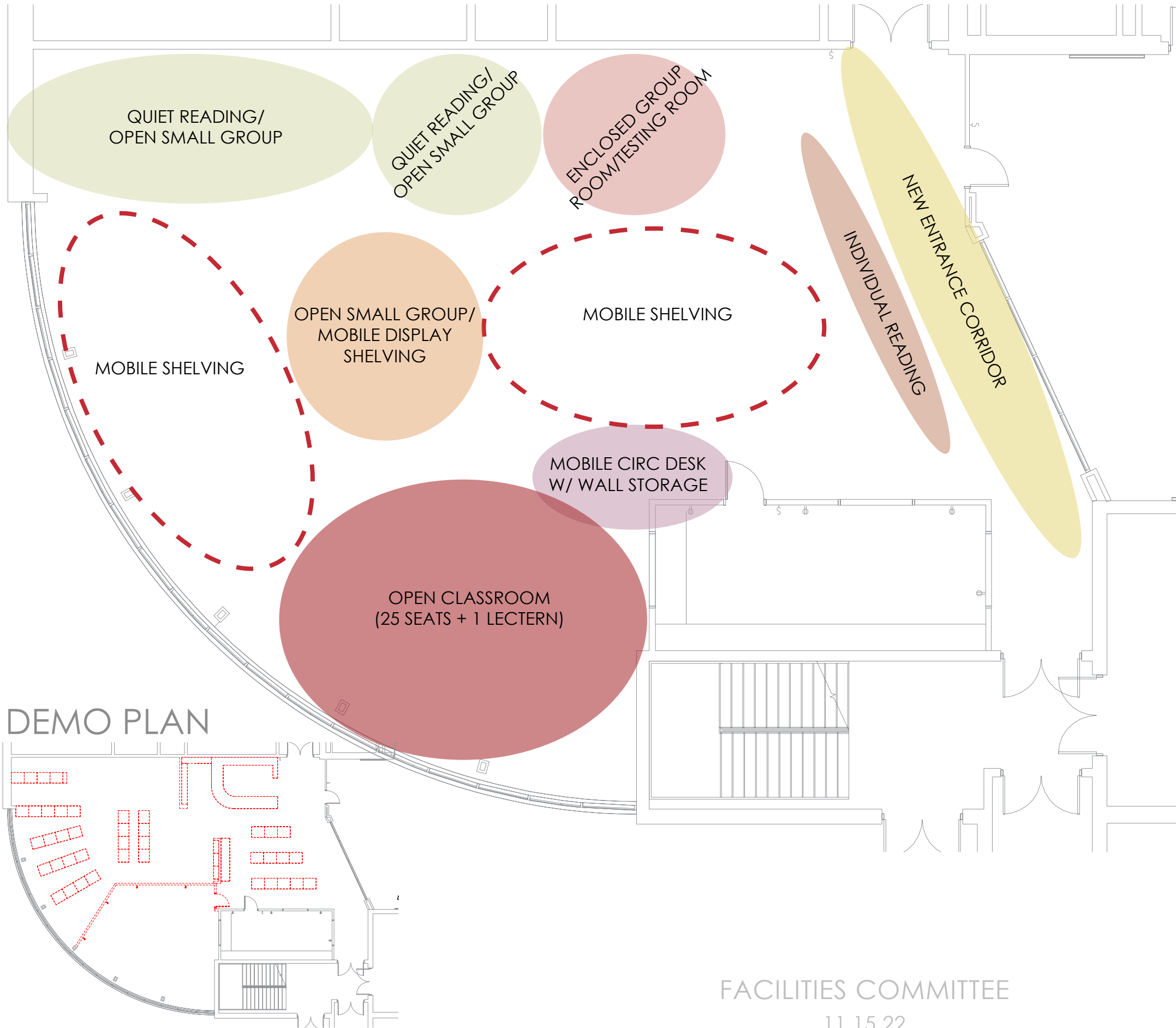


OPTION ONE: FINISH FLOOR PLAN



- KEY
- WALLCOVERING
 - BRANDING OPPORTUNITY

OPTION TWO: CONCEPT DIAGRAM - JAGUAR DEN (W/O EXISTING CLASSROOM)

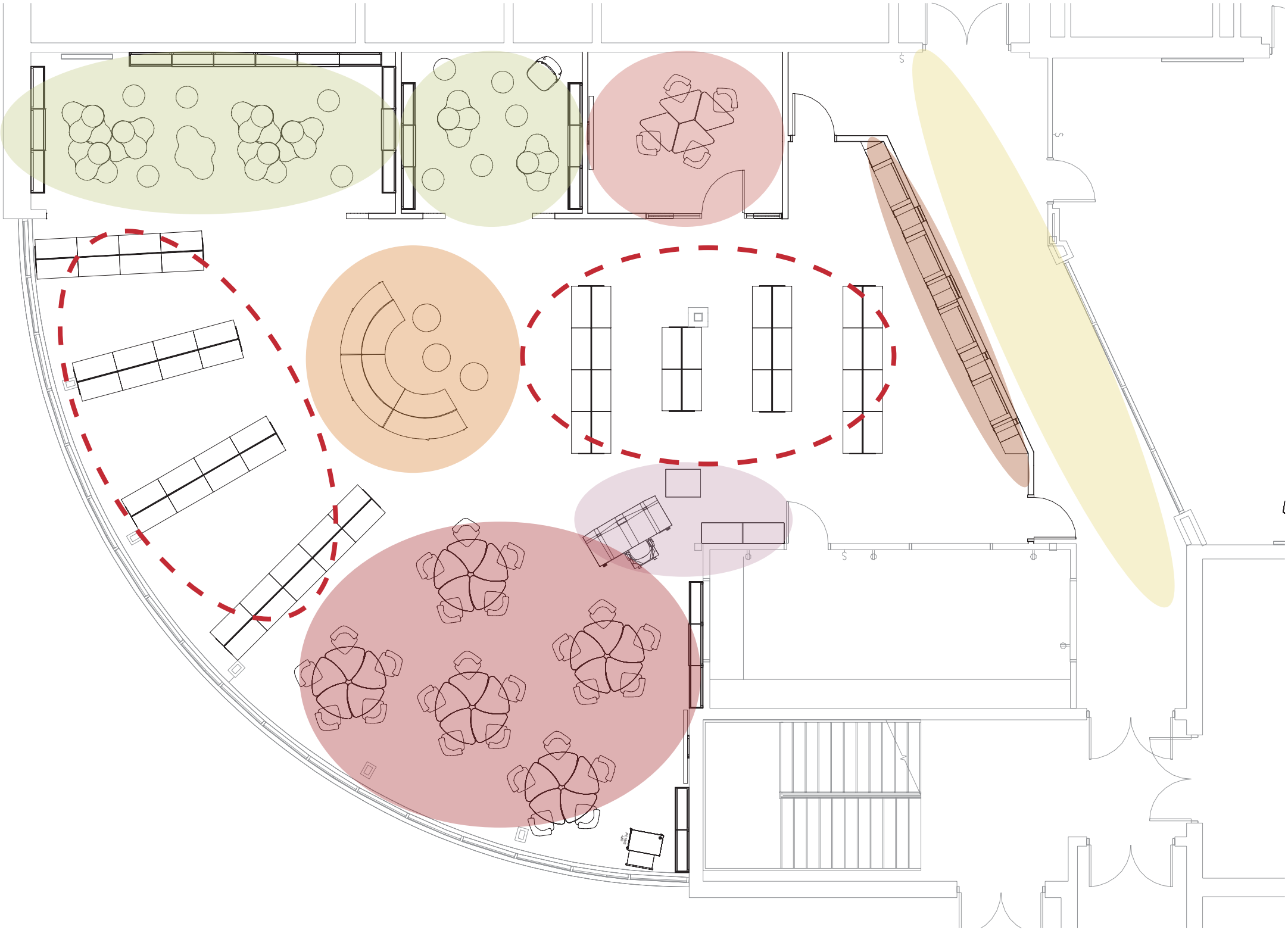


KEY

- QUIET READING/OPEN SMALL GROUP
- MOBILE CIRCULATION DESK W/ WALL STORAGE
- ENCLOSED GROUP/TESTING ROOM
- OPEN CLASSROOM
- OPEN SMALL GROUP/MOBILE DISPLAY SHELVING
- INDIVIDUAL READING NOOKS
- NEW ENTRANCE/CORRIDOR
- - - MOBILE SHELVING



OPTION TWO: FLOOR PLAN



KEY

- QUIET READING/OPEN SMALL GROUP
- MOBILE CIRCULATION DESK W/ WALL STORAGE
- ENCLOSED GROUP/TESTING ROOM
- OPEN CLASSROOM
- OPEN SMALL GROUP/MOBILE DISPLAY SHELVING
- INDIVIDUAL READING NOOKS
- NEW ENTRANCE/CORRIDOR
- - - MOBILE SHELVING

BOOK COUNT

EXISTING COLLECTION: 11,107

Existing Total Shelves: 246

(31) DS 48" SHELVES, 80% FULL YIELDS: 186 Shelves

(23) SS 66" SHELVES, 80% FULL YIELDS: 92 Shelves

New Total Shelves: 278



OPTION TWO: FINISH FLOOR PLAN



- KEY**
- WALLCOVERING
 - BRANDING OPPORTUNITY
 - GREEN SCREEN PAINT

FLOOR PLAN COMPARISON MATRIX

EXISTING:

- Book Shelving Capacity: 216 Shelves (not including top shelf for displays)

- Seating Capacity:
 1. Classroom: 20 seats
 2. Wall working counter: 8 seats
 3. Open Seating: 15 seats

- Enclosed Small Room: No

- Open Lounge Space: No

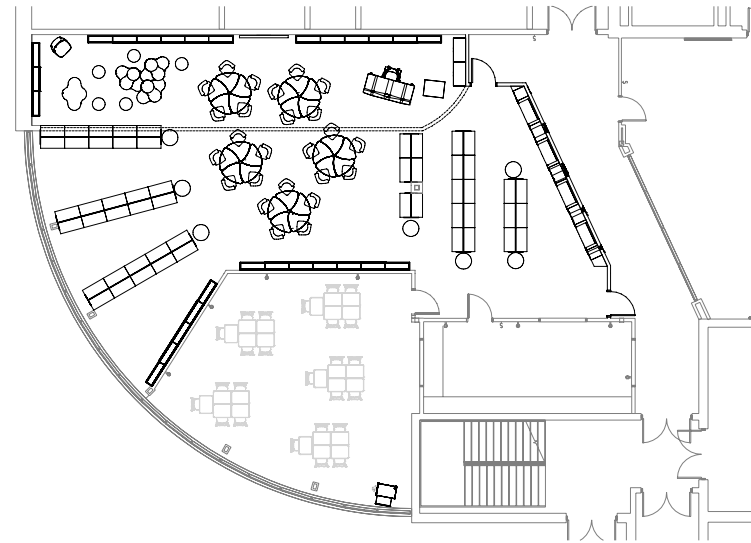
OPTION ONE (KEEP EXISTING CLASSROOM):

- Book Shelving Capacity: 270 Shelves (not including top shelf for displays)

- Seating Capacity:
 1. Classroom: 25 seats
 2. Open Seating: 12-18 seats

- Enclosed Small Room: No

- Open Lounge Space: one small area and ottomans placed sporadically throughout



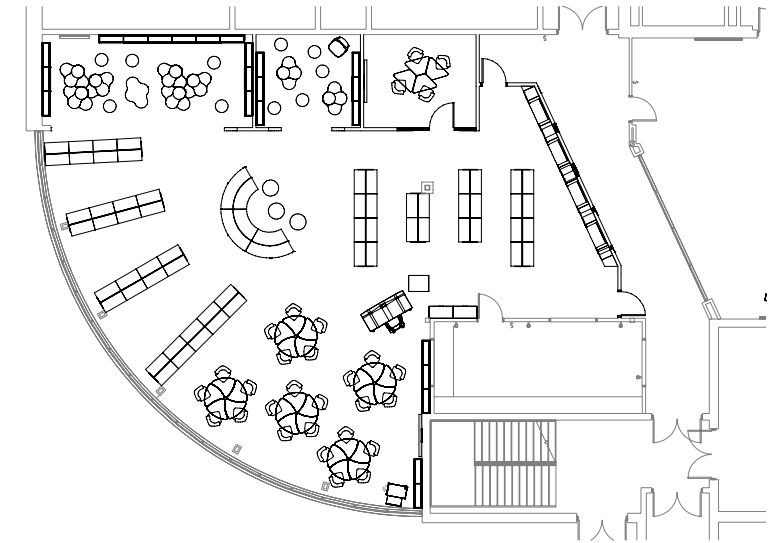
OPTION TWO (DEMO EXISTING CLASSROOM):

