



EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

FACILITIES COMMITTEE MEETING PACKET

WEDNESDAY, DECEMBER 19, 2018

5:30 P.M.

COMMUNITY MEETING ROOM



**EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
FACILITIES COMMITTEE
Wednesday, December 19, 2018
5:30 P.M.**

Evanston Public Library, 1703 Orrington Avenue, Board Room – 4th Floor

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. CITIZEN COMMENT

Not to exceed 15 minutes

3. NEW BUSINESS

- B. Wiss, Jenny, Elsner updated analysis (John Devaney)
- Siemens Building Automation yearly contract renewal (Action)
- Total Building Services Annual Agreement (Action)
- Main Library construction update
- Overview of the 2019 CIP
- Donated Outreach Bus update.
- Robert Crown Branch Library Project Update

4. ADJOURNMENT

The City of Evanston and the Evanston Public Library are committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the Library at 847-448-8650 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.



EVANSTON PUBLIC LIBRARY Building Reserve Analysis — 2018 Update

Evanston, Illinois



Revised Report

December 14, 2018

WJE No. 2018.1775

Prepared for:
Evanston Public Library
1703 Orrington Avenue
Evanston, Illinois 60201

Prepared by:
Wiss, Janney, Elstner Associates, Inc.
330 Pfingsten Road
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847.272.7400

In association with:
dbHMS
303 West Erie Street, Suite 510
Chicago, Illinois 60654
312.915.0557



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EVANSTON PUBLIC LIBRARY— 2018 UPDATE

Building Reserve Analysis

Evanston, Illinois

FOREWORD TO THE 2018 UPDATE

This updated Building Reserve Analysis has been prepared by Wiss, Janney, Elstner Associates, Inc. (WJE) on behalf of the Evanston Public Library, to guide capital improvements over the next five years (2019 to 2023). It updates and supersedes our previous final report dated December 20, 2013. For ease of reference, the background, description, existing conditions, and figures from the 2013 report are included herein. The existing conditions and figures have been revised to delete those items that have been addressed in 2014–2018; only the unaddressed items remain in the current report, although the original item numbering has been maintained. Minor edits in these sections as necessary to provide updated information are formatted as **bold underscore** text. The Recommendations portion of each section of the report have been revised to reflect projects already completed and remaining recommended items. The numbering of the recommended items is consistent with the 2013 report. Tables 2 and 3 for the main building have been revised, incorporating updated pricing information and updated prioritization of scope items. For the north branch, Table 2 has been updated, but phased budgets are not provided, given the small number of items needed in the short term for this building. Table 1, the itemized list of building components, has been omitted from this revised report for both buildings. Among the completed work, repairs to the parking garage of the main library were designed by WJE; other professional firms designed other repair and renovation projects.

BACKGROUND AND PROJECT SCOPE

The Main Evanston Public Library, located at 1703 Orrington Avenue, was designed by Joseph Powell Architect with Nagle, Hartray & Associates, Ltd., as Architect of Record and opened in October 1994, replacing the previous 1961 library building on the site. The North Branch of the Evanston Public Library is located at 2022–2026 Central Street. This building was constructed in 1937 and modified in 1952 to serve as a branch library. The interior was renovated in 1984 **and most recently in 2017**. In 2013, the Library issued Request for Proposal 13-46 for the performance of a Building Reserve Analysis for both library buildings.

The purpose of the Building Reserve Analysis is to develop a comprehensive condition assessment report for each building, including recommendations for facility renovations and maintenance, estimated costs for recommended repairs, and phasing plans for project implementation. In accordance with our proposal dated June 28, 2013, Wiss, Janney, Elstner Associates, Inc. (WJE) and our subconsultant dbHMS have reviewed relevant documents provided to us, performed an on-site visual inspection of select building components, and reviewed public spaces for compliance with the Americans with Disabilities Act (ADA). Our observations were initially provided in our Phase I report dated October 25, 2013, and are incorporated herein. In Phase II of the project, we have developed recommendations based on our observations and estimated annual reserve budgets projected over a ten year period.

The following narrative is organized in two sections, which separately address the exterior walls; roofing; windows and doors; interiors; accessibility; fire protection, HVAC, building management, plumbing, electrical, and fire alarm systems; and site features of the Main Library and the North Branch.

MAIN LIBRARY

The Main Library has approximately 120,000 square feet divided among four floors and a basement; the building is approximately 60 feet high from grade to the top of the main parapet wall. The majority of the basement level consists of a parking garage. At the south facade is a clock tower that rises 30 feet higher than the main roof parapet. In plan, the building is essentially rectangular, with projections on the southeast and the northwest. The library includes flat roofs on multiple levels and a standing seam metal barrel vault roof covering the collections area at the southwest corner of the building.

The facades are clad in brick with cast stone ornament and copings and large aluminum framed windows and entrance doors. The main entrance is located on Church Street near the center of the south facade, to the east of the clock tower. A secondary entrance is located on the east exterior wall. The north exterior wall includes the service area and an entrance to the basement-level parking garage. Along Orrington Avenue, the west exterior wall includes a curved roof form and two sheet metal sculptures at the fourth floor setback roof.

Since the Main Library opened to the public in October 1994, the only major renovation involved remodeling of the west half of the first floor to serve as an enlarged children's area, and the creation of a dedicated space for teenagers at the northeast corner of the third floor. These renovations were completed in 2007. **The basement-level parking garage was repaired and renovated in two phases in 2016 and 2017. Schematic designs for a substantial interior renovation of the Main Library has been developed, but this project has not yet been funded.**

The project team received the following documents pertinent to the Main Library for review as part of this project:

- 100 Percent Construction Document drawings by Joseph Powell Architect with Nagle, Hartray & Associates, Ltd., dated June 2, 1993
- Cast Stone Shop Drawings by Dallas Cast Stone Co., Inc., dated September 14, 1993
- Cast Stone Shop Drawings by Dallas Cast Stone Co., Inc., dated November 19, 1993 (revised)
- Cast Stone Coping Repair proposal by Weathershield, dated July 23, 2013
- Electrical Equipment Test Report by Schneider Electric, dated December 14, 2012
- Com Ed statement issued December 10, 2010
- Com Ed statements for the period January 2012 through December 2012
- Carrier Nu-Fin Coils product data sheet
- Primer Pump Repair proposal by Metropolitan Pump Company, dated August 26, 2013
- Schindler Elevator Corporation, various repair proposals dated July 22, 2013, including door operator replacement, hydraulic oil cooler installation, submersible power unit replacement, and solid state linestarter/soft start replacement.

Exterior Walls

Description

The exterior walls of the Main Library of the Evanston Public Library are composed of brick masonry units with cast stone ornament and coping units. The brick masonry units are Norman brick laid in a one-third running bond pattern. Norman brick units are 11-5/8-inches long, 2-1/4-inches tall, and 3-5/8-inches deep. Approximately 38,000 square feet of red brick masonry comprise the majority of the exterior walls on the structure and site walls. Brick joints are pointed with mortar, with bed joints struck to a V-groove profile. In addition, cast stone features, including watertables (continuous projecting masonry bands), window sills and lintels, decorative cladding, and coping units, are present throughout the exterior of the building, for a total of approximately 4,500 square feet of exposed surface area. Most joints between cast stone units are pointed with mortar, but sealant is used at joints between coping units. As shown on the original drawings, the typical wall construction from exterior to interior includes the 4 inch nominal thickness brick or cast stone veneer; a 1 inch drainage cavity; 1 inch of rigid insulation; 6 inch nominal thickness concrete masonry; light gauge steel studs; and interior gypsum board finish. Membrane through-wall flashings are provided at relieving angles, window sills, and window and door lintels; these flashings function to direct any moisture within the wall cavity to the exterior and protect the materials below the flashing. Similar membrane flashings are not indicated to be used below the cast stone coping units; therefore, any moisture that enters through open joints or cracks in the coping will enter the wall system.

In addition to the brick masonry and cast stone, the north facade includes approximately 650 square feet of exposed structural concrete and approximately 290 square feet of concrete masonry unit exterior walls at the entrance to the below grade parking garage. There are approximately 3,225 linear feet of vertical expansion joints with elastomeric sealant throughout the masonry facade.

Rafters, beams, and seven exposed painted steel columns comprising approximately 1,000 square feet of surface area are present above the cast stone decoration on the south exterior wall. In isolated locations on the south and east sides, metal sun shading devices are anchored to the exterior masonry wall. Other attachments include the clock on the west facade and the flagpole on the south facade of the tower. An approximately 1,300 square foot metal panel sound attenuation wall conceals chiller units located on the main roof. The joints between these panels are sealed with sealant; however, due to the placement of the panels above the roof surface, joint sealant is not required at these panels. Also, the doors at the east entrance through the sound attenuation wall have been previously removed.

Above the recessed basement-level garage entrance, there is a painted gypsum board soffit. A similar soffit is present above a group of recessed windows on the south facade.

Existing Conditions

- 04-03. Surface corrosion was observed on the structural steel framing that supports the metal panel sound attenuation wall at the roof level chiller enclosure (Figure 1). At other areas, the paint coating on the structural steel members was chalked or missing.
- 04-10. Peeling paint was observed on the gypsum board soffit at recessed window openings on the south exterior wall.

Recommendations

Completed Work, 2014–2018

- 04-01. Cast stone parapets were repaired, joints were resealed, several damaged cast stone units were replaced, and an elastomeric coating was applied to top and roof-facing back sides.
- 04-02. In 2018, the exterior structural steel columns at the south elevation were repainted.
- 04-04. Expansion joints in the facade have been resealed.
- 04-05. In 2017, localized repointing of open joints between cast stone units was completed.
- 04-06. In 2017, individual damaged cast stone units were repaired.
- 04-07. In 2017, a clear, penetrating water-repellant sealer was applied to cast stone on the facades.
- 04-08. The missing marker for the clock on the tower has been replaced. A new clockwork mechanism, lights, and electronics has been ordered and is scheduled to be installed in early 2019.
- 04-09. As part of recent masonry facade work, efflorescence was cleaned from the facade.
- 04-10. As part of work on the parking garage, the exterior soffit was repainted. (Other areas remain to be completed, as noted below.)
- 04-11. In 2018, the north concrete basement wall was recoated with an elastomeric coating.
- 04-12. As part of recent masonry facade work, protruding portions of membrane flashing were cut flush with the wall surface.

High Priority Items (Next 1 to 2 Years)

- 04-03. The exposed structural steel framing that supports the metal panel sound attenuation wall should be repainted. The surface should be prepared to remove corrosion, and the steel should be primed and painted.

Medium Priority Items (Next 3 to 5 Years)

- 04-10. At the south facade, the exterior soffits should be repainted to maintain a uniform protective coating and improve aesthetics.

Low Priority Items (Next 6 to 10+ Years)

- No specific work items. Continue to monitor the performance of the brick and cast stone masonry, and address breaches or other failures in sealant joints as necessary.

2013 Photographs



Figure 1. Corrosion on the surface of the structural steel supporting the sound attenuation wall.