- Book Shelving Capacity: 278 Shelves (not including top shelf for displays)

- Seating Capacity:
 1. Classroom: 25 seats
 2. Media Lab/Testing: 4 seats
 3. Open Seating: 27-35 seats
 4. Curved Display Shelving w/ Integrated Seating: 9-10 seats

- Enclosed Small Room: Yes

- Open Lounge Space: three separate group areas

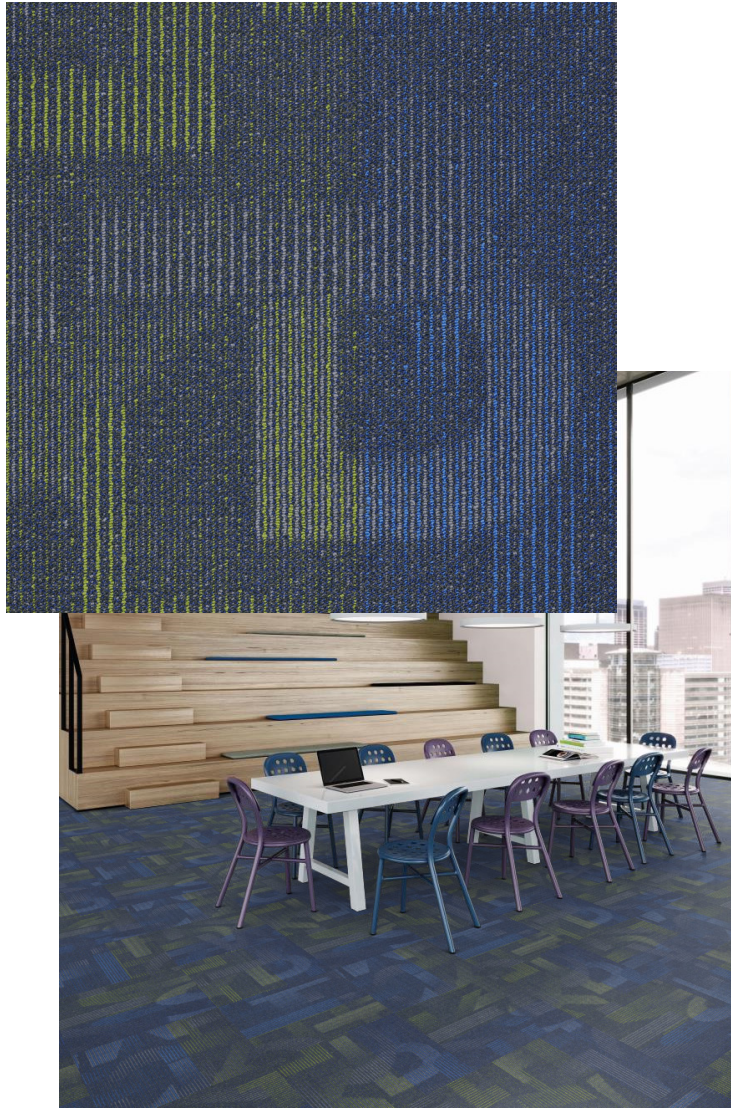


FINISHES

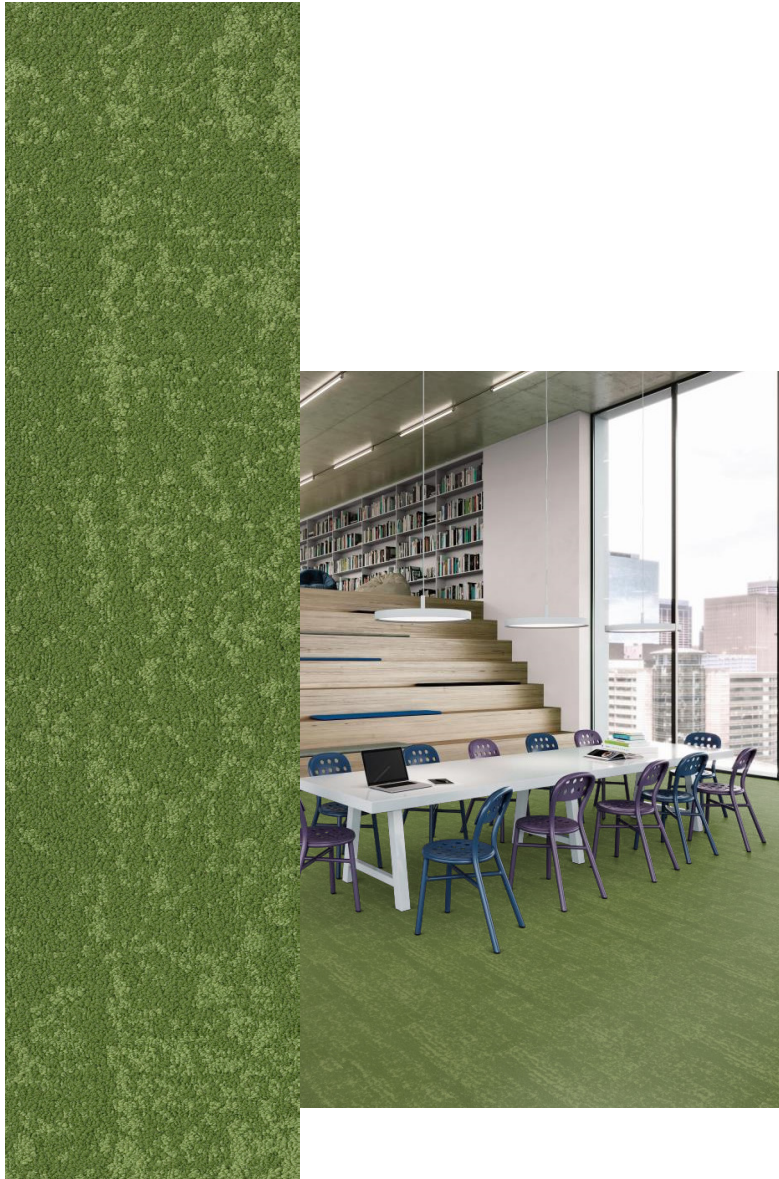
CORRIDOR CARPET



MAIN CARPET



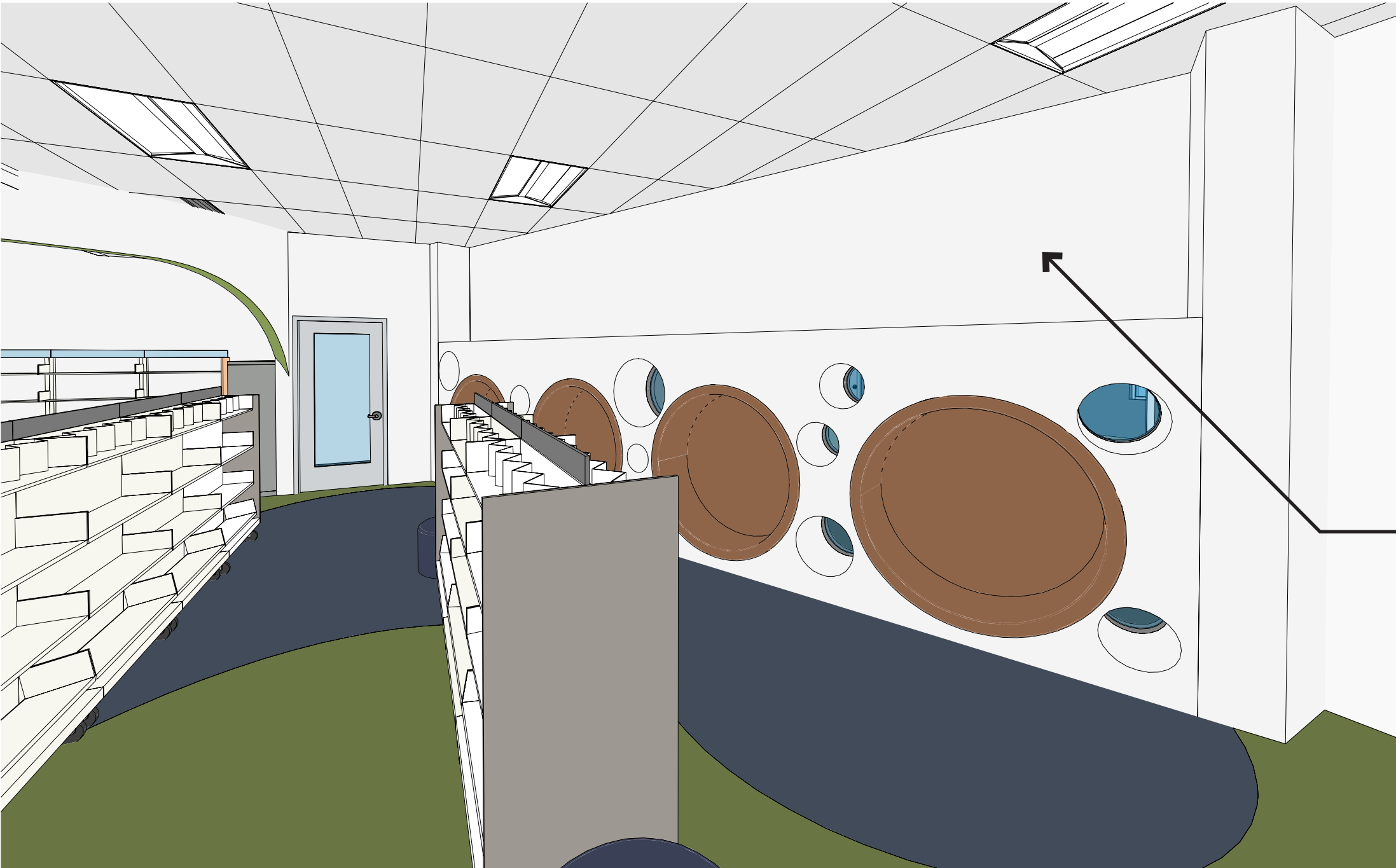
ACCENT CARPET



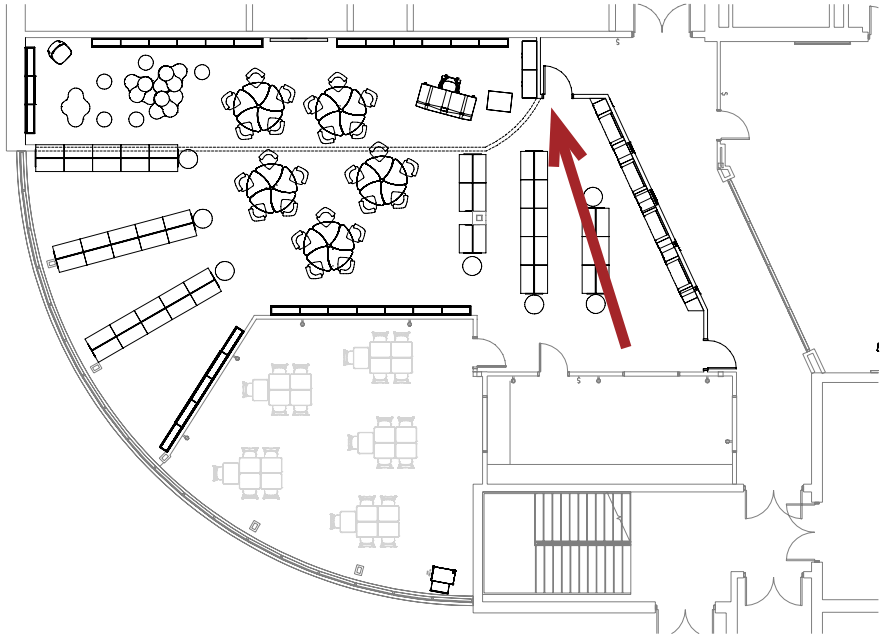
ACCENT WALLCOVERING



OPTION ONE: READING NOOK/ENTRANCE



KEY PLAN

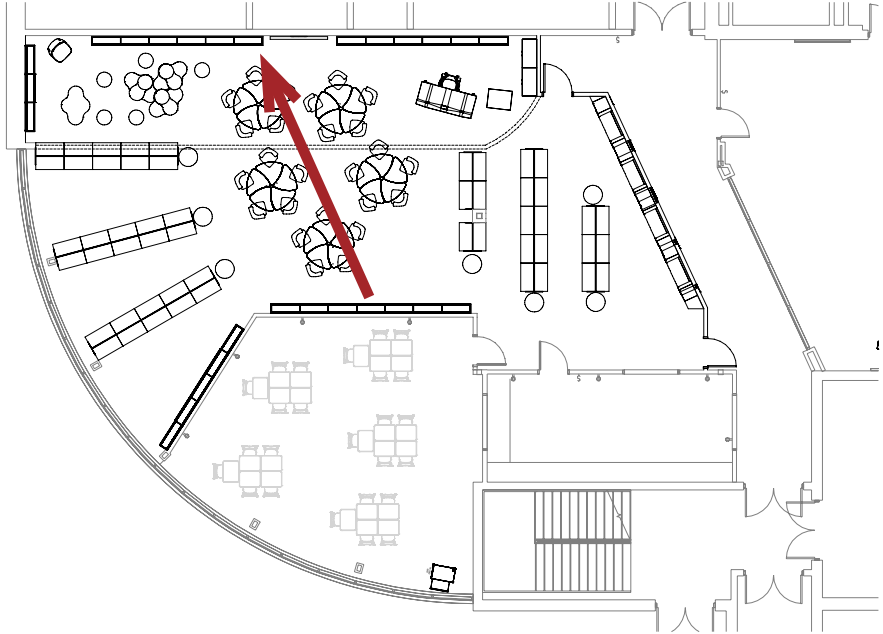


BRANDING OPPORTUNITY

OPTION ONE: OPEN CLASSROOM



KEY PLAN

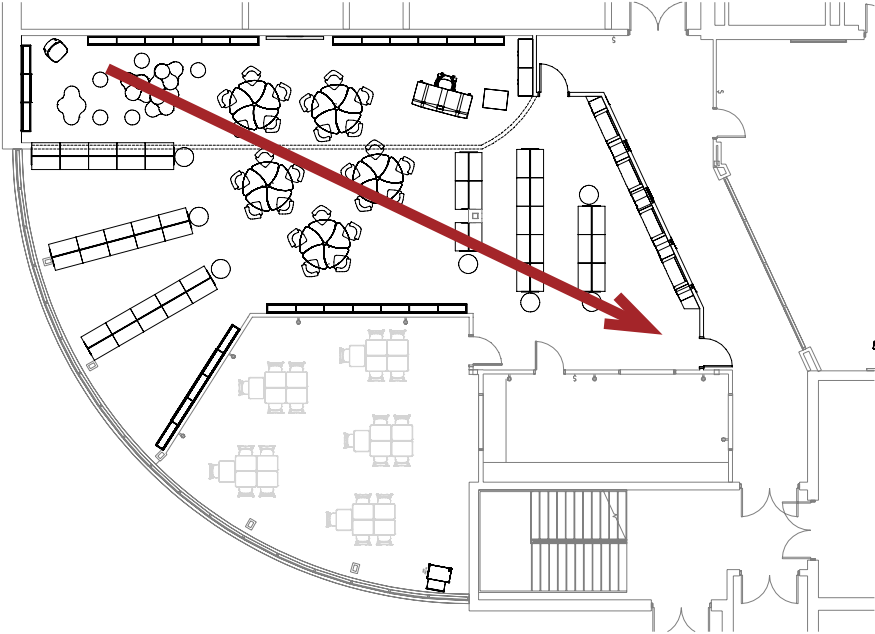


WALLCOVERING ALONG WALL

OPTION ONE: JAGUAR DEN

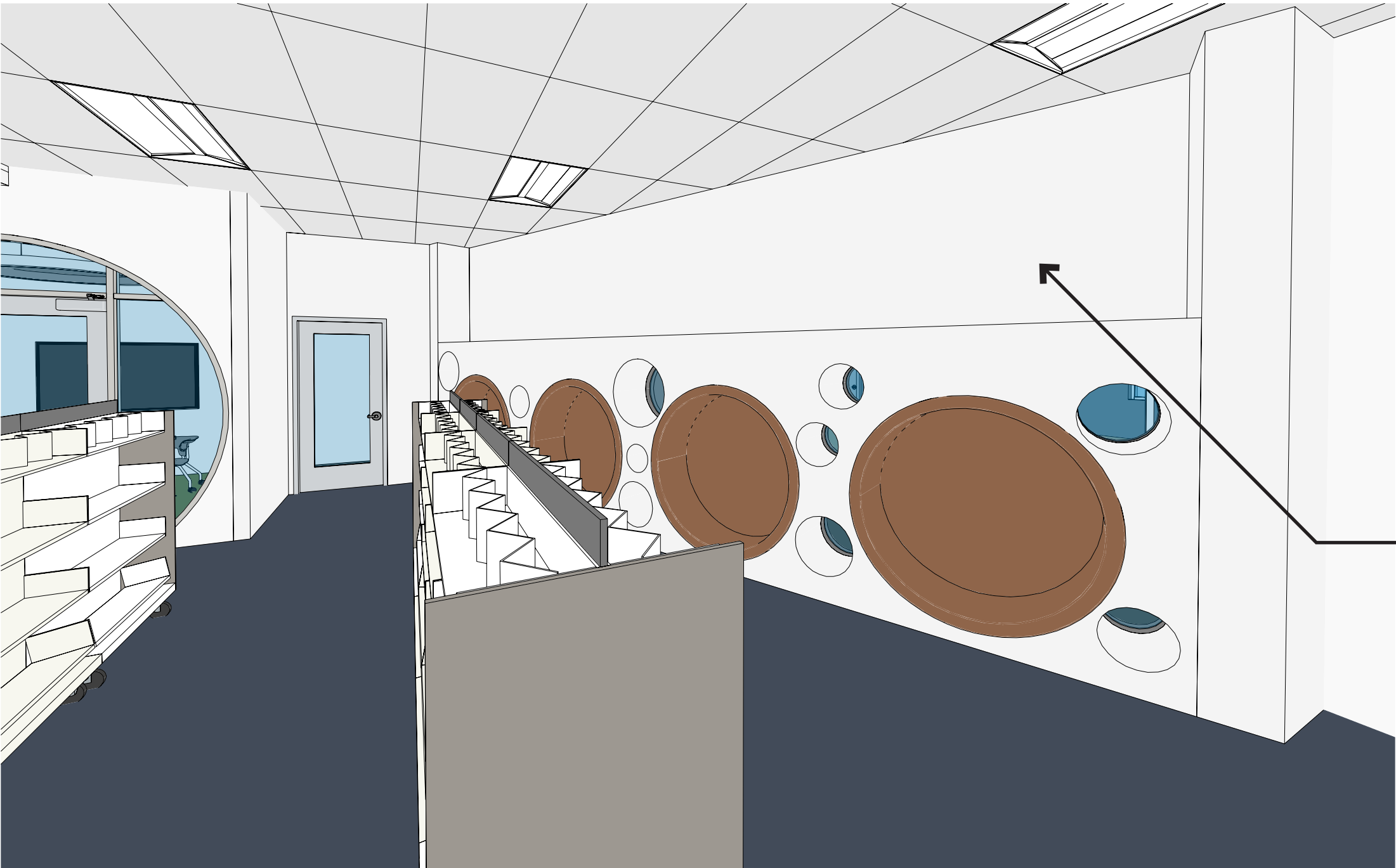


KEY PLAN

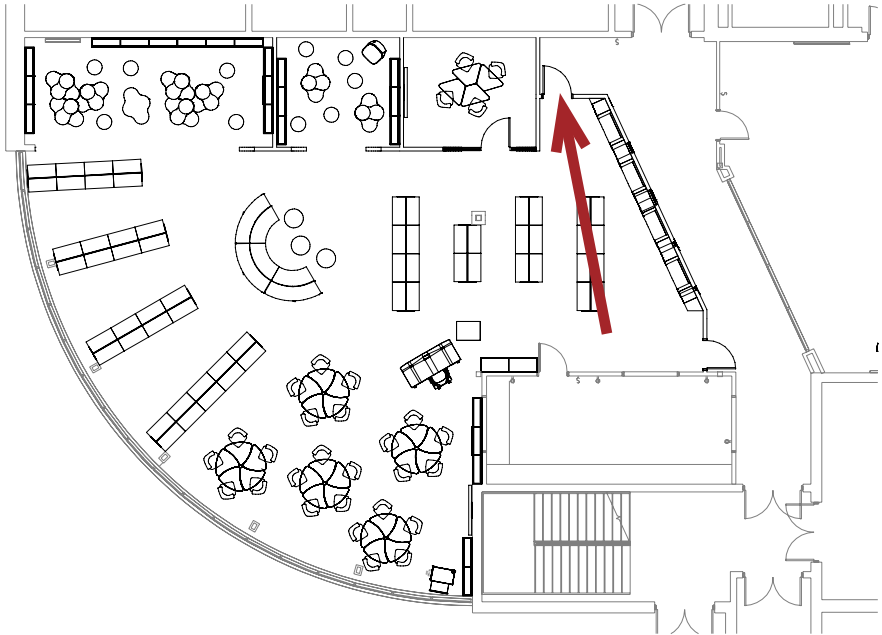


WALLCOVERING ALONG WALL + INSIDE SOFFIT

OPTION TWO: READING NOOK/ENTRANCE

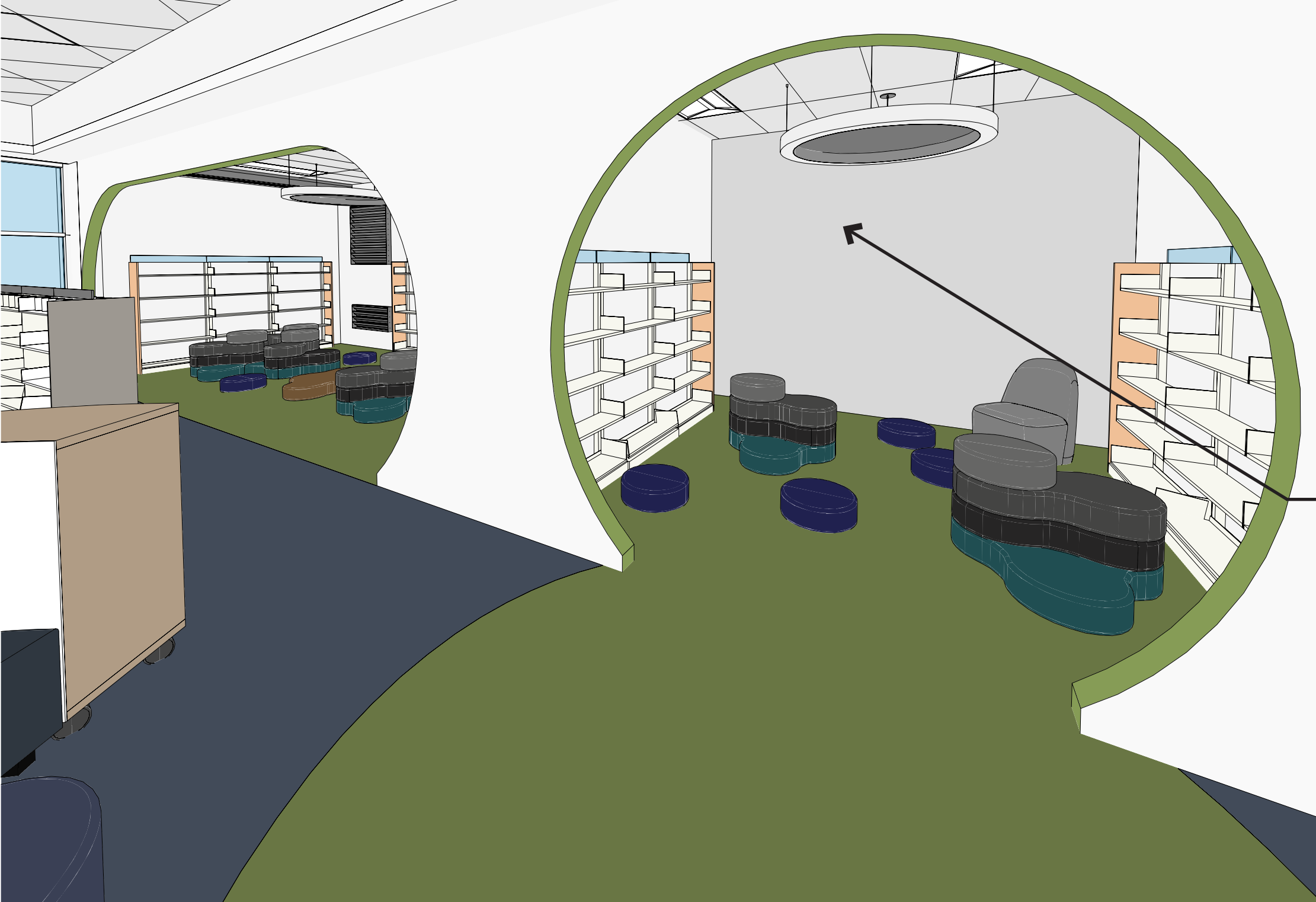


KEY PLAN

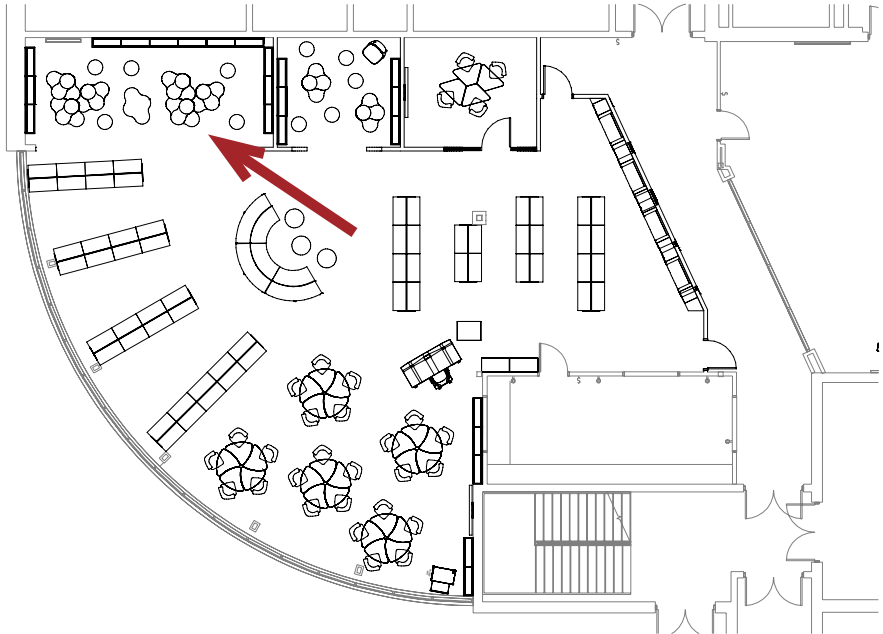


BRANDING OPPORTUNITY

OPTION TWO: JAGUAR DEN

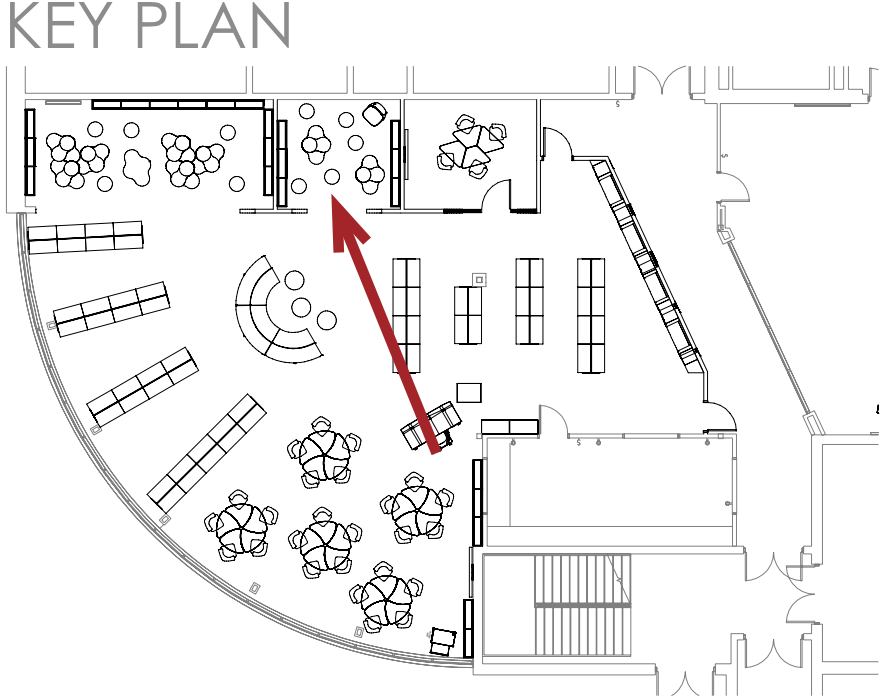


KEY PLAN



WALLCOVERING ONLY IN THIS ROOM

OPTION TWO: OPEN AREA



THANK YOU!



Executive Summary
Facilities Committee Meeting

DATE: November 15, 2022

TOPIC: Pre-Kindergarten Playground Gazebo

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The previous PreK playground gazebo is no longer in a condition to be used in the new playground that will be built in Summer 2023. During the October meeting, the Facilities Committee expressed interest in the Play Mart Bongo House to take its place.

Fiscal Impact:

\$11,558

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept the quote from Play Mart, Inc. for the purchase of the Pre-Kindergarten Bongo House in the amount of \$11,558 to be installed during Summer 2023.

	<p align="center">PLAY MART, INC. 170 Allens Way Somerset, KY 42501 Phone 606-679-2572 - Fax 606-678-0911</p>	<p align="center">RETAIL</p>
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Quotes are valid for 30 days

<p>Sales Rep: Ashley Morrison Sales Organization: PMI End User (Entity): Studio GC Site Street Address: 6950 N. East Prairie Rd Site City State & ZIP: Lincolnwood, IL 60712 End User Name: Athi Toufexis</p>	<p>Date: 10/19/22 Prepared By: AM End User Phone: 224-522-5122 End User e-Mail: a.toufexis@studiogc.com</p>
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NEP_COMPLETE

18" IN-GROUND

EQUIPMENT:	BONGO HOUSE - Hex	2 YRS - 5 YRS	NEP
QUANTITY	COMPONENT DESCRIPTION	RETAIL	WEIGHT
1	BONGO HOUSE - Hex	\$9,394	2010
22	SUBTOTAL EQUIPMENT	<i>\$9,394</i>	<i>2,050</i>
NO	EQUIPMENT INSTALLATION		
SURCHARGE	6% OF EQUIPMENT (NOT INCLUDING SHADES)	\$564	
1	FREIGHT (Freight Quote only valid for 14 days) - Full Truck	\$1,600	
1	INSTALLATION INSTRUCTIONS		1
23	GRAND TOTAL	\$11,558	2051

By purchasing this playset you will have prevented 12207 milk jugs from going to a landfill.

PLAY MART, INC.

170 ALLENS WAY – SOMERSET, KY 42501
 PHONE: 800.437.5297 – FAX: 606.678.0911



**RETAIL
 PURCHASE ORDER**

Sales Rep: **Ashley Morrison**
 Sales Organization: **PMI**

Site Contact: **Athi Toufexis**
 Site Contact Phone: _____

Site Name: **Studio GC**
 Site Street Address: **6950 N. East Prairie Rd**
 Site City State & Zip: **Lincolnwood, IL 60712**

Site Contact e-mail: **a.toufexis@studi**

Date: **10/19/22**

QTY	MASTER PO		TOTAL	
1	BONGO HOUSE - Hex	2 YRS - 5 YRS	NEP	
TERMS AND CONDITIONS: Upon acceptance 50% is due. Project will not be scheduled for production unless deposit is received. Project will be shipped one week after production, unless a CHANGE ORDER was received. Balance due 10 days from invoice. 1.5% interest accrues. A Cancellation Fee of 10% of the Grand Total is required for all Cancelled Orders. Call bookkeeping for all other arrangements. The price quoted is based on payment by cash, check or wire transfer only. This quote expires in 30 days. Thank You.			SUBTOTAL:	\$9,394
			TOTAL INSTALLATION:	
			SURCHARGE:	\$564
			SURFACING:	
			FILTER FABRIC:	
			BORDERS:	
			(Additional Fuel Surcharge May Be Added To Invoice) FREIGHT:	\$1,600
			INSTALLATION INSTRUCTIONS:	
			CUSTOM COLOR CHARGE (FLAT PLASTIC and/or METAL)	
			SHADE SHELTER	
			PROFESSIONAL ENGINEER SEALED DRAWINGS & CALCULATIONS	
			INTERNATIONAL PALLETS & CRATING	
			TAX EXEMPT NUMBER:	
			DISCOUNT:	
GRAND TOTAL:	\$11,558			
DEPOSIT:	\$5,779			

	INSTALLATION	RSP COLOR	COLOR SCHEMES	SURFACING DEPTH (IN)
	SELECT INSTALLATION TYPE	SELECT RSP COLOR	SELECT COLOR SCHEME	CLICK & TYPE

SHIPPING INFORMATION

Ship To Company: _____
 Street Address: _____
 City, State & ZIP: _____
 Ship To Contact: _____
 Phone: _____
 e-mail or Fax: _____
 Preferred Delivery Date: _____
 Installation: **CLICK & SELECT**

BILLING INFORMATION

Billing Organization: _____
 Billing Address: _____
 Billing City, State, ZIP: _____
 Billing Contact: _____
 Billing Phone: _____
 Billing email: _____

I am authorized to enter into purchase agreements and obligate the company for payment. I agree to accept the product and services and make payments in full according to terms specified. If product is received but installation is delayed more than 10 business days, I agree to make payment for freight and equipment. I will agree to make full payment for installation upon completion. A maximum retainage of 10% may be held for unresolved installation issues until such issue are resolved.

PRINTED NAME _____

SIGNATURE _____ DATE SIGNED _____
By signing and returning this purchase order, I accept the Proposal with no changes to the line item Grand Total.

Play Mart/Nature of Early Play Authorized SIGNATURE _____ DATE SIGNED _____

Any missing or damaged parts must be reported within 30 days of receipt of shipment.



RSP™ Options



Chocolate



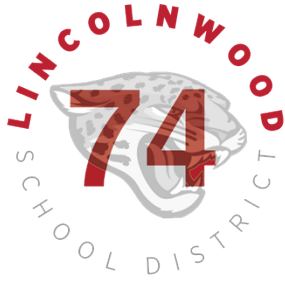
Latte



Slate



Mist



Executive Summary Facilities Committee Meeting

DATE: November 15, 2022

TOPIC: Annual Renewal of Building Automated Systems (BAS) Maintenance and Support

PREPARED BY: Courtney Whited / Jim Caldwell

Recommended for:

- Action
- Discussion
- Information

Purpose: The Board of Education approves all contracts.

The **Control Engineering** contract provides one year of maintenance and support for the District's Building Automation System (BAS) software program. The District's Legal Counsel reviewed the Contract and stated this Agreement continues to incorporate the District's original revisions to the Terms & Conditions.