Roofing

Description

The roof at the Main Library is divided into eleven primary sections, with additional small roofed areas located in facade recesses on the south exterior wall. The majority of the roof areas (approximately 19,500 square feet) are low-sloped roofs covered in built-up roofing with rock ballast. According to the original drawings, the concrete structural roof deck is flat and is overlaid with a sloped concrete fill to provide slope for drainage. The roof membrane is wrapped up the back face of the parapet wall, and the top edge of the membrane flashing is protected by a surface-mounted galvanized steel counterflashing. Although the drawings indicate that the counterflashing was to be terminated into the bed joint under the cast stone coping, as installed the counterflashing is anchored into cast stone units, covering the bed joints. Approximately 1,500 linear feet of galvanized steel counterflashing are installed at the library. Most roof areas observed include at least two internal roof drains, with large roof areas including up to eleven drains. One exception is the low-sloped roof area over the mechanical penthouse, which drains to a lower roof via a gutter and downspout system.

The main roof includes bent eye-bolt anchors, referred to as “davits” on the original drawings, which were likely intended to serve as tie-backs for window washing and exterior wall maintenance. The detail for this item is shown on sheet A511 of the original architectural drawings. Each anchor consists of a 3/4 inch diameter eyebolt embedded into the concrete roof slab.

At the southwest of the building there is an approximately 8,500 square foot standing seam metal barrel vault roof oriented on an east-west axis. The wood roof deck is exposed at the undersides of the vaulted roof overhang on the south and west sides. The vaulted roof drains to gutters located along the north and south. At the north side, the hanging metal gutter has three downspouts that discharge onto the adjacent low-sloped main roof. The south built-in gutter includes a heat trace system. The south gutter drains to two downspouts, one at either end. These downspouts discharge onto small balcony roofs at the third floor level, located under the roof overhang. Overflow scuppers were not observed at these small balcony roofs, and the architectural and plumbing drawings only show a single 4 inch drain in this location. At the other similar balcony roofs along the south wall of the third floor reading room, single 3 inch drains and no overflow provisions are shown on the original drawings. Altogether, there are eight balcony roofs under the vaulted roof, and two additional balcony roofs on the east portion of the south exterior wall. The small balcony roofs are each approximately 40 square feet in plan. The condition of the roof membrane and drainage at the small balcony roofs was not observable, since wood blocking and gravel-filled planter boxes were present at each small balcony roof.

Existing Conditions

- 07-07. The existing heat trace in the standing seam metal roof gutter is non-functional.
- 07-09. At one location near the northwest corner, the standing seam metal roof was loose and not well fastened to the roof deck. This location could be susceptible to wind-induced uplift forces. **Also, approximately four locations of leakage have been reported at the standing seam metal roof during heavy wind-driven rains.**
- 07-10. Small balconies, including those onto which downspouts drain from the barrel vault roof, do not include overflow scuppers or secondary roof drains. If the primary roof drain becomes blocked, the water will not have a drainage path.
- 07-14. The existing roof in the low-sloped roof areas is original to the building and was constructed in 1994. Cracking was observed on the surface of the built up roof perimeter flashing throughout the low-

sloped roof areas (Figure 2). Within the next ten years the roof will be nearing the end of its service life.

- 07-15. The height of the existing roof tie-back anchors above the roof structural deck varies greatly. The height from the roof to the anchor may influence the anchor's ability to properly support the required load. The relevant OSHA requirements vary somewhat depending on whether the anchor is to be used for personal safety lifeline tie-backs or for equipment tie-back; however, to be reliable tie-backs, the anchors would need to provide 5,000 lbs. ultimate capacity. Also, it is required that these types of anchors be tested when first installed and then inspected visually at least once a year. No record has been located for any testing of the anchors upon their installation in 1994 or any subsequent visual inspection.

Recommendations

Completed Work, 2014–2018

- 07-03. As part of the cast stone coping work, the roof counterflashing was resealed.
- 07-04. As part of the cast stone coping work, loose portions of the roof counterflashing were reattached.
- 07-05. As part of the cast stone coping work, corroded sections of counterflashing were replaced with new galvanized sheet metal.
- 07-10a. The planter boxes and wood blocking have been removed from the small balcony roofs.
- 07-11. Sealant was installed at the gap between the west curtain wall and the underside of the vaulted roof in 2018.
- 07-12. As part of 2018 facade work, the exposed exterior wood roof deck under the standing seam roof was reportedly recoated.
- 07-13. The sculpture on the west facade was cleaned in 2018.

Minor Items to be Implemented by Facilities Staff

- 07-01. All roof areas should continue to be monitored for signs of leakage or deterioration. As part of annual roof maintenance, perform the following work:
 - Isolated leaks should be repaired as they occur.
 - Where present near the drains or in locations obstructing water flow to drains, moss growth should be removed from the flat membrane roof.
 - Debris should be cleaned from the gutters at the standing seam metal roof.
 - Any minor breaches in the gutter seams should be resealed.

High Priority Items (Next 1 to 2 Years)

- 07-07. The non-functional heat trace in the standing seam metal roof should be replaced to mitigate the potential for ice damming in this gutter.

Medium Priority Items (Next 3 to 5 Years)

- 07-09. The standing seam metal roof appears to still be in good condition, but localized repairs are needed to address a few locations of loose anchorage and to address the sources of active leakage. Further documentation and/or water testing is needed to confirm the locations and pathways of existing water infiltration prior to developing repairs.

Low Priority Items (Next 6 to 10+ Years)

- 07-10b. Consideration should be given to installing through-wall overflow scuppers at the two small roofs where the downspouts for the south side gutter of the barrel vaulted roof discharge. The

through-wall scuppers would serve as a secondary source of drainage if the primary drains become blocked.

- 07-14. Near the end of the five year projection for this plan, replacement of all membrane roofing may be required.
- 07-15. Since the tieback anchors at the roof have not been used, consideration could be given to removing these anchors entirely when the building is re-roofed.

2013 Photographs



Figure 2. Cracking on the surface of the upturned roofing

Windows and Doors

Description

Aluminum framed windows, doors, and storefront systems comprise the majority of the fenestration. Aluminum framed storefronts are located at the public entrances on the south and east exterior walls and within the parking garage. An aluminum framed staff entrance door is located on the north exterior wall. The majority of the windows are single story in height; however, multiple story openings are located on the west and south exterior walls. Fenestration on the west exterior wall includes the glazed area on the third floor reading room under the curve of the roof. All of the exterior glass consists of insulating glazing units, for a total of approximately 9,000 square feet of glazing.

There are also two hollow steel fire exit doors on the north exterior wall at the east and west stair towers; two overhead steel-clad panel doors at the loading dock; and two overhead panel doors for the basement-level parking garage. Louvers are present on the north exterior wall at the fourth level; the louvers have an area of approximately 325 square feet. These louvers are fresh air intake grilles for the mechanical system.

The perimeter of each window and door opening is sealed with elastomeric sealant where it abuts adjacent building materials, for a total of 4,050 linear feet of joint sealant.

Existing Conditions

- 08-01. Some window mullion snap covers are displaced downward on the east and south exterior walls (Figure 3). The misalignment may interfere with the intended secondary drainage of the window system.
- 08-06. The exterior maintenance doors at the rooftop chiller sound attenuation wall were removed previously. Noise from the rooftop equipment has not been an issue.

Recommendations

Completed Work, 2014–2018

- 08-02. The emergency exit doors were replaced.
- 08-03. In 2018, the loading dock doors were replaced.
- 08-04. In 2018, replacement of the primary entrance doors at the south and east is under contract. Shop drawings are currently being developed, and installation is scheduled for 2019.
- 08-05. Replacement of window perimeter sealant was completed as part of the masonry facade repair work.
- 08-06. This item is deleted from the scope. The doors at the chiller sound attenuation wall were removed several years ago, and noise from the rooftop equipment has not been an issue. Therefore, installation of new doors is not necessary.
- 08-07. The garage entrance doors and controllers were replaced during the 2017 project.

Minor Items to be Implemented by Facilities Staff

- 08-01. When observed, any displaced window components should be gently tapped with a rubber mallet to return them to their original alignment. This will help ensure that the intended secondary drainage pathways in the window system design are functional.

Low Priority Items (Next 6 to 10+ Years)

- Continue to monitor the performance of the window perimeter sealant, and address breaches or other failures in sealant joints as necessary.

2013 Photographs



Figure 3. A window mullion on the east facade that has shifted downward.

Interiors

Description

The interior of the library includes public and private spaces as well as equipment and service areas. Parking, storage, and equipment areas are located in the basement. The first level houses collections areas, including the children's section, service desk area, restrooms, receiving area and offices, meeting rooms, and circulation spaces. The second level includes large collection spaces, a service area, restrooms, work rooms, and circulation spaces. The third level is similar to the second and includes the periodicals area. Office spaces, staff services, storage, and mechanical rooms are located on the fourth level. Also at the fourth level is an area open to below; this area is located above the reading room at the southwest corner of the building.

Typical interior finishes on the first through fourth levels include carpet (approximately 79,000 square feet), sheet vinyl flooring (approximately 2,250 square feet), and terrazzo (approximately 9,350 square feet); wood or rubber base (approximately 2,350 linear feet of wood and 5,400 linear feet of rubber); painted plaster or gypsum board walls (approximately 128,500 square feet); decorative wood trim; and painted gypsum board ceiling (approximately 6,100 square feet) or suspended acoustic tile ceilings (approximately 78,900 square feet). Back of house and garage areas include approximately 30,000 square feet of concrete floors and exposed painted concrete and concrete masonry walls. Specialty items such as aluminum corner guards are located in high-traffic and impact prone areas.

Most of these finishes are original to the construction of the building; new carpeting was installed and walls were repainted in the first floor children's area and third floor teen area as part of the 2007 renovation of these spaces. Also, certain areas such as the first floor lobby have been repainted this year. Also, the gypsum board cladding and batt insulation along the north wall of the water service room in the basement level was affected by biological growth and was removed this year.

Existing Conditions

- 09-03. Protective metal corner guards have been added to several walls in high-traffic areas; however, the guards as installed do not extend to the floors and; therefore, the baseboards are not protected from impact (Figure 4).
- 09-04. At many locations, the rubber wall base is split and detached from the wall, particularly in high-traffic areas.
- 09-05. Most areas of carpet are worn, discolored, and nearing the end of their serviceable life (Figure 5).
- 09-06. An open horizontal crack was observed in the non-structural concrete masonry wall at the east wall of the fourth floor boiler room (Figure 6). This crack may indicate movement of the wall or floor system. Per the original drawings, the floor system in this area is a 12 inch thick two-way reinforced concrete slab. The partition wall itself is a non-structural 6 inch thick wall located 28 inches west of column line 3.
- 09-07. Discoloration and dirt is present on acoustic ceiling tiles surrounding air supply and return vents (Figure 7).
- 09-08. General surface wear and markings were observed at many of the gypsum board and plaster wall finishes.
- 09-11. In 2013, moisture-damaged original gypsum board and batt insulation finishes were removed from the north wall of the water service room at the basement level. The concrete masonry structural wall was left exposed.

- 09-12. Toilet partitions are worn and stained.

Recommendations

Many of the recommended interior repair items are expected to be addressed during the proposed major interior renovation. A detailed scope and budget for this project have been prepared by others. Therefore, many of the maintenance and repair items recommended in 2013 are expected to be deferred until addressed by the major renovation project, as noted below. These deferred items have been deleted from the budget tables included in this report.

Completed Work, 2014–2018

- 09-01. Floor drains and cleanouts in the garage were replaced in 2016.
- 09-02. Garage drainage was corrected in 2016, and the entrance doors to the fire exit stairwells were replaced.
- 09-09. Cracks in the concrete garage floor were address in the 2017 work.
- 09-10. The garage floor was coated with an elastomeric membrane in 2017.
- 09-11. The water service room in the basement has remained at an appropriate temperature despite the removal in 2013 of the previous gypsum board finish and batt insulation on the outside wall. Therefore, this item (installation of new insulation and wall finish) is deleted from the scope.
- 09-12a. Toilet partitions were replaced on the first and second floors.