The **Everest Energy and Control Technologies, LLC** contract will cost SD74 less annually, as well as hourly. The District's Legal Counsel reviewed the contract and cited two areas of concern; the automatic renewal clause and the venue for any potential legal disputes. Everest was willing to update the contract to a second version that eliminated those concerns.

Fiscal Impact:

\$8,750

The District paid \$9,524 for calendar year 2022 with a different vendor, Control Engineering. Everest's hourly rates are less than CEC's rates.

Recommendation:

It is the Administrative recommendation that the Facilities Committee concurs to recommend to the Board of Education to accept this Agreement from Everest Energy and Control Technologies, LLC to begin Annual BAS Maintenance and Support in the amount of \$8,750 from January 1, 2023 through December 31, 2023.



EVEREST

ENERGY & CONTROL TECHNOLOGIES, LLC

***BUILDING AUTOMATION SYSTEM
PREVENTATIVE MAINTENANCE PLAN***

***PREPARED FOR:
SD 74 Lincolnwood
Lincolnwood School District 74***

***LOCATION:
SD 74 Lincolnwood
6950 N. East Prairie Road
Lincolnwood, IL 60712***

GENERAL CONDITIONS

1. Everest Energy & Control Technologies, LLC will provide regularly scheduled maintenance inspections during normal working hours (7:00am to 3:30pm) Monday through Friday, excluding holidays.
2. After each service call, a completed copy of the service work order will be presented for your authorized signature.
Everest Energy & Control Technologies, LLC will be available to provide emergency service on all equipment covered by this agreement 24 hours a day, 365 days a year. Unless otherwise noted within, this service will be invoiced at our current rates. These rates are subject to change.
3. Everest Energy & Control Technologies, LLC will provide instruction to the purchaser in the proper operation of their equipment.
Everest Energy & Control Technologies, LLC will take all reasonable precautions to prevent injury to persons and property. Everest Energy & Control Technologies, LLC shall not be held liable for incidental losses associated with control or equipment malfunction, nor acts of God or other occurrences outside of our control.
4. Everest Energy & Control Technologies, LLC will use qualified personnel directly employed or supervised by the same.
5. Everest Energy & Control Technologies, LLC may provide factory trained supervisory personnel to assist when necessary.

LABOR RATES

EFFECTIVE JUNE 1, 2022

	SERVICE AGREEMENT CUSTOMERS	NON-AGREEMENT CUSTOMERS
Telephone Support, Normal Business Hours	\$120.00 / HOUR	\$140.00 / HOUR
Telephone Support, Overtime	\$180.00 / HOUR	\$210.00 / HOUR
Telephone Support, Double Time	\$240.00 / HOUR	\$280.00 / HOUR
On Site Labor, Normal Business Hours	\$140.00 / HOUR	\$160.00 / HOUR
On Site Labor, Overtime	\$210.00 / HOUR	\$240.00 / HOUR
On Site Labor, Double Time	\$280.00 / HOUR	\$320.00 / HOUR

- * These rates are guaranteed for the duration of contract, and only subject to change during renewal.
- * Telephone support will be rounded up to the nearest one half hour.
- * Everest Energy & Control Technologies does not charge a tool and truck fee. It does reserve the right to impose a 2 hour minimum to all non-contracted customers.
- * Normal business hours are from 7:00am to 5:00pm Monday through Friday, except holidays.
- * Overtime is outside of normal business hours or beyond 8 hours on any given day, except Sundays and holidays which are doubletime.

Proposed Services

System Updates

X Application Review

As technology progresses and building needs change, your system will be regularly inspected to identify recommended software updates, program adjustments and graphic modifications. Substantial modifications, new hardware and installation of the same will be outside of this contract and separately billable.

Software Maintenance

Maintaining software is just as important as any piece of hardware. We will provide you with necessary software updates, as well as evolutionary modifications to the existing covered system. Your system stays up to date and future proof with the latest Security & Feature updates offered on all applicable systems.

Technical Support Services

X Automation Controls Analysis and Optimization

Automation control devices and sensors can drift out of calibration in time. We will analyze and optimize covered automation controls in an effort to reduce energy consumption, enhance system performance and stabilize equipment operation as determined by our observations and experience.

X Control Loop Analysis and Optimization

Changes in mechanical component performance, building use and climatic conditions may necessitate adjustments to control loops to avoid undesirable results. We will analyze and optimize covered control loops in an effort maintain stable equipment operation, enhance system performance and reduce energy consumption.

X Cloud Back-up and Recovery Services

We will perform a periodic back-up of your covered HVAC control system to safeguard all databases and graphics from loss in the event of a catastrophic event (lightning strike, power surge, flood, physical damage, etc.). We will provide safe storage of this critical information so that it is readily available to be reloaded to the system should such an occurrence take place.

Smart Secure Remote Connectivity

We will provide a fully encrypted tunnel with TLS to access your system's graphics. We will provide a FQDN to access your site, as well as a fully managed email account from which the system will use to issue alarm email notifications.

Customer Support Services

X System Maintenance

During maintenance visits, we will review system alarm logs and address pertinent issues with the operations team. We will also review the system for manual overrides and discuss the circumstances that required the override, seeking opportunities to improve the system's control and minimize the need for manual intervention.

X Application & Technology Consulting

We will conduct an annual review of the covered control system to assure that it continues to meet your needs, and will look for opportunities to provide you with additional energy savings and performance strategies. Our review will include all applicable building control technologies. We will provide a report of our findings and any recommendations for improvements, and conduct a face-to-face debriefing.

Full Service Coverage

This extension of your comprehensive service plan provides for the inclusion of the cost to repair or replace the covered components of your system, should that be required.

Critical System Monitoring

This extension of your comprehensive service plan provides monitoring of your covered system to seek out problems before they can negatively impact your operations. This service includes weekly analysis of your alarm and event logs. We will keep you notified of any problems that we discover and of our progress in rectification of the issues.

X Continuous Training

We provide continuous operator training on the control system during our scheduled visits

X Priority Response

Our contract customers are our most valued customers. To demonstrate our appreciation of your business, we make response to your critical issues our highest priority.

After Hours Emergency Response

_____ hours of support outside of regular business hours are included in this contract. Support beyond

_____ this will be offered at the listed discounted labor rates.

X Phone / Online Support

16 hours of remote support by phone or computer are included per contract term as needed. This support is offered during regular business hours. Assistance after regular business hours would be included in the above section, or billable, if applicable.

Prepurchased Labor:

_____ hours of additional labor are included in this contract. Direction will be provided by the customer and shall regard work that is consistent with Everest's core business.

Prepurchased Material:

_____ of parts are included in this contract. All material procurrments under this policy will be at the direction of the customer.

Frequency of Inspections

The services listed above shall be performed over 4 inspections covered in this agreement. Additional visits at the customer's request will not be covered in this agreement and shall be separately billable at the discretion of Everest Energy & Control Technologies.

Service Visits will be scheduled during or around the months of:

January _____	April _____	July _____	October _____
February <u>X</u>	May <u>X</u>	August <u>X</u>	November <u>X</u>
March _____	June _____	September _____	December _____

Details of the covered system

This contract shall cover services to the following components:

Contract Term

This agreement shall be made between the parties listed here, for the sum listed below and to include the services listed above.

Provider
Everest Energy &
Control Technologies, LLC
5401 Patton Drive, Suite 120
Lisle, IL 60532

Customer
SD 74 Lincolnwood

Lincolnwood School District 74

Site
SD 74 Lincolnwood
6950 N. East Prairie Road
Lincolnwood, IL 60712

- * This contract shall be in effect for 12 months, January 1, 2023 - December 31, 2023.
- * Renewal notification shall be given 60 days from contract renewal date.
- * Contract anniversary date shall be the first of the month in which the agreement is signed, unless otherwise noted.

Contract Payment

This contract has a total annual value of: **\$8,750.00**

This contract is being offered in good faith by the following representative of Everest Energy & Control Technologies, LLC.

Proposal Submitted By:

Philip May

Sales Engineer

this proposal is valid for 90 days

Proposal Accepted By:

Name: _____

Title: _____

Company: _____

 _____
signature date 11/9/2022

signature date

Terms and Conditions

The purchaser agrees to provide reasonable means of access to the equipment being maintained. Everest Energy And Control Technologies, LLC shall be permitted to start and stop all equipment as necessary to perform the herein agreed upon services as arranged with your representative.

Everest Energy & Control Technologies, LLC shall not be liable for any loss, delay, injury, or damages that may be caused by circumstances beyond its control, including, but not limited to, Acts of God, war, civil commotions, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lock-outs, differences with other trades, riots, explosions, delays in transportation, or malicious mischief.

Everest Energy & Control Technologies, LLC's responsibility for injury or damage to persons or property that may be caused by or arise through the maintenance service, or use of the system(s) shall be limited to injury or damage caused directly by our negligence in performing or failing to perform our obligations under this agreement. In no event shall Everest Energy & Control Technologies, LLC's be liable for business interruption or losses, nor consequential or speculative damages.

Everest Energy & Control Technologies, LLC will not be required to make safety tests, install new attachments or appurtenances, add additional controls, and/or revamp or renovate existing systems with devices of a different design or function to satisfy conditions established by insurance companies, laboratories, governmental agencies, etc.

In the event the system is altered, modified, changed, or moved, Everest Energy & Control Technologies, LLC reserves the right to terminate or re-negotiate the agreement based on the condition of the system after changes have been made.

If emergency service is included in this agreement, and is requested at a time other than that at which we would have made a scheduled preventive maintenance call and inspection does not reveal any defect required to be serviced under this agreement, we reserve the right to charge you at our prevailing service labor rate.

If emergency service is included in this agreement, it is understood that we will make every effort to restore safe operation of the system, but can not guarantee the availability of parts and technologies that may be necessary to do so. We reserve the right to provide temporary arrangements until such time as a permanent repair can be made.

Everest Energy & Control Technologies, LLC will not be required to make replacements or repairs necessitated by reasons of negligence, misuse, or other causes beyond our control.

If replacement of parts are included in this agreement, it is understood that Everest Energy & Control Technologies, LLC will not be responsible for the replacement or repair of boiler tubes, boiler sections, boiler refractory, chimney, breaching, refrigeration evaporators, refrigeration condensers, water coils, steam coils, concealed air and piping lines, fan housings, heat exchangers, VAVs and associated parts, humidifier bottles, ductwork, electrical power wiring, water, steam, and condensate piping, or other structural non-moving parts of the heating, ventilation, and air conditioning systems. Excluded from this agreement are system enhancements, air balancing, obsolete refrigerant, repairs necessitated by power failures or fluctuations.

It is further understood that the equipment covered under this agreement is in maintainable condition and eligible for a maintenance agreement. If at the time of initial seasonal start-up or on the first inspection, repairs are found necessary, such repair charges will be submitted for the owner's approval. If these charges are declined, those items will be eliminated from the agreement and the price of the agreement will be adjusted in accordance with equipment covered.

Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Everest Energy and Control Technologies, LLC hereby agrees to this exclusive venue, to personal jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Everest Energy and Control Technologies, LLC waives any objection that this venue is not convenient.



Building Automation System Maintenance Agreement

October 25, 2022

Prepared for:

Lincolnwood School District 74

6950 N. East Prairie Rd.

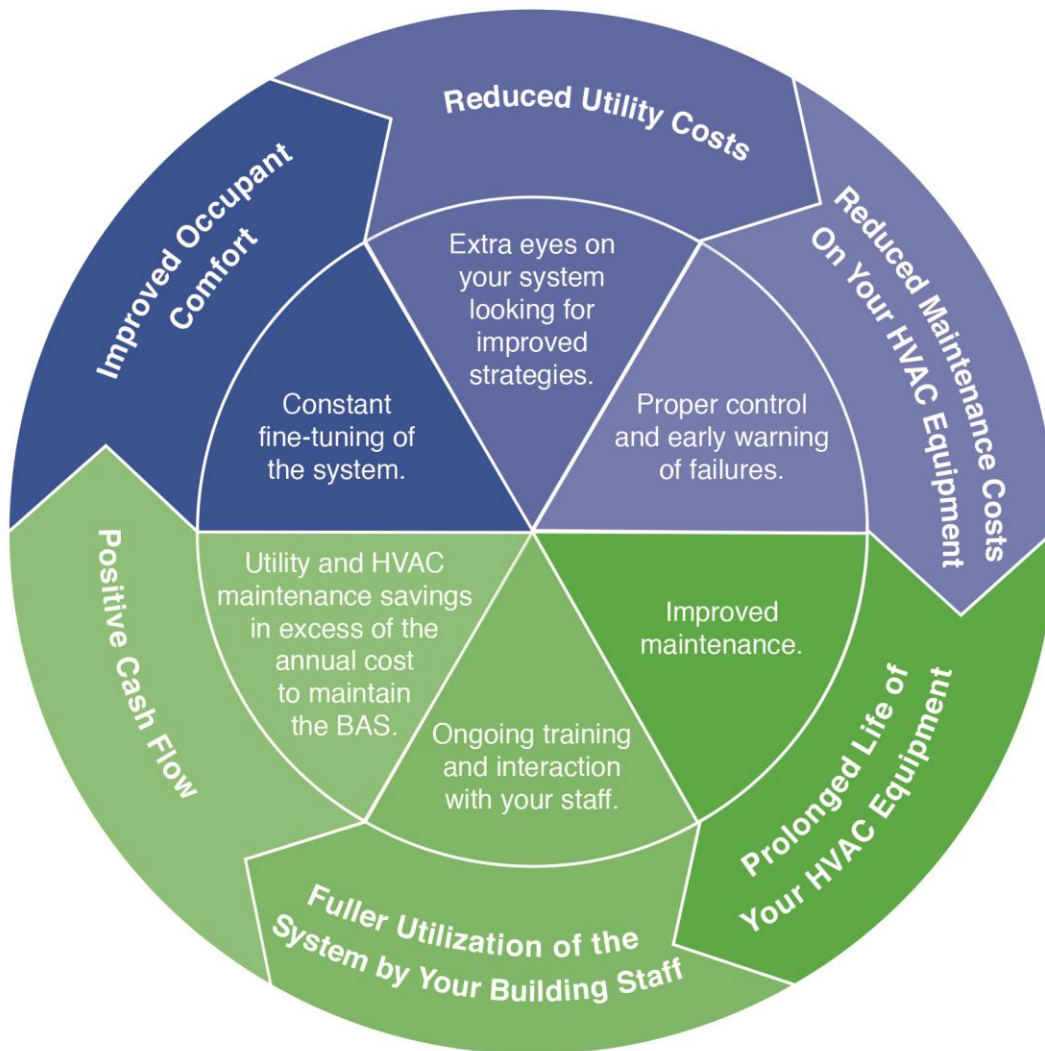
Lincolnwood, IL 60712

Attn: Courtney Whited

Building Automation Maintenance Agreement

You have made a significant investment in a Building Automation System. To insure you maximize the return on that investment Control Engineering Corp. (CEC) recommends you consider the proposed service agreement. Your Building Automation System (BAS) is fluid and will evolve. If you do nothing it will gradually become less useful. If you invest in improving it, and your use of it, it will constantly improve and deliver increased value to you and your facility. CEC is committed to help you realize the full potential and benefit of your system.

Proper maintenance is key to maximizing your investment in this system. With proper maintenance you will receive the following benefits:



Building Automation Maintenance Agreement

Between:

Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL 60712
Attn: Courtney Whited

And:

Control Engineering Corp.