Deferred Indefinitely Pending Major Renovation Project

- 09-03. Metal corner guards.
- 09-04. Rubber base.
- 09-05. Carpet.
- 09-07. Ceiling tile.
- 09-08. Gypsum board walls and ceilings.

Minor Items to be Implemented by Facilities Staff

- 09-06. The cracked non-structural concrete masonry partition wall located in the boiler room should continue to be monitored over time. A crack gauge installed in the boiler room shows no additional displacement as of 2018.

High Priority Items (Next 1 to 2 Years)

- 09-13. Pending future major renovation, selective repainting of gypsum board walls in high-traffic public areas is recommended, to maintain the interior in good condition. Existing finish colors should be matched.
- 09-12b. Toilet room partitions in public restrooms should be replaced. The first and second floors have been completed; the third and fourth floors remain to be done.

2013 Photographs



Figure 4. Sheet metal corner guard does not extend to the baseboard. The baseboard in this location has been repaired with duct tape.



Figure 5. Typical worn and stained condition of carpeting, second floor near service desk.



Figure 6. Open crack in the concrete masonry wall between the fourth floor mechanical and air handling rooms.



Figure 7. Dirt present on tile adjacent to a ceiling vent.

Accessibility

Description

The drawings provided for review do not indicate the codes referenced as the basis of design; however, the 1991 ADA Standards for Accessible Design would have been in effect at the time of the library's design.

The library incorporates accessibility into the site, hallways, and circulation spaces through the presence of designated parking spaces, entrance ramps, automated door openers, elevators, handrails, tactile strips at stairs, and accessible service counters. In addition, accessible restrooms and drinking fountains are provided. As part of this assessment, WJE performed a brief review of the typical accessibility accommodations of public spaces for compliance. The accessible design was determined to be generally compliant with current standards at all areas reviewed. One exception occurs at locations where movable furniture such as kiosks blocks the clear travel paths in book stack locations. This can be resolved by modifying the furniture layout to provide a 30 inch minimum clear straight travel path or larger area for a right angle turn. If work is performed at the locations mentioned below in the future, some modifications to enhance universal accessibility may be desired.

Existing Conditions

Although not required by the code unless major renovations are implemented, the following observed items could be modified if the library desires to meet present-day accessibility standards.

- 10-01. Movable furniture was observed to obstruct some aisles and not allow for a minimum 30 inches of clearance at all locations (Figure 8).
- 10-04. Handrail extensions do not always return to a wall, guard, or landing surface (Figure 9).

Recommendations

Completed Work, 2014–2018

- 10-02. The elevator door closing delay has been adjusted to meet current code criteria.
- 10-03. Power-assisted doors have been adjusted to ensure proper hold-open time and position.

Minor Items to be Implemented by Facilities Staff

- 10-01. Furniture in the book stack areas should be rearranged provide a minimum of 30 inches clearance at all locations.

Low Priority Items (Next 6 to 10+ Years)

- 10-04. Wherever existing handrails are affected by other renovation work, they should be modified so that extensions return to a wall, guard, or landing surface.

2013 Photographs



Figure 8. Clear travel path between bookshelves and other furnishings or fixtures should be 30 inches minimum.



Figure 9. Existing hand rail extends beyond the bottom riser and stops abruptly. The 2010 ADA standards require that the handrail return horizontally to the wall surface at right.

Elevators

Description

This building has a total of three hydraulic elevators. Elevator 1 (passenger) serves floors one through four. Elevator 2 (freight/passenger) serves all building levels, basement through four, and includes front and back doors. Elevator 3 serves the parking garage and front lobby only, floors basement and one. All elevators are by Schindler and maintained by Schindler. Elevator rooms in the basement house elevator screw motors, oil tank, controllers, and disconnects.

Existing Conditions

- 14-03. The existing electromechanical linestarter is approaching the end of its useful life.

Recommendations

Completed Work, 2014–2018

- 14-01. The elevator communication system has been upgraded.
- 14-02. Two hydraulic oil cooling systems have been installed for the elevators.
- 14-04. The elevator door operators have been replaced.
- 23-01. Exhaust fans have been installed to minimize heat build-up in the elevator equipment rooms.

High Priority Items (Next 1 to 2 Years)

- 14-03. The elevator controllers should be replaced.

Fire Protection System

Description

The fire sprinkler system consists of a combined water service to a fire pump and jockey pump serving the building with primarily wet sprinkler systems zoned per floor. The building has standpipes located in the stairwells. The loading dock is served by a dry valve located in the ground floor janitor closet. The basement is served by a dry valve located in the basement mechanical room. The fourth floor mechanical room/plenum air handler room is served by a dry valve located in the heated mechanical room.

Existing Conditions

The piping in the fourth floor mechanical/air handler room has corroded fittings and supports (Figure 10 and Figure 11). As noted in a previous inspection, none of the desiccant dryers are currently functional. The fire pump is original and has been regularly tested (Figure 13). The jockey pump has been replaced sometime since the original installation. The dry valves have been regularly tested, and the small system serving the loading dock has a replacement air compressor. Heads in finished spaces, in general, appear clean. Heads in mechanical spaces generally appear dusty (Figure 14). **Since the 2013 report was prepared, further deterioration of the dry sprinkler system has been observed, and replacement of the piping is now recommended.**

Potential replacement of sprinkler heads throughout the building has been discussed. Per the NFPA 25 standard, wet-system sprinkler heads require testing after the first 50 years of service life, then every 10 years thereafter. Only if this testing showed a problem with the sprinkler heads would replacement be required. Given the age of the building, the first round of testing is not required until the year 2043, beyond the time horizon of the present Building Reserve Analysis report.

Recommendations

Completed Work, 2014–2018

- 21-05. The fire pump coupling has been replaced with new metal coupling.

Cyclical Maintenance

- 21-01. Every five years, the dry sprinkler systems should be treated in place per the system inspection recommendations.
- 21-02. Pipe samples should be taken of the wet sprinkler pipe for analysis of life expectancy.
- 21-04. The drying medium in the desiccant dryers for all of the dry valves should be replaced. This item should be added to the regular maintenance of the dry system.

High Priority Items (Next 1 to 2 Years)

- 21-06a. During the next scheduled five-year maintenance service of the dry sprinkler system, the dry system piping, hangers, and supports at the fourth floor mechanical wing should be replaced.

Medium Priority Items (Next 3 to 5 Years)

- 21-03. The existing jockey pump has at most ten years of remaining service life. It should be replaced with a higher quality unit for longer service life.
- 21-07. The larger and smaller dry valve air compressors will likely require replacement in the next five to ten years.

Low Priority Items (Next 6 to 10+ Years)

- 21-08. The fire pump should not require any more than yearly servicing and more extensive service every twenty years.
- 21-06b. The dry system piping, hangers, and supports in the parking garage and loading dock should also be replaced, similar to the fourth floor work recommended above.

2013 Photographs



Figure 10. Dry sprinkler piping in mechanical plenum.



Figure 11. Dry sprinkler piping in mechanical plenum.



Figure 12. Dry valve and compressor serving fourth floor dry system.



Figure 13. The fire pump assembly.



Figure 14. Side outlet sprinkler head in mechanical space.

Plumbing System

Description

The plumbing systems are mostly original and include the following:

- Plumbing fixtures: Wall hung water closets and concealed sensor flush valves, wall hung porcelain lavatories with sensor faucets, mop basins, electric water coolers, stainless steel break room sinks, and wall hung porcelain urinals with concealed flush valves (Figure 15 through Figure 18).
- Equipment:
 - Electric water heaters are A.O. Smith DEL models (30 to 50 gallon tank sizes) located in janitor closets serving main toilet rooms and units at each break room sink.
 - Duplex constant speed 3 HP, 60 psi discharge pressure domestic water booster pump with an expansion tank in the basement at the water main, Metropolitan model VES-CS-33-DT-60.
 - Self-priming duplex sump pump, Metropolitan model 60 MP 10 HP.
 - Self-priming duplex sewage ejector, Metropolitan model 20 MPC 1/3 HP.
 - Triple compartment oil basin serving the basement-level parking garage floor drains.
 - Settling basin serving the foundation drainage and sump basin.
- Piping systems: Domestic hot and cold water all appears to be copper piping with insulation. Waste and vent piping is a mixture of PVC, cast iron, copper, and galvanized. Storm drain piping is cast iron hub and spigot. Foundation drain cleanout risers are cast iron.

Existing Conditions

- 22-01. The booster pump, sump pump, and sewage ejector are not part of the building automation system.
- 22-03. Almost all of the grade cleanouts serving the foundation drainage system have heaved out of the ground (Figure 19).
- 22-06. The life expectancy of typical commercial plumbing fixtures is anticipated to be fifteen to thirty years.
- 22-07. Properly designed copper pipe potable water systems should last the life of the building. (Improperly designed piping would likely fail before twenty years of use, and no previous or existing water piping failures have been reported.)
- 22-08. The self-priming duplex sump pump system has a failing flexible coupling.

Recommendations

Completed Work, 2014–2018

- 22-02. Insulation has been added to exposed piping under sinks.
- 22-04. The domestic potable water booster pumps were replaced in 2016.
- 22-05. Seven small electric water heaters have been replaced.

Minor Items to be Implemented by Facilities Staff

- On an annual basis, continue to regularly clean the existing triple oil basin and the settling basin.

High Priority Items (Next 1 to 2 Years)

- 22-01. The booster pump, sump pump, and sewage ejector should be added to the building automation system.

Medium Priority Items (Next 3 to 5 Years)

- 22-03. All of the grade cleanouts should be reset to grade and secured with concrete below grade.

Low Priority Items (Next 6 to 10+ Years)

- 22-06. When required due to wear or damage over the next five to ten years, the existing plumbing fixtures should be replaced.
- 22-08. Within the next five to ten years, cleaning and repair of the two sewage ejector pumps and the one garage sump ejector pump should be performed. This work will likely include replacement of the piping within the sump basin at each pump.

2013 Photographs



Figure 15. Typical wall hung urinal with concealed sensor operated flush valve.



Figure 16. Typical wall hung toilet with concealed sensor operated flush valve.



Figure 17. Typical wall hung lavatory with sensor operated faucet.



Figure 18. Typical existing electric water cooler.



Figure 19. Typical foundation drainage grade cleanout heaved out of the ground.

HVAC System

Description

Ventilation Systems

The building is ventilated and conditioned from a single built-up variable volume air handling system located at the fourth floor. The air handling system has no integral wall casing, but relies on building structural wall components as part of the air raceway system. Air handling system components include two variable pitch blade vane-axial supply blowers with 100 HP motors, chilled water cooling coils with galvanized casing drain pans and support structure, filter bank with 2-inch pleated primary filters and 8-inch bag-type secondary filters with a front loaded frame, two 72-inch by 60-inch outdoor air dampers (a minimum outdoor air damper and an economizer damper), a 6-foot by 10-foot return air damper, and three propeller type spill exhaust fans, each with 10 HP motors. While the air handling system does not have a heating coil, hot water unit heaters are employed to temper the return air plenum and raise the mixed air temperature.

The air handling system supplies a medium pressure supply air duct distribution loop feeding thirty-two single duct variable air volume (VAV) terminal units as well as nineteen series-type constant volume fan powered terminal boxes. Room air distribution is provided by overhead ceiling diffusers. To maintain variable volume air flow, the air flow from the main supply blowers is adjusted by varying the fan pitch to meet duct static pressure sensor signals. Fan pitch is pneumatically controlled with a self-guided pilot positioner and has a pneumatic-to-electric transducer to interpret the electrical signal from the building automation system. Return air is not fully ducted back to the air handling system, but utilizes the ceiling cavity as a return air plenum. To limit noise transmission through the building, sound attenuators are installed on both the upstream and downstream sides of the supply fans as well in the return air plenum chamber. (Refer to Existing Conditions section below for a description of components as well as conditions that require remediation.)

Combustion air supply to the boiler room is provided by a constant volume 1,500 cubic feet per minute (CFM) single wall air handling unit with a pleated air filter, hot water heating coil, and forward-curved centrifugal supply fan. A rooftop relief hood with a barometric damper maintains pressure in the boiler room.

The parking garage below the building is enclosed and relies on two propeller type exhaust fans operating off stand-alone carbon monoxide (CO) sensors to ventilate the garage. One fan is located in a galvanized steel plenum housing, connected to ductwork running the length of the west side of the garage. Intake air louvers are located on the east side of the garage.

Miscellaneous exhaust systems include two centrifugal (mushroom-type) rooftop toilet exhaust fans with fractional horsepower motors, and two cabinet-type inline fans (one in each electrical room) discharging to a common riser duct.

Heating and Cooling Plant

The building is heated and cooled from a central hot water and chilled water plant using a four-pipe distribution system. Two gas-fired 4.5 million BTU/hour water tube boilers with forced draft modulating burners provide hot water heat to the entire facility. Boiler water is distributed by a primary/secondary pumping distribution loop to perimeter hot water fin tube elements, overhead fan powered terminal unit reheat coils, and unit heaters to heat the facility. In addition, the building boilers feed a tertiary pumping snow melt system which heats the garage entrance ramp, south entrance ramp, and south entrance steps.

The piping distribution in the fourth floor boiler room includes a pressurized make-up water line, in-line air separator, steel compression type expansion tank, two closed coupled pipe mounted boiler recirculation pumps each with 1/2 horsepower (HP) motors (one per boiler maintaining minimum flow), two base-mounted end suction secondary pumps with 30 HP motors, a three-way control valve which appeared to be controlling a hot water reset, and a side stream chemical feeder tank.

Snow melt equipment in the lower level includes a shell and tube heat exchanger, air separator, steel compression type tank, two closed coupled pipe mounted 1-1/2 HP pumps (one per zone) feeding PEX tube manifolds with three-way temperature control valves. A small fractional HP circulator pump feeds a distribution line under the south entrance ramp.

Chilled water used in the main air handling unit cooling coil (with a glycol brine solution) is produced by two nominal 153-ton air-cooled packaged outdoor chillers with scroll compressors. The chilled pumping distribution system includes two fully redundant based mounted end suction chilled water pumps with 15 HP motors, a glycol chemical feeder, air separator, and steel compression type expansion tank. Constant volume chilled water flow is provided to the cooling coil during cooling. Chilled water temperature is indirectly controlled by the building management system using the chiller panel to reset water temperature to meet the fluctuating building loads.

Existing Conditions

The equipment and systems listed below were furnished and installed in 1994 as part of the construction of the building. Items that have been modified or replaced are noted in this report.

Air Handling System

- **23-16 and 23-17. Reportedly, the terminal boxes have begun to experience failures and are difficult to repair. Based on typical life expectancy for this type of equipment, phased replacement of the terminal boxes is anticipated over the next five to ten years.**

Miscellaneous Ventilation Systems

- **23-15.** Parking garage fans will need to be replaced in the next **five to** ten years. Both EF-5 and EF-6 have rusted sheaves and pulleys. Similar to the general building exhaust fans, EF-5 is directly bolted to the damper making separate service or replacement of the damper impossible. The housing associated with EF-6 should be cleaned out periodically to remove any leaves and other debris that may accumulate in the area well and housing.
- There were no reported issues with the combustion air supply system feeding the boiler room. The system should remain operational for the life of the boilers.

Heating Plant

- **23-18.** Boilers are reported to be in working condition, with limited major maintenance and annual safety checks and cleaning performed on the system (Figure 20). An internal inspection of the tubes on the fireside revealed extensive rust build-up. Rust build up was particularly prominent on boiler B-2, the boiler closest to the hot water return (Figure 21). Rust build up is an indication of condensing operation and can lead to premature failure. The reset temperature for the boilers and the system should be raised so that return water does not drop below 130 degrees Fahrenheit. No pipe pitting and very little soot was observed in the fireside chamber. The boiler gas train, burners and controls appeared to be in good condition. It is imperative that scheduled routine maintenance be done on the boilers to keep the system operating efficiently. While a detailed maintenance schedule for the boilers

is listed in the operations manual of Bryan Boilers website, as a minimum the following yearly maintenance routines should be performed:

1. Make visual inspection of linkage and proper operation of flue, vent, stack, or outlet dampers.
2. Check draft.
3. Check float low water cutoff.
4. Check low draft, fan, air pressure and damper position interlocks as specified in burner manual.
5. Check high and low gas pressure interlocks.
6. Perform leakage tests on pilot and main gas or main oil fuel valves as specified in manufacturer's instructions.
7. Check operating control, high limit, low fire start control, and low water cutoff as specified in manufacturer's instructions.
8. Check air atomizing interlock, fuel valve interlock switch, purge switch, burner position interlock, and fuel changeover control, as specified in burner manual.
9. The boiler should be checked at least yearly by the local gas utility company. Particular attention should be paid to the pilot burner safety devices. The pilot burner should be checked to ensure that prompt ignition of all burners occurs as the gas valve opens.
10. The flue gas passages and the exterior surfaces of the boiler tubes should be inspected at least annually. Any accumulation of soot or debris should be thoroughly cleaned out. If the inspection of the boiler tube surfaces reveals a build-up of soot (carbon) or rust, the tubes surfaces should be thoroughly brushed and vacuumed. Failure to do so may result in fire or asphyxiation hazards.
11. The boiler pressure vessel and piping should be checked annually.
12. Check combustion safety control for pilot turndown and hot refractory hold-in as specified in manufacturer's instructions.

Based on recent inspections, replacement of the boilers within approximately the next five years is anticipated.

- **23-09.** It was reported that bearings were replaced in 2012 on base-mounted hot water pump P-3. While no other issues were noticed or reported, the boiler circulating pumps and main distribution pumps should be serviced and repaired in the next **five to** ten years as they approach the median service life.
- Hot water piping distribution, local fin tube elements, and reheat coils are not projected to require repair or maintenance in the next ten years. It should be noted that rust is prevalent on piping and pipe hangers in the building. Piping chemical treatment should be checked and maintained to limit excessive oxidation from occurring in the piping.
- A number of garage unit heaters were noted to have rust build up on the directional discharge louvers. These louvers can be removed and discarded without much impact to the performance of the heaters. No other maintenance should be required for these heaters in the next ten years.
- **23-12.** The snow melt equipment appeared to be in good operating condition. Since service life expectancy for inline pipe mounted pumps is typically less than twenty years, snow melt pumps P-7 and P-8 should be anticipated to require replacement in the next **five to** ten years.

Chilled Water Plant

- Original building air cooled chillers were replaced in 2010 by the current air cooled chillers with scroll compressors (Figure 22). Rooftop piping was replaced along with the chillers. Chillers are reported to be in good condition, and should provide dependable operation with only routine maintenance for the next twenty years or more.

- **23-13.** Chilled water pumps are original to the building. The bearings have already been replaced for both chilled water pumps P-1, and P-2. The baseplate for pump P-1 had peeling paint due to glycol leaks in the past (Figure 23). Since the pumps will exceed their median service life expectancy in the next ten years, it would be prudent to replace the chilled water pumps in the next few years.

Recommendations

Completed Work, 2014–2018

- 23-01. Exhaust fans were installed to prevent overheating of the elevator equipment rooms.
- 23-02. The cooling coils of the main air handling unit have been replaced.
- 23-03. New variable frequency drives have been installed for the general exhaust fans.
- 23-04. This item has been deleted from the scope.
- 23-05. The carbon monoxide sensors in the parking garage have been replaced.
- 23-06. The rooftop toilet exhaust fans have been replaced.
- 23-07. The return air and outside air dampers have been replaced.
- 23-08. The fan spring vibration isolators have been replaced.
- 23-11. This item has been deleted from the scope.
- 23-14. This item has been deleted from the scope.

Ongoing Maintenance Items

- Boiler tubes should be thoroughly cleaned and examined and included as part of a comprehensive yearly scheduled maintenance program. Boiler burners should be adjusted as required. If extensive corrosion or pitting is discovered, boiler tubes should be replaced new tubes.

High Priority Items (Next 1 to 2 Years)

- No specific items. However, the phased replacement of VAV and fan powered boxes should begin in the near future; see items 23-16 and 23-17, below.

Medium Priority Items (Next 3 to 5 Years)

- 23-09. Based on typical equipment lifespan, the replacement of the boiler circulating pumps (two pumps) should anticipated within the next five years.
- 23-10. Based on typical equipment lifespan, the replacement of the main heating distribution pumps (two pumps, valves and vibrations isolators) should anticipated within the next five years.
- 23-12. Based on typical equipment lifespan, the replacement of the snow melt pumps (two pumps) should anticipated within the next five years.
- 23-13. Based on typical equipment lifespan, the replacement of the chilled water pumps (two pumps, valves and vibrations isolators) should anticipated within the next few years.
- 23-15. The parking garage fans should be replaced, based on the poor performance and usability of the existing fans.
- 23-18. Based on the existing corrosion observed within the boilers and typical service life for this type of equipment, replacement of the boilers should be anticipated within approximately five years.

Low Priority Items (Next 6 to 10+ Years)

- 23-16. Over the next ten years, VAV terminal boxes and their controllers will likely require replacement. For budgeting purposes, it is assumed that replacement of the existing boxes will be phased, with a budget allowance for selective box replaced each year.

- 23-17. Over the next ten years, fan powered boxes will likely require replacement. For budgeting purposes, it is assumed that replacement of the existing boxes will be phased, with a budget allowance for selective box replaced each year.

2013 Photographs



Figure 20. Boiler room.



Figure 21. Corrosion on fire side of boiler tubes.



Figure 22. Air cooled chiller.



Figure 23. Chilled water pump P-1.

Building Management System

Description

The Building Automation System (BAS) is a full direct digital control system using proprietary software and many of the original sensors. The front-end for the BAS along with software reside on a local hard drive installed on a personal computer (PC) in the building. While the system has a graphic interface, offsite access is limited.

Existing Conditions

The Building Management System currently uses non-interoperable proprietary software. It would be desirable to provide a new expandable system using BACnet based controllers and migrate the front end to a web based server. Currently most of the points are addressable from the front end. Further investigation will be required to determine where copies of the existing software reside and how the system could be reprogrammed.

Recommendations

Completed Work, 2014–2018

- 25-03. The original building management system has been upgraded by the addition of a new expandable open communication based system, “SIEMANS Desigo.”