October 25, 22

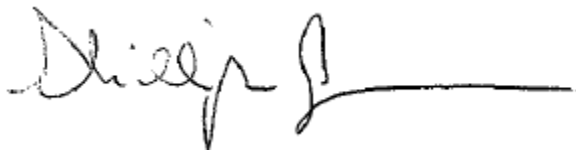
Contract Term: from **1/1/23** through **12/31/23**

Maintenance Agreement to maintain your Building Automation System (BAS).

The annual investment to maintain your system at its peak is:

Preventative Maintenance and Technical Support:.....	\$10,984.00
Good Customer Discount 10%	(\$1,098.00)
Total Maintenance Agreement:	\$9,886.00

Sincerely,



Phillip Jackson
Account Executive

Accepted by:

Purchase Order #

Date

Attachments:

- Level of Service
- Description of Services Offered
- Schedule of Covered Equipment
- Schedule of Preventative Maintenance Tasks
- Terms and Conditions
- Service Request Procedures
- Service rates

Level of Service

The following is an itemization of the levels of service chosen for your contract. Please see attached descriptions and schedules.

Preventative Maintenance Package:

- Workstations and Servers: 1 times per year
- Global and System Controllers: 2 times per year
- Unitary Controllers: 1 times per year
- Sensors and transducers: 1 times per year
- Valves: 1 times per year
- Damper Actuators: 1 times per year

Technical Support Package:

- Review Service Log Book: 6 times per year
- Phone Support/Remote service: Unlimited
- Database Back-ups: 6 times per year
- Software subscription: Included
- **Scope includes 6 Full day visits.** Four quarterly visits by a software tech and two semi annual visits by service electrician. We will complete above tasks first and any remaining time we will perform additional tasks at the request of owner.

Equipment Repair Service:

- Full Coverage: on the following checked equipment
 - Workstations, Servers and Network
 - Global and System Controllers
 - Unitary Controllers
 - Sensors and Transducers
 - Valves and Damper Actuators
 - Other
 - Repair Allowance: \$0,000.00 per year
 - Pay As You Go: On all items not checked above.

Training Allowance:

- Training Allowance: \$0,000.00 per year

Description of Services Offered

The following is a description of the various services CEC offers as part of our service agreements. Please see the scope page of your contract for which services are selected for your agreement.

Preventative Maintenance Package: The benefit of this package is that it keeps your investment in your automation system operating at peak performance and avoids inevitable deterioration.

- CEC will perform periodic site visits to optimize system performance.
- We will provide a Software Engineer and/or Field Tech to review your system.
- All our Software Engineers are specialists in software programming, networking analysis and HVAC system performance.
- All our Field Techs are Union Journeymen (Electricians and Pipefitters). They have training in HVAC system analysis, Electronics, and product maintenance.
- Services preformed include: (see schedule X for complete detail)
 - Review of service log
 - Review of any items in override
 - Review alarm log
 - Database review and management
 - Server/Workstation maintenance.
 - Device calibration
 - Controller review/maintenance.
 - Re-tuning control loops as necessary.

Technical Support Package: This service will give your staff the needed support to allow them to fully utilize the system.

- Service Log Book: Provide site service log book for documenting all problems
- Phone Support: Technical experts will assist you via the phone to identify and resolve operational issues. Support will be available weekdays 8:00 am till 4:00 pm. Included at no charge. Support is also available off hours, weekends and holidays with a slight up-charge for premium time.
- Remote On-Line Service: Our expert will log on remotely and troubleshoot your system to resolve operational issues. Owner to provide and maintain a high speed internet connection and/or phone line for this service.
- Database Protection: CEC will periodically (see schedule) back up the system database and files. One back-up copy will be left on site and one maintained off site on CEC's server.
- Software subscription: CEC will update software & firmware when new releases are made available from the manufacturer. This includes revisions to current products (such as rev. 2.1 to 2.2). New products will be offered at a discounted price (such as rev. 2.x to 3.x).

Equipment Repair Service: We provide three levels of repair service. You can choose the level of service that best meets your needs and budget. In all cases you will save money with our service. With our expert staff, issues will be diagnosed and resolved in less time.

- Full Coverage: This is complete coverage of materials and labor similar to an "extended warranty". This coverage can be on all categories of equipment or just some. Example, you can get full coverage on the controllers but not the field devices. The benefit of full coverage is that you have a known fixed cost for repairs and no surprises.

Description of Services Offered (continued)

- **Repair Allowance:** This is an annual prepaid dollar allowance for any repairs, expansions or upgrades. Repairs, etc. will be “charged” against the allowance at the reduced agreement customer rate. The cost of this service is further discounted. Any unused allowance can be used for any other service we offer. This is an excellent service to cover those minor changes you would like to have done.
- **Pay As You Go:** Under this service all repairs are billed at the discounted rates. As a maintenance agreement customer, you receive reduced rates for each hour of billed labor and special multipliers on manufacture’s list prices for materials.

Training Allowance: A well trained staff is the best way to get a good return on your investment. This service puts in place a plan to keep your staff up to speed on the proper and most efficient use of the system. You have staff turnover, personnel that may have gotten “rusty” and a need to continually improve the knowledge of your staff.

- This is an annual prepaid dollar allowance, which can be used for ongoing training. Training can be any of these forms: on-site custom training, classroom training or on-line training. The cost of this service is discounted. Any unused allowance can be used for any other service we provide.

Continuous Commissioning: The benefit of this service is to keep your systems operating at designed peak efficiency. It also uncovers problems that may go unnoticed for a long time. You commissioned the system when it was first started, but much happens over time and it is a good idea to do a thorough check-up on a periodic basis. This goes beyond the standard preventative maintenance and verifies everything is operating properly.

- Under this service we will make a list of all of the HVAC systems in your facility and set up a periodic schedule so that one or more system gets re-commissioned each year and every system gets done every several years.
- Re-commissioning involves a thorough test and verification of all devices and control sequences. End-to-end accuracy and functionality of all devices are tested.
- We will issue a detailed report showing everything that was verified.
- This can be provided as a separate service or as part of the preventative maintenance package.

Monitoring Service: For facilities that do not have 24x7 coverage for their buildings, this service lets CEC be your eyes & ears. We will monitor your system for alarms and trouble. If a problem occurs in the middle of the night or on a long weekend, we will respond to it instead of discovering it when occupants arrive in the morning.

- If anything goes into alarm day or night, we will have an expert contact your system on-line and diagnose the problem to the extent possible.
- After the problem is diagnosed we will respond in a pre-approved manner which may include any or all of the following:
 - Place phone calls to one or more people.
 - Send emails to one or more people.
 - Dispatch technicians to repair the problem
 - Contact other service providers who may service your mechanical or electrical equipment.

Description of Services Offered (continued)

- Every incident will have a follow-up email stating the issue and resolution.
- We will monitor a daily “heartbeat” to insure all communications are functioning properly. Absence of a successful heartbeat will generate an alarm.
- We will periodically contact your system on-line and look for any issues. We can issue a report via email after each review if you wish.
- Owner is responsible to maintain internet and/or phone line connection to the system.

Annual Review: The benefit of this service is to give you, and us, a “report card” on how we are collectively doing to maximize performance of the system. It will provide an opportunity to enhance your use of the system and our ability to better meet your needs. Included in all service agreements.

- CEC will annually review with your staff and discuss the services performed during the past year.
- We will ask for your feedback on how well we met your needs and see if adjustments to coverage are warranted.
- We will review how the system has performed, and how well it was utilized.
- We will recommend any improvements and options to enhance system performance, resolve operational problems and meet your changing needs and objectives.
- We will review opportunities to reduce utility costs.

Initial Coordination Meeting: Included in any new, or modified, service agreement.

- This meeting is to insure that everyone involved from CEC and you, our customer, understand and agree with the expectations of the service offered.
- At the start of the service agreement CEC will meet at the customer site. We suggest the Facility or Property Manager and Chief Engineer attend.
- We will introduce the various personnel that will be servicing your account.
- We will review the scope of the services offered and go over expectations and answer any questions you may have.
- CEC will deliver a service log book and review its purpose and use.
- We will review best methods for contacting us should emergency service be required.

Schedule of Equipment

Note: check mark denotes items with full coverage repair service. If no check mark , repairs are pay as you go or applied toward allowance.

Manufacturer: **Alerton**, Product line: **BACtalk**

Workstations, Servers, Software and Network:

- 0 Workstation w/ Web Client
- 1 Server w/ Alerton ABS 3.0
- Network and Switches

Global and System Controllers:

- 5 Global Controllers BCMs
- 52 System Controllers

Unitary Controllers:

- 183 Unitary Controllers

Sensors and transducers:

- 0 Temperature sensors
- 0 Humidity & Pressure sensors
- 0 Gas sensors
- 0 Flow, BTU and utility meters
- 0 relays, current switches and status points
- 0 transducers

Valves and Damper Actuators:

- 0 Belimo control valves
- 0 Belimo damper actuators

Other:

-

Schedule of Preventative Maintenance Tasks

The Preventative Maintenance routines as defined within this section shall be executed **as outlined in Levels of Service Schedule**.

General:

Preventative Maintenance Reports and Recommendations:

- Upon completion of each PM routine, a written report and presentation of findings/recommendations will be provided to the appropriate Facilities personnel.

Review Site Log Book:

- Each Preventative Maintenance routine begins with a review of your site log book so that ongoing issues can be noted and a plan made to address them.
- We will do triage type diagnostics. Minor fixes can be fixed under the allowance. Major issues will have proposals generated.

Workstations and Servers:

Review Network and Communication:

- Verify Communication with all Client Workstations.
- Verify Web Access system (if applicable).
- Review system for CRITICAL and OFF-LINE status indicators.
- Review system for OVERRIDE and DISABLED status indicators.
- Verify all network services running properly.
- Check the operation of any modem lines and/or internet connections.
- Review status of communication to all controllers.
- The following Network Analysis tasks are performed as appropriate to verify or discount suspected communications problems.
- Analyze the number of operator or system change occurrences (Alarms, Trends, Uploads) for impact on network performance.
- Analyze the Error Rate & Transmission Rate.
- Any issues are noted and recommendations made.

Review operating system software:

- Review Windows Event Logs
- Check to confirm all Services Running
- Check for unusual page faults
- Check that all system updates are current.
- Check the status of virus protection. Update if necessary.
- Cold reboot server/workstation, Just as with your Personal Computer, it is important to reboot the Server periodically to clear the memory, page faults, etc.

Schedule of Preventative Maintenance Tasks (continued)

Perform System Analysis of Server hardware: (once per year)

- Execute disk cleanup. This utility allows for the deletion of temporary or unused files.
- Execute SCANDISK for Server. This utility checks your hard-drive for errors. File fragments and other errors may cause your system to intermittently “crash” or run at less than peak performance.
- Execute DEFRAG for Server. This utility in conjunction with SCANDISK will defragment your hard drive. A fragmented hard drive may cause your system to intermittently “crash” or run at less than peak performance.
- Analyze free hard drive space and perform off-line storage for older files if space needed.
- Clean out computer and keyboard with compressed air.
- Wipe down keyboard, monitor and mouse with wipes.

Review BAS System Software:

- Review alarm log, looking for critical point conditions.
- Review alarm log for points that generate excessive alarms.
- Review alarm log for points that generate unnecessary alarms.
- The technician will make recommendations to address root cause hardware or software issues causing alarms.
- Review Event Log looking for unusual events.
- The technician will make recommendations to address issues causing events.
- Run reports to check for failed points. Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
- The technician will make recommendations to address failed points.
- Run reports to check for points in Operator Override. Points in operator override cause the system to not run in “Automatic” mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- The technician will make a list of all points in Operator Override along with recommendations to address root cause.
- Review the system as a whole from the Graphic Workstation and ensure the control system is operating as desired. Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted.
- Verify Software revisions on all workstation/server software. Update to latest version covered by contract.

Database Maintenance:

- Execute database repair operation. The repair operation enhances system stability and reliability, while increasing database access and system speed.
- Perform database compacting. The Compact operation is similar to disk defragmenting. It consolidates database files on the hard disk, rearranging how files are stored so they use disk space more efficiently and system database access time is decreased.
- The site databases will be backed up with one copy left on site and another copy placed on CEC's off site server.

Schedule of Preventative Maintenance Tasks (continued)

Global and System Controllers:

Network Analysis:

- A properly functioning network is critical to the correct operation of the system. Each Global Controller will be analyzed.
- Analyze each MS/TP or other sub network for error rate and transmission rate.
- The Global Controller Error Log is reviewed and reset.

Perform a Battery Check of all Controllers:

- Fully charged Batteries are key to maintaining the volatile RAM in your controllers in the event of a power failure and/or brownout.
- Battery levels shall be checked and documented controllers. Controllers needing battery replacement shall be identified to owner's representative.

Perform Memory Analysis of all Controllers:

- Each controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
- Any panels that are low on memory will be noted along with recommendations to remediate the issue.

Review Controllers Operation:

- Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
- ROC File Version is verified against most recent version and known system issues.
- The DDC Program is verified to be running.
- System Date/Time settings are verified.
- Daylight Savings settings are verified.

Central Plant – Operational Verification:

- The operation of Central Plant equipment will be reviewed:
 - Verify the discharge set points of each system against actual temperatures.
 - Verify historical staging/loading of equipment.
 - Review historical trends for short cycling.
 - Provide a report of any discrepancies found.

AHU/ACU – Operational Verification:

- Verification of the correct function of the AHUs and the controllers controlling them will be performed:
 - Verify that the AHU/ACU is being controlled at the appropriate value.
 - Review historical trends for hunting/cycling.
 - Change each set point and verify smooth transition and stable control to new set point.
 - Return each set point to original value.
 - Provide a report of any discrepancies found.

Unitary Controllers:

VAV/Terminal Device – Operational Verification:

- The majority of a facility's energy use occurs at the terminal device level. By performing reviews of the entire system's Terminal Device operation accurate temperature and pressure control is ensured and energy usage is significantly decreased.
- This service provides an exception based review of the operation of all your terminal devices.
- Logs will be run to review all Terminal Boxes for 100% open dampers.
 - A box with a 100% damper command may indicate a falsely low CFM reading. This may be the result of loose or disconnected velocity pickup tubes, an inaccurate flow coefficient requiring balancing, or a faulty controller. A 100% damper command may also be the result of the VAV unable to achieve the desired CFM. This may be an indication of a binding or loose damper or actuator, an obstructed duct (fire smoke or balancing damper), or too low of a duct static pressure.
- Logs will be run to review all Terminal Boxes for 0% open dampers.
 - A box with a 0% damper command may indicate a falsely high CFM reading. This may be the result of a loose or disconnected velocity pickup tube. Another cause of a 0% Damper Command would be a loose or binding damper or actuator that is unable to close fully and lower CFM. A faulty controller may also be the cause.
- Logs will be run to review all Terminal Devices for 100% open valves.
 - A Terminal Device with a 100% valve command may indicate an undersized coil, a clogged valve, insufficient reheat water temperature, a closed isolation/balancing valve, or an improper heating mode CFM. A faulty controller may also be the cause.
- Review zones for inability to maintain set point.
- Provide a report of any discrepancies found.

Unitary Controllers other – Operational Verification:

- Verify the operation of any other unitary controllers.
- Provide a report of any discrepancies found.

Schedule of Preventative Maintenance Tasks (continued)

Point Hardware: (Not Included)

Temperature sensors:

- Temperature sensors do not drift so we will check them all to see that they have a logical value. Ones found out of range will be individually checked at the device.

Humidity & Pressure sensors:

- We will calibrate all humidity sensors by placing a calibrated instrument next to them.
- We will calibrate all pressure sensors against a calibrated instrument. Differential pressure transducers will have their reference ends checked for clogs or blockages.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Gas sensors:

- Gas sensors will be calibrated per manufacture recommendations.
- Minor differences will be recalibrated. Major differences will be reported as failed.
- Recommend replacement when sensor nears end of its useful life.

Flow and Utility meters:

- Flow meters will have their transducers calibrated per factory recommendations.
- Utility meters will be checked against utility bills. (owner to provide utility bills).

Relays, Current Switches and Status points:

- All binary points will be visually verified and change of state will be checked where practical.

TERMS AND CONDITIONS

1. PREVENTATIVE MAINTENANCE AND MATERIALS

Preventative maintenance visits shall consist of labor required to perform maintenance on the equipment listed in the agreement. A preventative maintenance visit, unless otherwise listed in this agreement, is to be performed during normal working hours of 7am to 3:30 pm, Monday through Friday, excluding holidays. Materials included to perform scheduled maintenance visits on the listed equipment are listed on the attached schedules. All other materials are not included. Control Engineering reserves the right to reassign any of the assigned personnel without notice.

2. INITIAL INSPECTION (FOR HARDWARE REPAIR COVERAGE ONLY)

The equipment listed in this agreement is being accepted with the understanding that it is in good operating condition. On the first preventative maintenance visit if any repairs are necessary, this agreement shall not be binding until these conditions have been corrected at the customer's expense. Control Engineering shall provide scheduled maintenance for such equipment with the understanding that the Customer shall be responsible for its present or future repair or replacement, unless noted otherwise in this agreement.

3. LIMITS OF COVERAGE (FOR HARDWARE REPAIR COVERAGE ONLY)

This Maintenance Agreement is valid for normal system use and operation. Any system failures due to fire, flood, lightning, water, natural disaster, or gross misuse will not be covered under this agreement. Damage to equipment or wiring, system interruptions, computer viruses or other service problems resulting from negligence, abuse, misuse, improper operation, lack of operator maintenance or caused by others during construction projects is not covered. No warranties, guarantees, or liabilities, other than those specifically itemized in this Agreement, are implied or granted.

4. SERVICE HOURS

Customers may call for service 24 hours a day to 630-954-1300, following prescribed procedures (see Service Request Procedures). Normal work hours are 7:00am to 3:30pm for electricians and pipefitters and 8:00am to 4:30pm for software engineers. Unless specified otherwise in this contract, premium charges will be billed for any work or phone support done outside of defined normal hours. Doubletime charges apply Saturday 3:30pm thru Monday 7:00am and holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Time-and-a-half charges apply all other hours outside of normal hours. Cover services performed outside of normal hours will be billed for the premium only portion of the rate.

5. RESPONSE TIME

Control Engineering will respond to all emergency calls with a return phone call within 2 hours (during normal working hours) or 4 hours (any other time). Control Engineering will respond to all non-critical service calls by the next business day.

6. MINIMUM BILLING

For any billed services the following minimums apply: Phone support 2 hours. On site work, 2 hours during normal hours and 4 hours during premium times. Time in excess of minimum hours will be billed in half-hour increments. A \$50.00 minimum daily vehicle trip charge will be added to all billable on-site service calls.

7. EQUIPMENT MODIFICATIONS OR CHANGES

If the equipment included in this agreement is changed, modified, or used in a new way by any party during the term of this agreement, then the agreement may be modified and the price adjusted by Control Engineering.

8. LIABILITY

Control Engineering shall not be responsible for any losses, delays, or damages as a result of interruption in use of the equipment or due to labor disturbances, strikes, lockouts, fire, explosion, theft, riot, civil commotion, war, malicious mischief, flooding, corrosion, Acts of God, acts of Government, Control Engineering will indemnify and defend Customer and its officers, employees, and agents or their successors, and save them harmless from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and attorney's fees and costs approximately resulting from services rendered by Control Engineering, regardless of whether or not said claims are in law or in equity, or before any administrative body, and regardless of whether or not said claims are for property damage, personal injury, or death. Control Engineering agrees during the term of the Agreement to carry adequate general comprehensive liability insurance with at least One Million Dollars in coverage, and to name Customer, its board members, and its agents and employees, as additional insureds, covering for injury or death to any person or persons, and property damage. .

9. CONTRACT PERIOD

This agreement shall be in effect for one year unless otherwise terminated in writing by either party, after providing the other party 30 days written notice. Control Engineering will notify the Customer of any changes in charges in writing before the expiration of the current term. In the event the Customer rejects the charges, Control Engineering or the Customer may, in writing, terminate this agreement.

10. BILLING

The Maintenance agreement will be billed either, monthly, quarterly or annually as outlined in contract. Invoices are due and payable 30 days from the date of invoice.

11. AGREEMENT AND NOTICE

This document embodies the entire agreement between the Parties, and no oral agreement and correspondence shall be held to alter the provisions hereof. To be valid, all subsequent changes and modifications shall be embraced within a written document duly executed by both parties. This agreement shall be construed according to the laws of the State in which the work is being performed. This Agreement shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois. This agreement shall be considered divisible as to any provision which contravenes any law. This agreement may not be assigned or transferred without the written consent of both parties.

12. NO SERVICE

No service will be rendered under this agreement if the customer has a past due account. In the event that the Customer fails to pay any amounts due hereunder when due, Control Engineering reserves the right to charge 1% of the unpaid amount each month or partial month such amount remains unpaid. The customer shall pay Control Engineering any expenses Control Engineering incurs in connection with the collection of any unpaid amounts hereunder, including court costs and attorneys fees.

13. DEFAULT

Customer has the right to evaluate services under this agreement. If Control Engineering fails to comply with the terms of the agreement or does not fully perform any of the terms required to be performed, Customer reserves the right without liability, in addition to its other rights and reterminate the agreement. Customer shall not be responsible for outstanding fees beyond the date of termination. In the event that it is necessary to enforce the terms of this agreement by legal action, Customer shall be entitled to recover all legal fees and costs related thereto.

Service Request Procedures

Please follow the following procedures in order to insure you get prompt service.

Before you call:

- Determine, to the best of your ability, that the problem is related to the control system and not a mechanical equipment or electrical problem. This will avoid charges for uncovered services.
- Document the problem. Make notes in the site log, or other method, as to the exact symptoms and times they occurred.
- Print or save to disk applicable trend logs.
- Take screen shots of applicable graphics.

For service call 630-954-1300 24 hours a day.

- During normal hours, ask the operator for the Control Engineering Service line. After hours, when you get the answering service, tell the operator that your call is a “service call”.
- Inform the operator if you want “emergency Service” (same day response) or “non-critical” (next business day response).
- Describe the nature of the problem in simple terms (remember you are talking to a non-technical person at this point).
- In order to receive a return call, please give your name, phone number(s) and any special instructions to help us contact you.
- You will receive a return call, within the prescribed minimum response time, from a technical person who can take the more detailed information.

Please Don't!

- Do not call the cell phone, or direct extension, of individual employees. The calls will not be logged and this will hinder our ability to respond to you in a timely manor.

Our Promise

- Our goal is to deliver prompt service. Thank you for helping us better serve you by following these procedures.
- If for any reason you are not satisfied with our service please contact your Account Executive.

Control Engineering Service Rates & Billing Policies
Effective 6/1/22 to 5/31/23

Most Service Agreements do not cover work done outside of normal business hours. Please review the following summary of policies and procedures to determine what services may be billable:

Rates Per Hour		T&M Customers		Service Agreement Customers	
		All Services		Covered Services	Add'l Services
Service Electrician	Straight Time	\$186.00	No Charge	\$165.00	
	Overtime	\$279.00	\$82.50 (premium only)	\$247.50	
Software/Engineer	Doubletime	\$372.00	\$165.00 (premium only)	\$330.00	
	Straight Time	\$194.00	No Charge	\$174.00	
	Overtime	\$291.00	\$87.00 (premium only)	\$261.00	
	Doubletime	\$388.00	\$174.00 (premium only)	\$348.00	

Normal Hours of Service (Central Time)

Service Electrician	Monday through Friday, except holidays	7:00am to 3:30pm
Software/Engineer	Monday through Thursday, except holidays Friday, except holidays	8:00am to 5:00pm 8:00am to 3:30pm (until 5:00pm if started before 3:30pm)

Only emergency service work will be scheduled after 3:30pm on Fridays.

Premium Service

Unless included in Service Agreement, Premium Charges (Overtime or Doubletime) will be billed for any work or phone support done outside of defined Normal Hours of Service.

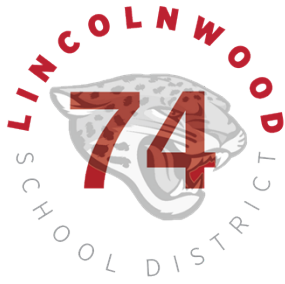
- Overtime charges (time and a half) apply outside normal hours of service (unless subject to Doubletime).
- Doubletime charges apply after 3:30pm Saturday through 7:00am Monday and all day on Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day).

Minimum Billing	T&M Customers		Service Agreement Customers			
	On-Site	Phone Support	Covered by Service Agreement		Not Covered by Service Agreement	
	On-Site	Phone Support	On-Site	Phone Support	On-Site	Phone support
Work done during Normal Hours	•4 hr. min. at Straight Time	•2 hr. min. at Straight Time	•No Charge	•No Charge	•2 hr min at Additional Services Straight time rates	•2 hr min at Additional Services Straight time rates
Work done outside Normal Hours	•4 hr. min. at Premium Rates	•2 hr. min. at Premium rates	•4 hr. min. of Premium portion only	•2 hr. min. of Premium portion only	• 4 hr. min. at Additional Services Premium rates	• 2 hr. min. at Additional Services Premium rates

- Phone support is defined as CEC personnel researching and/or solving the issue by phone, modem, internet or any other remote-access method (i.e. not requiring an on-site visit).
- Time in excess of minimums is billed in half-hour increments.