High Priority Items (Next 1 to 2 Years)

- 25-01. Additional BAS control points for the general building exhaust variable frequency drives are required to provide improved control of building pressurization, in conjunction with newly installed variable frequency drives.
- 25-02. Additional BAS control points are required to control the recommended heating distribution pump variable frequency drives.
- 25-04. Carbon monoxide sensors installed in the garage should be integrated with the BAS.

Electrical System

Description

Electrical System

All services and switchboards are original to the building and are in good working condition. A pad-mounted transformer, 1500 kVA, 480/277V, three-phase, four-wire secondary, is located to the north of the building on library property. Evanston Public Library owns the transformer.

Main Electrical Service

- Meter #141682884. This meter serves the entire facility through switchboard B-SWBD-H1 (Figure 24). Derived from a pad-mounted transformer located outside. 3000A, 480/277V, 3-phase, 4-wire, with recently replaced ground fault protection. Also feeds 400A Automatic Transfer Switch (ATS) EHD and 600A ATS 4-SMCC-1. Switchboard has three spaces for 400A fused switch each.
- Meter #141244129. This meter serves the supply and return fans of the facility, motor control center 4-SMCC-1. 600A, 480/277V, 3-phase, 4-wire, Square-D motor control center, is located on the fourth floor (in the corridor south of the mechanical room) with space for one Hands-Off-Auto (HOA) combo starter, and three 100A spaces for fused disconnect switches (Figure 26 and Figure 27).
- Meter #141682883. This meter serves emergency lighting, elevators, miscellaneous pumps, (i.e. jockey, sewage ejector, sump pump, etc.) and feeds panel EHD (Figure 25). Square-D, 400A, 277/480V, 3-phase, 4-wire, located in separate electrical room across from the main electrical room. Panel EHD has one 200A, and two 100A spare switches.
- Meter #141177535. This meter serves the 125HP, 480V, 3-phase fire pump in fire pump room in the basement via the Firetrol controller (#FTA 1900-AB125B).

Distribution

Electrical rooms at each level are vertically stacked and typically contain house lighting panelboards, lighting controllers, and receptacle panelboards serving loads relevant to receptacle floors. Each electrical room has lighting contactors for control of public spaces such as restrooms, corridors, open reading rooms, etc.

The electrical room at the first floor has three transformers. This room is open to the return air ceiling plenum.

- One transformer at 112.5 kVA (480V Delta to 120/208V Wye) serving “computer panelboards.”
- One transformer at 112.5 kVA (480V Delta to 120/208V Wye) serving lights and receptacles.
- One transformer at 15 kVA (480V Delta to 120/208V Wye) for elevator cab lights and other emergency loads.

The electrical room on the third floor has one transformer at 112.5 kVA (Delta to Wye). This transformer was observed to be hot when touched. This room is open to return air ceiling plenum.

IT Services

AT&T service is located in the first floor IT room (Figure 28 and Figure 29). The second, third, and fourth floor IT closets are vertically stacked. The IT rooms are all open to the return air ceiling plenum.

Lighting

The building has a mix of different light sources. Most places have T-8 fluorescent lamps or other varieties of fluorescent lamps. Lights are controlled via lighting contactors, typically one per floor,

located in the respective electrical room (Figure 30 through Figure 32). Exit and emergency lights were noted to be appropriately located.

Existing Conditions

- 26-01. The concrete pad under the service transformer at the rear of the building has been undermined by vermin (Figure 33 and Figure 34).
- 26-04. The original customer metering that was intended to permit facilities staff to monitor electrical usage is not operational.
- 26-05. In the main stairwell, some but not all recessed lights were observed to be retrofitted with LED lamps.
- **26-06. The bonding clamp for the electrical grounding at the water service entry has corroded.**

Recommendations

Completed Work, 2014–2018

- 26-02. This item has been deleted from the scope.
- 26-03. The installation of emergency generators is under contract and will be completed by the end of 2018.

High Priority Items (Next 1 to 2 Years)

- 26-01. The service transformer pad needs to be shored up and a firm ground beneath must be provided. The main service ground as well and the ground loop around the transformer should be inspected. In conjunction with this work, the interior of the transformer should be cleaned and inspected.
- 26-06. The bonding clamp for the electrical grounding at the water service entry should be replaced.

Low Priority Items (Next 6 to 10+ Years)

- 26-04. The customer meter should be replaced with Square-D “ION” meter, interfaced with the building automation system.
- 26-05. Many of the recessed downlights throughout the building are fluorescent fixtures with integrated ballasts. Therefore, the existing fixtures cannot be readily re-lamped with more efficient LED lamps. These fixtures should be replaced. Due to the disruptive nature of fixture replacement, which will require at least localized dismantling and repair of ceiling finishes, fixture replacement should be undertaken as part of major interior renovation work, and is not included in this Building Reserve Analysis.

2013 Photographs



Figure 24. Electrical Room.



Figure 25. ATS-EHD-1.



Figure 26. Square-D motor control center.



Figure 27. Switchboard 4-MCC-1.



Figure 28. Ameritech telephone equipment found in IT Room.



Figure 29. Single rack in IT Room.



Figure 30. Pendant lighting over study areas.



Figure 31. Lighting at lobby area.



Figure 32. Downlights at study areas.



Figure 33. Transformer.

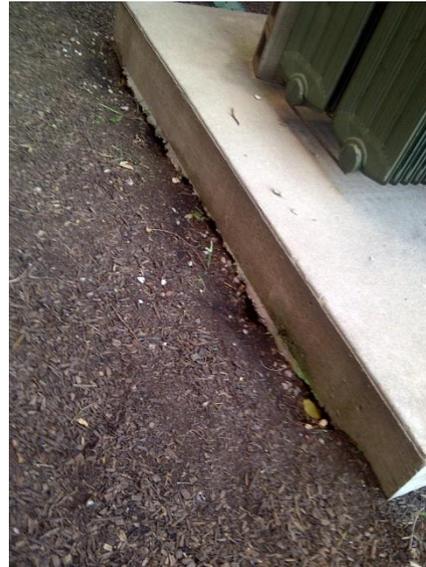


Figure 34. Transformer pad.



Figure 35. Main fire pump apparatus.



Figure 36. Meter.



Figure 37. Fire pump.



Figure 38. Automatic transfer switch.

Fire Alarm System

Description

The building is fully sprinklered and also has fire alarm detection and notification devices supplementing some areas. The building is equipped with two-way talk/listen push button system.

Existing Conditions

The main fire alarm control panel (Simplex make, with firefighters voice communication to the elevator cab for fire-related emergencies only) is located in the south main entrance vestibule. An auxiliary fire alarm annunciator panel is located in the maintenance office. The Simplex detectors and components likely have a thirty to forty year life expectancy.

The area of rescue system provides communication between fire department at the south main entrance vestibule and the person requesting rescue, normally in designated stair landings. Reportedly, this system is not working as intended.

Recommendations

Completed Work, 2014–2018

- 28-01. The fire alarm has been integrated with the elevator controls.
- 28-03. The elevator in-cab phone system has been repaired.

High Priority Items (Next 1 to 2 Years)

- 28-02. The area of rescue system should be replaced. Proper signage should be provided in general/open/outside designated stair landings, to direct a person seeking refuge and rescue. The existing communication system should be replaced with a new digital two-way communication system.

Medium Priority Items (Next 3 to 5 Years)

- 28-04. A remote annunciator wired to individual duct smoke detectors should be installed. The annunciator would be located in corridors for easy testing and notification.
- 28-05. The building public address system should be maintained and updated.

Site Features

Description

Site features include landscaping and built features. Site features on the primary (south) side of the building include brick masonry and cast stone site walls, a concrete sloped walk with inlaid brick paver panels, drainage components, concrete curbs, concrete stairs and painted steel stair railings at the public entrance, and plantings. The main entrance ramp brick and concrete paving was replaced in 2010. Also, tactile warning panels were added to the pavement adjacent to the top tread of the south entrance stair. The handrails at the south steps have been replaced.

At the east side of the building there are brick masonry and cast stone site walls, a concrete ramp with painted steel railings, concrete curbs, concrete stairs and painted steel stair railings, and plantings. The handrails at the east stairs and ramp have been replaced, except at the disused stairs to the south mid-height landing of the ramp. Bicycle racks are also located south and east of the building.

On the north there are paved areas including driveways and the parking garage entrance, bollards, and concrete stairs with painted steel railings at the staff entrance. There are also retaining walls and planted areas. According to the original drawings, the majority of the concrete retaining wall along the north property line already existed in conjunction with the previous 1961 library building on the site.

West of the building there are planted areas that are delineated by concrete curbs and a concrete walkway at the fire stair exit.

There are approximately 500 linear feet of exterior railings, including handrails and guard rails; approximately 360 linear feet of brick masonry site walls; 235 linear feet of concrete site and retaining walls; 675 square feet of exterior concrete stairs not including landings; and 8,250 square feet of paved exterior ramp, parking, driving, and landing areas. Incorporated into the paved areas are approximately 620 linear feet of joint sealant.

The exterior ramps to the parking garage and the south entrance stairs and sloped walk include a snow melting system. In the original construction, no snow melting system was provided at the east entrance stairs and ramp or at the north staff entrance or loading dock.

Trees and plantings include deciduous trees, evergreen shrubs, and ground cover. Plantings are located along the west side of the building, between the sloped south entrance ramp and the building wall, between the edge of the south entrance ramp paving and the south wall, between the ramp wall and the sidewalk, and at the northeast corner of the building. The major trees at the south side of the building are river birches (*Betula nigra*) and are sufficiently mature to date to original construction. A planting area north of the building around the electrical transformer was recently completely cleared of weedy overgrowth (except for a few hostas near the staff entrance and a row of evergreens near the driveway). The planting beds at the south and west sides of the building are served by an irrigation system.

Existing Conditions

- 32-01. **Planted areas around the building are overgrown and in poor condition, particularly on the west side of the building.**
- 32-03. Spalls and cracks were observed in the concrete landing of the north concrete stairs (**Error! Reference source not found.**). Cracks and spalls correspond with guardrail embedment locations. A

spalled area at the southwest embedded guardrail post was previously treated with spray foam, which is not considered a durable or appropriate repair.

- 32-04. Water leakage has been reported where the snow melt tubes enter the storage/workshop room in the basement of the building. (The irrigation system for the planting beds at the building perimeter provides a continuous source of water at this location.)
- 32-05. Advanced corrosion is present at the base of the guardrail at the retaining wall at the north property line (Figure 39). In several locations the base of the guardrail has corroded and broken apart and is no longer attached to the retaining wall (Figure 40).
- 32-06. Significant corrosion staining is visible on the surface of the north concrete stoop at the staff entrance (Figure 41 and Figure 42). The staining appears to be due to the corrosion of embedded reinforcing steel located near the surface of the concrete (with insufficient concrete cover).
- 32-09. Isolated surface corrosion was typically observed on handrails and guardrails throughout the site (Figure 43).
- 32-11. Cracks were observed in the retaining wall connected to the north exterior wall (Figure 44). Open cracks will allow water into the system and lead to accelerated future distress.

Recommendations

Completed Work, 2014–2018

- 32-01. The overgrown area adjacent to the north staff entrance has been cleared.
- 32-02. This previous item is moot. See item 32-15.
- 32-06. This previous item is moot. See item 32-03.
- 32-07. The gap between the north side wall and the east entrance stairs was sealed with sealant as part of the facade repair work.
- 32-12. Existing bollards have been covered with plastic sleeves.
- 32-15. Replacement of the south and east entrance stairs is under contract for completion in 2019.