Monitoring Service

The initial call to the customer after receiving an alarm is not billable. If service work or additional phone support is requested, billings are determined based on additional coverage included in customer's Service Agreement.



Executive Summary Facilities Committee Meeting

DATE: November 15, 2022

TOPIC: Tennant Sales & Service Company's Planned Maintenance Program/*Pay as You Go* Agreement

PREPARED BY: Jim Caldwell / Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The District purchased new custodial equipment in June 2021 and January 2022. In order to properly maintain the equipment, Tennant recommends quarterly inspections and service, if needed. The attached *Pay as You Go* Agreement offers an hourly rate savings for SD74. The District's Legal Counsel found this Agreement to be acceptable and prepared an amendment which Tennant was willing to accept.

Fiscal Impact:

\$116 per hour for preventative maintenance instead of \$146 per hour

Recommendation:

The Facilities Committee concurs with the Administration to recommend to the Board of Education to accept this Agreement with the Amendment from Tennant Sales and Service Company's Planned Maintenance Program for *Pay as You Go* rates in the amount of \$116 per hour.



Cust # Sold To: _____

Cust # Ship To: _____

TENNANT PAY AS YOU GO AGREEMENT

By signing up under Tennant Sales and Service Company's Planned Maintenance Program, you will benefit by receiving the PM labor rate stated below for all work performed on the Equipment specified below. This lower rate applies to both scheduled PM work and any additional repairs between scheduled visits on the equipment specified within this agreement. Additional service beyond Planned Maintenance will be performed only upon verbal or written authorization. To qualify for this labor rate, each machine must be scheduled in advance for planned maintenance service at least two times per year. Your Tennant representative can help you determine how often your machine should be serviced. Travel costs to your place of business will be assessed as either a flat trip charge or hourly Portal rate per visit, as specified below.

PM Labor Rate: _____

Regular Labor Rate: _____

Site Visit: _____

(Portal or Trip Charge) (Circle one)

Parts and shop supplies, will be billed to you at current list price, less any applicable discounts or you may furnish your own. Payment Terms: Net 30 days. Labor rate and site visit are subject to change. All service is subject to the warranties, terms and conditions for Service found at www.tennantco.com/terms.

This agreement may be canceled by either party upon 60 days written notice.

Billing Address

Company Name _____

Street Address _____

City, State, Zip _____

Contact Name _____ Phone Number: _____

Machine Address

Company Name _____

Street Address _____

City, State, Zip _____

Contact Name _____ Phone Number: _____

Email: _____

PO: _____ Signature: _____

Special Instructions: _____

Machine Information

Model Number
M20

Serial Number
12345

Call Schedule
Jan, Apr, Jul, Oct

(example 4x a year)

First Visit: _____

Completed by: Sales _____ Service _____ Distributor _____

Completed by Name: _____

Distributor Company: _____ Phone Number: _____

**Lincolnwood School District 74 Tennant and Nobles by Tennant Co.
Equipment Serial Numbers**

Floor scrubber -----SN: 900733-11021109 (LH)

Carpet Extractor-----SN: 900687-10628312 M: 1630 (LH)

Vacuum Carpet Extractor—SN: 608808-10418651 (LH)

Wet/Dry Vacuum-----SN: 1245656-0000008164

Model: V-WD-24 (LH)

Floor Scrubber-----SN: T350-11023773 Model: T350 (LH) Floor

Scrubber-----SN: 900733-11021497 (RH)

Wet/Dry Vacuum-----SN: 1245656-0000008161 (RH) Vacuum

Upright-----SN: 20D0784441 Model-V-SMU-14 (RH) Vacuum

Upright-----SN: 20D0784449 Model-V-SMU-14 (RH) Hallway

Vacuum-----SN: 608577-10423659 (RH)

Model: Magna Twin 3000

Carpet Extractor-----SN: 900419-301391 Model: E5 (RH) Floor

Scrubber-----SN: 900733-110211498 (TH)

Wet/Dry Vacuum-----SN: 1245656-0000008158 (TH)

Carpet Extractor-----SN: 900419-30139170 M: E5 (TH) Backpack

Vacuum-----SN: 22A 2601868 M: V-BP-6B Backpack

Vacuum-----SN: 22A 2601914 M: V-BP-6B

Backpack Vacuum-----SN: 22A 2601910 M: V-BP-6B

Backpack Vacuum-----SN: 22A 2601963 M: V-BP-6B



TENNANT SALES AND SERVICE COMPANY GENERAL TERMS & CONDITIONS (SERVICE)

These Service Terms and Conditions together with any Service Plan entered into by Customer (collectively the "Agreement") govern the purchase of maintenance or repair services for specified equipment ("Equipment") by Customer from Tennant Sales and Service Company, a Minnesota corporation ("Tennant"). Terms of sale for Tennant's product offerings may be found at tennantco.com.

1. Construction. If Customer has entered into a separate written Service Plan, such Service Plan shall be construed together with these terms, however, the terms of such Service Plan shall prevail if in actual conflict with these terms. TENNANT EXPRESSLY CONDITIONS ITS OBLIGATION TO PERFORM ON CUSTOMER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

2. Inconsistent Terms. The terms of this Agreement, together with the terms of the Service Plan, if any, supersede all inconsistent terms and conditions in documentation submitted by Customer to Tennant.

3. Tennant Responsibilities. Tennant will service the Equipment as required by the Service Plan or as requested by Customer, extraordinary wear and tear excepted, subject to Customer's compliance with this Agreement and the following conditions:

- A. All maintenance services shall be performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.
- B. Tennant will provide replacement parts that are new or equal to new in performance.
- C. Tennant will service the Equipment at Customer's facility. If, in Tennant's judgment, repair at Customer's facility is not practical, Tennant may in its sole discretion elect to repair the equipment off-site.

4. Customer Responsibilities. Customer is responsible for performing routine maintenance services according to procedures described in the Equipment Operator and Maintenance manuals. The Equipment will be used, maintained, and stored properly, cleaned regularly, operated within the limits recommended in the operator's manual and operated only by Customer's trained and authorized employees. Customer will provide Tennant with the Equipment properly drained, cleaned and ready for service and appropriate space and facilities at Customer's location to allow safe and proper performance of the services.

5. Payment Terms. Payment terms are net thirty (30) days, from date of invoice. All charges are exclusive of federal, state, municipal, or other government excise, sales, use or occupational taxes. Customer will pay all costs of collection including reasonable attorneys' fees and costs. Customer has no rights of set-off.

6. Intellectual Property. All intellectual property in goods and services provided by Tennant is the sole and exclusive property

of Tennant. No intellectual property rights in goods or services are assigned, licensed or transferred hereunder.

7. Limitation of Liability.

- A. Tennant is not responsible for (a) injury to persons or property except to the extent such injury is the result of Tennant's negligence or intentional misconduct; (b) incidental or consequential damages arising out of Tennant acts, omissions, performance or nonperformance hereunder; or (c) any damages or injuries caused by Customer's failure to comply with applicable laws, regulations, or statutes relating to safety, health, or the environment.
- B. Tennant's total liability arising out of the provision of services, whether in contract, tort (including negligence), strict liability or otherwise shall not in any case exceed the cost of the services for which any claim is made.
- C. In no case shall Tennant be liable to Customer or any third party for any punitive or special damages.

8. Indemnification. Tennant shall indemnify, defend and hold Customer harmless from and against any claim, demand, cause of action or liability for direct damage to the extent arising from Tennant's negligence or intentional misconduct in connection with its provision of services to Customer, subject to the limitations noted in Section 7.

9. Insurance. Tennant shall maintain Workers' Compensation coverage required by law with respect to its employees working on Customer's premises. Tennant further maintains liability coverage in amounts commensurate with standard industry practice.

10. Warranty.

- A. The warranties provided in this Section 10 are exclusive and are given and accepted in lieu of any and all other warranties express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
- B. Service Labor performed by a Tennant service representative is warranted for thirty (30) days from the date the repairs are completed. This warranty does not cover work performed by any service company other than Tennant, and is restricted to the operation or component for which a claim is made. This warranty does not apply to temporary repairs such as seal replacements on hydraulic components, or those not recommended by Tennant.
- C. Repair Parts supplied by Tennant are warranted against defects for a period of ninety (90) days from the date the repairs are completed, excluding batteries. Batteries supplied by Tennant are warranted at replacement cost prorated for the time remaining in the warranty period. The warranty period for Lithium-Ion and Lead-Acid batteries is twelve (12) months from the date the repairs are completed. The warranty period for AGM and Gel batteries is (90) days from the date the repairs are completed. Labor and travel for repair parts installed by Tennant are warranted for thirty (30) days from the date the original repairs are completed.

11. **Force Majeure.** Tennant will not be responsible for failure to render services due to reasons beyond its reasonable control, including but not limited to acts of God, fire, flood, labor disputes, insurrection, war, or terrorism.

12. **Choice of Law; Disputes.** The validity, performance, construction and effect of this Agreement shall be governed by and construed under the laws of the State of Minnesota and the United States of America, without giving effect to the principles of conflict of laws. This Agreement expressly excludes the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Tennant and Customer agree to make a good faith attempt to settle any dispute arising under this Agreement. To the extent they are unable to resolve a dispute informally, the parties agree to make a good faith attempt to resolve the dispute by mediation in Minneapolis, Minnesota. If such mediation fails to resolve the dispute, the parties agree to arbitrate in Minneapolis, Minnesota pursuant to the Optional Expedited Arbitration Procedures of JAMS.

13. **Assignment.** This Agreement is not assignable without the prior written consent of Tennant. Assignment without such consent is void.

14. **No Waiver.** Either party's failure to enforce any term or condition in this Agreement shall not be construed as a waiver of any right available to either party hereunder.

15. **Severability.** If any provision of this agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.

16. **Legal Compliance.** Tennant and Customer shall comply with all applicable federal, state and local laws, including, without limitation, the United States Foreign Corrupt Practices Act and Executive Orders 11246 and 13201.

17. **Ethics Compliance.** Tennant strives to conduct business in accordance with the principles in our Business Ethics Guide, available at tenantco.com. If you believe that Tennant has not lived up to these principles, you can anonymously report your concerns by using a toll-free hotline: 1-877-774-6504.

18. **Contacts.** For all inquiries, call Tennant Customer Service at 800-553-8033, or email to info@tenantco.com or write to the following address: Tennant Sales and Service Company, 701 North Lilac Drive, P.O. Box 1452, Minneapolis, MN 55440, Attn: Tennant Customer Service.

**AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74 AND TENNANT**

This Amendment is entered into as of October 6, 2022, by and between the Board of Education of Lincolnwood School District No. 74 (“School District”) and Tennant Sales and Service Company (“Tennant”) pursuant to the Tennant Pay As You Go Agreement, a copy of which is attached hereto, and the General Terms & Conditions (collectively, the “Agreement”), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions.** This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. Tennant shall not materially modify or amend the Agreement (see https://www.tennantco.com/en_us/general-policies/terms-of-service.html) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal.** The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require a written agreement signed by both parties hereto.

3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Tennant prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Tennant acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act.

4. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions. Venue for all actions between the parties shall lie solely in the Circuit Court of Cook County, Illinois. Tennant hereby agrees to this exclusive venue, to personal

jurisdiction of this court, and to service of process in accordance with its rules of civil procedure, and Tennant waives any objection that this venue is not convenient. Any references to binding arbitration shall be deleted from the Agreement.

5. **Authority to Execute.** Each signatory hereto represents and warrants that he or she has the proper corporate authority to execute this Amendment and bind his or her entity to the terms and conditions hereof.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the Parties on the date set forth above.

**BOARD OF EDUCATION OF
LINCOLNWOOD SCHOOL DISTRICT 74**

**TENNANT SALES AND SERVICE
COMPANY**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Facilities Committee Meeting

DATE: November 15, 2022

TOPIC: District Facilities Update

PREPARED BY: Courtney Whited

Recommended for:

Action

Discussion

Information

Purpose/Background:

To provide the Facilities Committee an update on ongoing Districtwide project(s)

1. Administration is working with a window treatment vendor to secure a quote for the blinds that are planned for Summer 2023 installation.
2. Dr. John Venetos sent the District a Facilities Rental Application for use of the Lincoln Hall Gym during evenings from March 8-10 and all-day on Saturday, March 11, 2023. This request is for the AHEPA Bone Marrow Registry's Basketball Tournament Fundraiser.
3. A request to use Lincoln Hall rooms and outdoor facilities came in from KidzToPros for their Summer Camp 2023. The District has three programs booked this summer along with construction. The requestor was thanked for their interest in SD74 facilities and invited to check back again next year because they could not be accommodated this coming summer.
4. The District's John Deere tractor is showing signs of age and may need to be replaced in the next year.