High Priority Items (Next 1 to 2 Years)

- 32-01. For security reasons, large shrubs or dense plantings are not desired. Therefore, replacement of existing plantings with new low-growing ground cover, and perhaps including widely spaced, open-habit ornamental shrubs or low trees, is recommended.
- 32-04. Leakage at the south wall of the basement (within the carpentry shop) requires further investigation. Reportedly, this leakage is not related to the snow melt system penetration, as previously suspected. Once the source is identified, the leakage should be repaired.
- 32-05. The existing guardrail at the retaining wall on the north property line should be replaced. Due to the significant maintenance requirements of the painted steel railing system, consideration should be given to the use of an alternate railing material such as stainless steel, hot dipped galvanized steel, or aluminum

Medium Priority Items (Next 3 to 5 Years)

- 32-03. The steps and landing at the north staff entrance should be reconstructed, including new concrete steps and landing and a new railing system. Consideration should be given to extending the snow melt system to these steps and landing.
- 32-08. Sealant in paving joints and at the interface of paved areas should be replaced. These types of sealant are difficult to maintain and will likely require replacement every five years.
- 32-09. Handrails and guardrails should be prepared, primed, and repainted to treat isolated surface corrosion. Alternately, due to the significant maintenance requirements of the painted steel railing

system, consideration should be given to the use of an alternate railing material such as stainless steel, hot dipped galvanized steel, or aluminum.

Low Priority Items (Next 6 to 10+ Years)

- 32-11. The north concrete retaining wall should be repainted with an elastomeric coating. Existing cracks that are too wide to be bridged by the coating should be repaired prior to coating.
- 32-14. The health of the mature trees at the perimeter of the building should be monitored. By the end of the ten-year period covered by this plan, the existing birch trees will be approaching the end of their expected forty-year life.

2013 Photographs



Figure 39. Corrosion of the guardrail and crack in the concrete retaining wall.



Figure 40. Corrosion related failure of the guardrail connection on the north retaining wall.



Figure 41. Ferrrous staining on the surface of the concrete at the north stoop.



Figure 42. Ferrrous staining on the surface of the concrete at the north stoop.



Figure 43. Typical handrail surface corrosion.



Figure 44. Crack in a north side retaining wall.

TABLE 2. RECOMMENDATIONS AND ESTIMATED COSTS

Table 2. Recommendations and Estimated Costs

Recommended Work Item	Cost (2018)	Priority
Division 04: Exterior Wall		
04-03. Recoating exterior steel at sound attenuation wall	\$ 8,000	High
04-10. Repaint exterior gypsum board soffits	\$ 3,000	Medium
Division 07: Roofing		
07-01. Annual roof maintenane and inspection		Annual
07-07. Replace heat-trace in south gutter	\$ 7,000	High
07-09. Repair of standing seam roof	\$ 25,000	Medium
07-10b. Install two overflow scuppers	\$ 5,000	Low
07-14. Replacement of membrane roof	\$ 622,000	Low
07-15. Removal of roof tie-backs (cost included with 07-14)	N/A	Low
Division 08: Windows and Doors		
08-01. Re-align window system snap covers	N/A	N/A
Division 09: Interiors		
09-06. Monitor the concrete masonry boiler room wall	N/A	N/A
09-12. Replace toilet partitions	\$ 15,000	High
Division 10: Specialties		
10-01. Rearrange bookstack furniture to provide clearance	N/A	N/A
10-04. Modify handrail design if affected by other work	N/A	N/A
Division 14: Conveying Equipment		
14-03. Elevator controllers / linestarter	\$ 50,000	High
Division 21: Fire Protection System		
21-01. Dry valve inspection and pipe treatment	N/A	N/A
21-02. Sampling and analysis of wet sprinkler pipes	N/A	N/A
21-03. Jockey pump replacement	\$ 10,000	Medium
21-04. Replace drying medium for all dry valves	N/A	N/A
21-06a. Fourth floor dry system piping replacement	\$ 50,000	High
21-06b. Garage and loading dock dry system piping replacement	\$ 75,000	Low
21-07. Dry system air compressor replacement (three total)	\$ 6,000	Medium
21-08. Fire pump major servicing	\$ 3,000	Low
Division 22: Plumbing System		
22-01. Adding the major plumbing equipment to the BAS	\$ 4,500	High
22-03. Yard cleanouts reset to grade, approximately 20 total	\$ 22,000	Medium
22-04. Booster pump replacement	\$ 30,000	High
22-06. Plumbing fixture replacement: approximately 65 total fixtures at \$2,250 each	\$ 146,250	Medium
22-08. Repair and service sewage ejector pumps	\$ 15,000	Low
Division 23: HVAC System		
23-09. Boiler Circulating Pumps (two pumps)	\$ 20,000	Medium
23-10. Main heating distribution pumps (two pumps, valves and vibrations isolators)	\$ 20,000	Medium
23-12. Snow melt pumps (two pumps)	\$ 15,000	Medium
23-13. Chilled Water Pumps (two pumps, valves and vibrations isolators).	\$ 20,000	Medium
23-15. Parking garage fans replacement	\$ 25,000	Medium
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	Low
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	Low
23-18. Replace boilers	\$ 250,000	Medium
Division 25: Building Management System		
25-01. Control Points for General building Exhaust VFDs	\$ 12,000	High
25-02. Control Points for heating distribution pump VFDs	\$ 12,000	High
25-04. Garage CO sensors calibration and integration	\$ 3,500	High

Division 26: Electrical System		
26-01. Service transformer pad shoring, grounding repairs, transformer cleaning	\$ 50,000	High
26-04. Meter interfaced with building automation system	\$ 7,500	Low
26-05. Retrofit recessed downlights	N/A	N/A
26-06. Replace bonding clamp for grounding	\$ 5,000	High
Division 28: Fire Alarm System		
28-02. Area of rescue system replacement	\$ 75,000	High
28-04. Remote annunciator to duct smoke detectors	\$ 15,000	Medium
28-05. Building public address system	\$ 50,000	Medium
Division 32: Site Features		
32-01. Replace vegetation at west planting area	\$ 15,000	High
32-03. Reconstruct north staff entrance stairs	\$ 23,000	Medium
32-04. Foundation leakage at south ramp	N/A	High
32-05. Replace guardrail at north ramp retaining wall	\$ 29,000	High
32-08. Paving joint sealants	\$ 16,000	High
32-09. Repainting of handrails	\$ 4,000	Medium
32-11. Recoating north retaining wall	\$ 9,000	Low
32-14. Monitor tree health	N/A	N/A

TABLE 3. PHASING AND ANNUAL BUDGETS

Table 3. Phasing and Annual Budgets

5% Annual Escalation Factor

Recommended Work Item	Cost (2018)	Escalated Cost
2019		
04-03. Recoating exterior steel at sound attenuation wall	\$ 8,000	\$ 8,400
07-07. Replace heat-trace in south gutter	\$ 7,000	\$ 7,350
09-12. Replace toilet partitions	\$ 15,000	\$ 15,750
25-01. Control Points for General building Exhaust VFDs	\$ 12,000	\$ 12,600
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 14,700
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 11,550
25-02. Control Points for heating distribution pump VFDs	\$ 12,000	\$ 12,600
25-04. Garage CO sensors calibration and integration	\$ 3,500	\$ 3,675
26-01. Service transformer pad shoring, grounding repairs, transformer cleaning	\$ 50,000	\$ 52,500
26-06. Replace bonding clamp for grounding	\$ 5,000	\$ 5,250
28-02. Area of rescue system replacement	\$ 75,000	\$ 78,750
2019 Budget		\$ 223,125
Year 7: 2020		
14-03. Elevator controllers / linestarter	\$ 50,000	\$ 55,125
21-06a. Fourth floor dry system piping replacement	\$ 50,000	\$ 55,125
22-04. Booster pump replacement	\$ 30,000	\$ 33,075
25-01. Control Points for General building Exhaust VFDs	\$ 12,000	\$ 13,230
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 15,435
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 12,128
32-01. Replace vegetation at west planting area	\$ 15,000	\$ 16,538
32-05. Replace guardrail at north ramp retaining wall	\$ 29,000	\$ 31,973
32-08. Paving joint sealants	\$ 16,000	\$ 17,640
2020 Budget		\$ 184,118
2021		
07-09. Repair of standing seam roof	\$ 25,000	\$ 28,941
23-12. Snow melt pumps (two pumps)	\$ 15,000	\$ 17,364
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 16,207
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 12,734
28-04. Remote annunciator to duct smoke detectors	\$ 15,000	\$ 17,364
28-05. Building public address system	\$ 50,000	\$ 57,881
32-03. Reconstruct north staff entrance stairs	\$ 23,000	\$ 26,625
32-09. Repainting of handrails	\$ 4,000	\$ 4,631
2021 Budget		\$ 181,747
2022		
04-10. Repaint exterior gypsum board soffits	\$ 3,000	\$ 3,647
21-03. Jockey pump replacement	\$ 10,000	\$ 12,155
21-07. Dry system air compressor replacement (three total)	\$ 6,000	\$ 7,293
22-03. Yard cleanouts reset to grade, approximately 20 total	\$ 22,000	\$ 26,741
22-06. Plumbing fixture replacement: approximately 65 total fixtures at \$2,250 each	\$ 146,250	\$ 177,768
23-13. Chilled Water Pumps (two pumps, valves and vibrations isolators).	\$ 20,000	\$ 24,310
23-15. Parking garage fans replacement	\$ 25,000	\$ 30,388
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 17,017
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 13,371
2022 Budget		\$ 312,689

2023		
23-09. Boiler Circulating Pumps (two pumps)	\$ 20,000	\$ 25,526
23-10. Main heating distribution pumps (two pumps, valves and vibrations isolators)	\$ 20,000	\$ 25,526
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 17,868
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 14,039
23-18. Replace boilers	\$ 250,000	\$ 319,070
2023 Budget		\$ 402,029

2024 and after		
07-10b. Install two overflow scuppers	\$ 5,000	\$ 6,700
07-14. Replacement of membrane roof	\$ 622,000	\$ 833,539
21-06b. Garage and loading dock dry system piping replacement	\$ 75,000	\$ 100,507
21-08. Fire pump major servicing	\$ 3,000	\$ 4,020
22-08. Repair and service sewage ejector pumps	\$ 15,000	\$ 20,101
23-16. VAV terminal Box replacement (phased, yearly cost)	\$ 14,000	\$ 18,761
23-17. Fan Powered Box replacement (phased, yearly cost)	\$ 11,000	\$ 14,741
26-04. Meter interfaced with building automation system	\$ 7,500	\$ 10,051
32-11. Recoating north retaining wall	\$ 9,000	\$ 12,061
2024 Budget		\$ 1,020,483

NORTH BRANCH

The Evanston Public Library North Branch building is located at 2022–2026 Central Street. The building is divided into two spaces: the west portion of the building (2026) houses the North Branch Library with interior area of approximately 3,300 square feet, and the east portion of the building (2022) houses a retail space that is approximately 1,440 square feet. The building is L-shaped in plan; the Central Street facade is continuous, but the west library portion extends further south toward the alley than the east retail portion. The building has a low-sloped roof sloped to the south, with masonry parapets on the west, north, and east. The exterior brick walls directly abut other buildings on the east and west sides. The south exterior wall faces the alley. There is also an east-facing return wall at the east side of the library, and an additional east-facing return wall where the east side wall of the retail space is exposed behind the adjacent building.

The building was originally constructed as a grocery store in 1937 and converted for use as a library in 1952. Some elements of the building, such as the masonry exterior, the rear windows, and the pressed metal ceiling, likely date to original construction. A major remodeling was previously completed in 1984, which included interior partitions and finishes, a suspended acoustic tile ceiling, and the library storefront and vestibule. The previously existing roof dated to 1993; that project included removal of an original skylight near the center of the library.

The north branch library was substantially renovated in 2017. This work included significant repairs to the facades and parapet walls, roof replacement, replacement of the storefront and stucco facing Central Street, replacement of interior finishes and fixtures including carpet and ceiling tile, replacement of light fixtures, renovation of the public restrooms, installation of power-assist controls on the public entrance doors, and mechanical system replacement. The former business tenant in the adjacent retail space has moved out since 2013, and this space is currently undergoing major renovation by the new tenant to accommodate the new business.

Given the extensive renovation and good current condition of the North Branch, an abbreviated list of remaining concerns and recommendations is included herein.

The project team received the following documents pertinent to the North Branch for review as part of this project:

- Bid drawings for interior remodeling of the North Branch by Elliott Dudnik and Associates dated July 6, 1984. The existing interior partitions in the library were built as shown on these drawings. The storefront and vestibule were built in the configuration shown. No suspended acoustic ceiling is indicated, but based on its appearance and the existence of this ceiling in the 1993 photos, the previously existing ceiling was likely installed as part of the 1984 work.
- Proposal for Consulting Services by Professional Service Industries, Inc., dated March 8, 1993
- Roof photographs dated March 5, 1993
- Visual and Roof Moisture Survey report by Professional Service Industries, Inc., dated April 15, 1993
- Com Ed statements issued February 2012 through January 2013
- Nicor Gas statements issued March 2012 through October 2012

Recommendations

Fire and Life Safety

- The building is not currently protected by fire sprinklers, nor is a sprinkler system likely to be installed in the near future. Current fire protection consists of residential-type battery powered smoke detectors. A new integrated fire detection and notification and security system is included in the 2019 capital budget.

Plumbing

- A mop sink should be installed in the service room at the southeast corner of the library.

TABLE 2. RECOMMENDATIONS AND ESTIMATED COSTS

TABLE 3. PHASING AND ANNUAL BUDGETS

Table 2. Recommendations and Estimated Costs

Recommended Work Item	Cost (2018)	Priority
Fire and security alarm system	\$ 30,000	High
Mop sink	\$ 10,000	Medium

Table 3. Phasing and Annual Budgets*5% Annual Escalation Factor*

Recommended Work Item	Cost (2013)	Escalated Cost
Year 1: 2019		
Fire and security alarm system	\$ 30,000	\$ 31,500
2019 Annual Budget		\$ 31,500

Year 3: 2021		
Mop sink	\$ 10,000	\$ 11,576
2021 Budget		\$ 11,576



Memorandum

To: Library Board of Trustees

From: Karen Danczak Lyons, Library Director
John Devaney, Library Facilities Manager

Subject: Approval of Renewal of Siemens Building Automation Service Agreement

Date: December 5, 2018

Recommended Action:

Staff recommends approval of a 2 year service and maintenance agreement with Siemens Building Technologies (585 Slawin Court, Mount Prospect, IL 60056) for the building automation system (BAS) at the Main Library at a cost of \$23,740 for 2019. This extension covers the period January 1, 2019 through December 31, 2019.

Funding Source:

This extension is funded from the Library Fund – Building Maintenance Services account 185.48.4840.62225 at the budgeted amount of \$23,740.

Summary:

The Siemens BAS monitors and controls the heating, ventilation, air conditioning (HVAC) and lighting systems for the Main Library. It was installed when the Main Library was built in 1994. The system is proprietary; Siemens is the sole source for system expertise, and replacement hardware/software upgrades. This renewal includes necessary software upgrades to the newly installed Desigo operating system. Also, the BAS allows staff to monitor and control the HVAC and lighting systems remotely.

The 2019 contract also includes two (2) days of off-site training at the Buffalo Grove Siemens training center for our newly upgraded operating program.

Advantage Services®

Agreement for: City of Evanston Main Library
Site location: 1703 Orrington, Evanston

2/12/18

SIEMENS

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall operation. The existing Building Automation System actively controls the following building equipment:

All Air Handling & Ventilation Systems
HW / CHW Pumps
Continuous Monitoring of System Alarms

Siemens service coverage levels are identified below and consist of preventive maintenance and software updates. All Software Revisions are provided to prevent system obsolescence, maintain system performance, and minimize your energy spend. All regular maintenance and service tasks will be provided throughout the year as needed to maintain the performance of the Building Automation and System.

This Service Agreement has been specifically developed to support your unique facilities, and the services provided herein will help you in achieving your facility goals.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

1.3 Building Automation Services

1.3.1 Technical Support Services

Emergency Online/Phone Response is provided Monday through Sunday, 24x7. System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within (4) hours or sooner, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely dial into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

Emergency Onsite Response: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and be onsite by the next business day, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call. Siemens will provide (8) hours of emergency on-site labor under this contract. Additional Emergency on-site labor will be provided and billed at the prevailing discounted rate.

Controller Analysis & Optimization: Through Controller Analysis & Optimization, we ensure reliable and optimized performance of your BAS Terminal Equipment Controllers throughout your HVAC system. You will realize a more comfortable and productive environment and will benefit from lower energy consumption through more efficient equipment usage. Terminal equipment can by their nature under perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through the use of the Controller Analysis Program (CAP) and / or other tools we can pinpoint which systems have possible air flow or temperature control problems.

Preventive Maintenance: Siemens will provide (6) onsite preventive maintenance inspections for the Building Automation System. All inspections will be scheduled in advance with your engineering staff. Adjustments to scheduled inspections will be coordinated and agreed upon by all parties. All onsite inspection activities will be documented and reviewed as needed.

Staff Training and Operator Coaching: Siemens will provide onsite training and systems consulting during our regularly scheduled inspections to review operational sequences, software enhancements, new system capabilities, or other system related issues. Ongoing staff training is essential in achieving full use of the systems operational capabilities, managing staff turnover, and minimizing system failures. Siemens will also provide (2) Desigo Training classes at our Customer training facility in Buffalo Grove. Christian Micor will coordinate availability and scheduling of your staff for the recommended training sessions. We will meet with your staff on an ongoing basis to evaluate the effectiveness of these services.

Business Protection & Recovery Services. Through this service we help protect your HVAC Control Systems vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform quarterly scheduled back-ups for your PC based workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Apogee database and all applications are fully maintained by Siemens. We will provide advanced diagnostics and troubleshooting through our Corporate Field support team to assist in the resolution of Apogee software based issues.

Network Analysis & Optimization: Through this service we will ensure reliable communication throughout your Building Automation System. We will coordinate with your IT Network staff/provider to verify the appropriate connectivity is maintained. Ongoing maintenance of your IT network including routers, switches, and hubs is the responsibility of your staff/provider. Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The field hardware included under this service will be based on the BAS System profile effective 12/1/2018.

Repair & Replacement Services. To reduce the effects of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Repair and replacement of all BAS Panels identified on the List of Maintained Equipment devices will be managed on a time & material basis. All external sensors/actuators/end devices will be repaired or replaced and invoiced at the preferred discounted rates.

Software Analysis & Optimization: Through Software Analysis & Optimization, Siemens will help ensure that software changes made by your staff are clear and consistent. We will address any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services (if applicable).

Software Updates. Through this service, you will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your investment. Siemens Desigo CC operating system will be fully covered under this program assuring that you receive all updates, patches, and application revisions as they become available. All software documentation and system training will be provided to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industries commitment to compatibility by design, a commitment unique in our industry.

Maintained Equipment Table

SIEMENS

Siemens Industry, Inc.
Service Agreement

List of Maintained Equipment

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Data Protection & Data Recovery	Desigo Rev 2.1 with Extended Feature Set	1			
Services (quarterly): Data Protection & Recovery Services, Software revisions						
Control Systems - Summary Level	Data Protection & Data Recovery	Datamate and RENO Paging Application	1			
Services (quarterly): Data Protection & Recovery Services, Software revisions						
DESIGO SERVER	Virtual Server	DELL	1			
Owner provided hardware/verify database operation and network communication with Evanston IT						
Control Systems - Summary Level	Software Licensing	Desigo 100 Point License	5			
Services (quarterly): Preventative Maintenance, Software revisions						
Field Hardware	BLN Controller	PXM Controller	2			
Services (quarterly): Preventative Maintenance, Repair labor provided during PM inspections						
Field Hardware	FLN Controller	Terminal Equipment Controller	109			
Services (quarterly): Preventative Maintenance, Repair labor and Material excluded						
Field Hardware	FLN Controller	BIM Controller	2			
Services (quarterly): Preventative Maintenance, Repair labor and Material excluded						

**Siemens Industry, Inc.
Building Technologies Division**

Service Labor Rates - Chicago Area Rates (Jan 1, 2018 thru Dec 31, 2018)

Please note: Rates shown are for the period referenced above but are subject to change without notice.

Standard Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$223.00	\$290.00	\$379.00
Online Automation Specialist **	\$223.00	\$290.00	\$379.00
Electrical Technician	\$232.00	\$302.00	\$394.00
Fire Tech / Sprinkler Fitter	\$189.00	\$246.00	\$321.00
Security Specialist	\$189.00	\$246.00	\$321.00
Engineer	\$235.00	\$306.00	\$399.00
Energy Engineer	\$272.00	\$354.00	\$462.00
Electrical Engineer	\$251.00	\$326.00	\$427.00
HVAC Mechanic	\$199.00	\$259.00	\$338.00

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 7 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 7 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$188.00	\$244.00	\$320.00
Online Automation Specialist	\$188.00	\$244.00	\$320.00
Electrical Technician	\$203.00	\$264.00	\$345.00
Fire Tech / Sprinkler Fitter	\$166.00	\$216.00	\$283.00
Security Specialist	\$166.00	\$216.00	\$283.00
Engineer	\$207.00	\$269.00	\$352.00
Energy Engineer	\$238.00	\$309.00	\$404.00
Electrical Engineer	\$220.00	\$286.00	\$374.00
HVAC Mechanic	\$195.00	\$234.00	\$297.00

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off of standard pricing for Siemens Industry Inc. – BT Division products. Customers without a Service Agreement will pay standard pricing for Siemens Industry Inc. – BT Division products.

Straight rate applies from 7 a.m. – 5 p.m. Monday thru Friday (except Holidays).

Minimum Labor Charges and Travel Costs:

Service for customers with a Service Agreement involving travel to the customer site will incur a two hour minimum labor charge plus a flat \$85.00 Trip Charge (no additional mileage charges apply).

Service for customers without a Service Agreement involving travel to the customer site will incur a four hour minimum labor charge plus a flat \$95.00 Trip Charge (no additional mileage charges apply).

Automation On-line Support Services:

*Customers with Automation Service Agreements will receive remote diagnostic services and consulting services via phone at no cost for up to 1 hour. If online support services cannot correct the issue, a technician will be dispatched for onsite services. Prevailing rates / minimum charges will only be applied for onsite services.

**Customers without Automation Service Agreements will be charged a 1 hour minimum (at the prevailing Automation Specialist rate) for online automation diagnostics and other remote services, and consulting services provided via phone. If online support services cannot successfully correct the issue, the 1 hour will be credited to any onsite corrective services required.

Factory Repair / Replacement Material Discounts:

Customers with a current Service Agreement will receive a discount of 40% less 20% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products except products listed in the catalog with the @ sign are limited to a 40% discount.

Customers without a current Service Agreement will receive a discount of 30% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products.

Fire alarm products from EST will be charged at list price less 20% for our Fire Service Agreement customers and list price for all other customers.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment

By and Between:

Siemens Industry, Inc.
585 Slawin Court
Mount Prospect, IL 60656

City of Evanston Main Library
1703 Orrington
Evanston, IL 60201

Services shall be provided at Evanston Main Library, Evanston, IL.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 2/12/2018 and the attached terms and conditions. Services are provided for year 1 effective 1/1/2018 with a one year optional renewal.

Investments:

Effective Date: 1/1/2018	\$23,080.00 annually	invoiced \$11,540.00 semi-annually
Effective Date: 1/1/2019	\$23,740.00 annually	invoiced \$11,872.00 semi-annually

Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:

City of Evanston Main Library
Authorized Representative

 22 May 2018
Signature Date

P.O.# _____

Proposal submitted by:

John C. Dwan
Account Executive
Siemens Industry, Inc.

Signature Date

Approved for Siemens Industry, Inc.
by:

Joe Zydorowicz
Zone Manager

Signature Date

3. Terms and Conditions

SERVICE TERMS AND CONDITIONS WITH MONITORING (REV. 02/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SBT and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SBT may grant a security interest in the proceeds to be paid to SBT under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SBT and Customer and signed by duly authorized officers or managers of SBT and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SBT without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SBT employee who has performed work under this or any other agreement between Customer and SBT, Customer shall pay SBT an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SBT may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SBT, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SBT harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SBT or a person authorized by it, Customer shall immediately notify SBT in writing, and SBT reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SBT

3.1 SBT shall only perform the Services identified in this Agreement.

3.2 SBT shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SBT reasonably deems necessary; (b) notify SBT of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SBT may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SBT will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SBT, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SBT is not responsible for (a)

(a) service or provision of consumable supplies, including but not limited to batteries and helium cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SBT; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SBT is not responsible for services performed on any Covered Equipment other than by SBT or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SBT shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SBT is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT's work ("Instruments") and shall remain SBT's property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SBT, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SBT's express written consent. Any reuse of Deliverables or instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SBT; and, in addition to any other rights SBT may have, Customer shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SBT, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SBT, the documents prepared for the Customer will represent SBT's best judgment based on SBT's experience and the information reasonably available to SBT at the time that the Services are performed. Customer acknowledges that SBT does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SBT as part of the Services provided hereunder.

3.11 Where Services include EMC, SBT will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SBT, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SBT with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SBT will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SBT to any site and the equipment where Services are to be performed;

(c) Permit SBT to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

(d) Furnish SBT with all available information pertinent to the Services;

(e) Obtain and furnish to SBT all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SBT has expressly agreed in writing to obtain;

(f) Maintain the Services site in a safe condition; notify SBT promptly of any site conditions requiring special care; and provide SBT with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SBT has expressly agreed in this Agreement to give;

(h) Provide SBT with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;

(i) Furnish to SBT any contingency plans related to the site;

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;

(k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,

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(f) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SBT and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SBT shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SBT's work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SBT is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SBT from voluntarily addressing such issues, in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SBT notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SBT shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SBT's normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SBT shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SBT, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SBT may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse SBT's costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SBT in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SBT.

5.4 Except to the extent expressly agreed in this Agreement, SBT's fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SBT for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SBT with a valid exemption certificate or permit and indemnify, defend and hold SBT harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All Items, 1982-1984=100 (CPI-U). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SBT's reasonable control (such as changes of law) may develop which require SBT to

expand additional costs, effort or time to complete the Services, in which case SBT shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SBT shall be compensated for Services performed and for costs reasonably incurred in connection with the suspension or termination.

6.2 SBT shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SBT shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SBT hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SBT. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SBT for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SBT UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SBT DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SBT DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SBT'S RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SBT MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SBT BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SBT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SBT's aggregate liability for any and all claims, losses or expenses (including attorneys' fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SBT from Customer under this Agreement. SBT reserves the right to control the defense and settlement of any claim for which SBT has an obligation under the warranty hereunder. The parties acknowledge that the price which SBT has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SBT is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely

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upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SBT will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SBT assumes no responsibility for any service performed on any Covered Equipment other than by SBT or its agents.

8.2 SBT shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SBT is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SBT shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and temper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SBT shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SBT TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SBT. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SBT WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SBT DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SBT FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SBT'S FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SBT will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SBT in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SBT before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SBT shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SBT shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SBT be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SBT in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SBT harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SBT is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export

license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SBT of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SBT HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SBT shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SBT's policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Article 12: Monitoring Service Terms and Conditions

12.1 "Monitoring Services" means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring (CMS) or Customer Support Center (CSC) services expressly agreed to be provided by SBT to Customer.

"Monitored Site" means the Customer site for which Monitoring Services are to be provided.

12.2 SBT's response to receipt of signals from the alarm system and signaling initiation devices (collectively "System") shall be in accordance with SBT's Standard Operating Procedures and with this Agreement. SBT reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Customer at Customer's designated telephone number(s), or dispatching a representative to Customer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police (security monitoring), Fire Department (fire monitoring), and/or Customer designated representative (mechanical monitoring).

12.3 SBT will perform the Services expressly described in this Agreement. The Services performed by SBT shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar Services in the same locale acting under similar circumstances and conditions.

12.4 SBT is not required to conduct safety or other tests, install or maintain devices or equipment or make modifications to the System except as provided in the written SBT Proposal. Any Customer request to change the Scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

12.5 Customer, without cost to SBT, shall, at its sole expense:

(a) Furnish SBT with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(b) Furnish SBT with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide SBT with written updates of any change prior to close of business at the Monitored Site on the day of such change;

(c) Furnish SBT written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;

(d) Notify SBT of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;

(e) Operate, maintain, repair, service, and/or assure the proper operation of the System and any other property (including but not limited to any refinishing arising from same), equipment, system or device to which the System may be attached or connected in accordance with all manufacturers' and installers' recommendations unless expressly provides for SBT to perform same;

(f) Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;

(g) Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that SBT is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;

(h) Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and

(i) Furnish telephone or network service connecting the Monitored Site to SBT monitoring facilities.

12.6 Customer understands that calls made to SBT in connection with signals or access to the Monitored Site may be recorded by SBT. Customer, for itself, its agents, and employees consents to such recording.

12.7 Customer shall use reasonable efforts to prevent false alarms. In the event of any

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false alarm (not caused by the negligence or willful misconduct of SBT), taxes, fees or other charges of any police or fire department, or any other governmental body. Customer agrees to pay SBT to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Customer shall directly pay or, to the extent paid by SBT, reimburse SBT, for any false alarm fine, penalty or fee assessed against SBT by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that SBT submits to the customer for such false alarms.

12.8 Customer acknowledges that it is now and shall at all times remain in control of the Monitored Site. Except as expressly provided herein, SBT shall not be responsible for the adequacy of the security, safety or health programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or the Monitored Site's conditions. SBT is not responsible for inspecting, observing, reporting or correcting security, safety or health conditions or deficiencies of Customer or others at the Monitored Site. So as not to discourage SBT from voluntarily addressing security, safety or health issues at the Monitored Site, in the event SBT does address such issues by making observations, reports, suggestions or otherwise, SBT shall not be liable or responsible on account thereof.

12.9 SBT reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Customer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Customer fails to comply with any of the terms of this Agreement. In addition, SBT shall have the right to terminate the Monitoring Services immediately if: (a) SBT is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, SBT's monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within SBT's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Customer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

12.10 In the event of termination of the Monitoring Services for any reason, Customer authorizes SBT to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of SBT.

12.11 It is understood and agreed by and between the parties that SBT is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, covering personal injury and property loss or damage on any Customer's premises shall be obtained by Customer. Customer agrees to proceed exclusively against your insurer to recover any damages SBT shall not in any event be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Work, tort, contract or strict liability, and regardless of whether any party has been advised of the possibility of such damages. Customer waives and releases any rights of recovery against SBT that it may have hereunder and agrees that SBT shall not be liable for any form of loss, damage, claim or expense, irrespective of origin, whether directly or indirectly caused by performance or non-performance of obligations imposed by this Agreement or by negligent acts or omissions of SBT, its agents or employees.

12.12 If applicable, Customer hereby authorizes and directs SBT, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Customer and to hold every such person until released by a representative of Customer designated for this purpose; in all such cases the Customer agrees to indemnify, defend and hold SBT and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

12.13 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of SBT to perform any of its obligations hereunder, or the failure of the System to properly operate. If SBT is found liable for loss or damage due to a failure on the part of SBT, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or non-performance of the obligations set forth by this Agreement or from negligence, active or otherwise, of SBT its agents or employees. The parties acknowledge that the price which SBT has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that SBT has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

12.14 In the event Monitoring Services are purchased through another business or person, from or through a referral from another business or person, Customer agrees that such business or person acts solely as an independent contractor. Such business or person shall not have any responsibility or liability to Customer for the performance or non-performance of the Monitoring Services provided by SBT under this Agreement. Without limiting the above, Customer agrees that the liability of such other business or

person is, in any event, limited in accordance with the provisions of this Agreement.

12.15 Customer is solely responsible for the life and safety of all persons in the Monitored Site, and for protecting against losses to its own property or the property of others in the Monitored Site. Customer agrees to indemnify, defend and hold harmless SBT from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SBT, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SBT for failure of the System, SBT equipment or Monitoring Services in any respect, whether due or alleged to be due to malfunction or non-function of the System, or by the negligence, active or passive, of SBT. SBT does not represent or warrant that the Work will not be compromised, interrupted or circumvented; that the Work will prevent any loss from any cause; or that the Work will in all cases provide the protection for which it is performed, installed or intended (collectively "Protections"). Customer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that SBT has neither made representations or warranties, nor has Customer relied on any representation or warranties, express or implied regarding said Protections. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT SBT IS NOT AN INSURER AND THIS AGREEMENT IS NOT INTENDED TO BE AN INSURANCE POLICY OR A SUBSTITUTE FOR AN INSURANCE POLICY. SBT EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE EXPRESS EXCLUSION OF WARRANTIES SET FORTH IN THIS AGREEMENT.

12.16 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer, and Customer shall promptly so notify its insurance carrier.

Article 13: Alarm Monitoring and/or Notification Service

13.1 SBT may provide alarm monitoring and/or notification services to Customer under this Agreement. Customer acknowledges and agrees that in the event an alarm is received at SBT's monitoring center, SBT will attempt to contact Customer or any representative provided to SBT on Customer's Emergency contact list by telephone/ two way voice to confirm the alarm is not false. In the event SBT fails to contact Customer or its representative, SBT will attempt to notify the police department or fire department. Customer agrees that SBT shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. SBT shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. SBT shall have no responsibility or liability for interruptions of service or any resulting consequence.



Memorandum

To: Evanston Public Library Board of Trustees

From: Karen Danczak-Lyons – Library Director
John Devaney – Maintenance Manager

Subject: Approval of Janitorial Agreement with TBS

Date: December 5, 2018

Recommended Action:

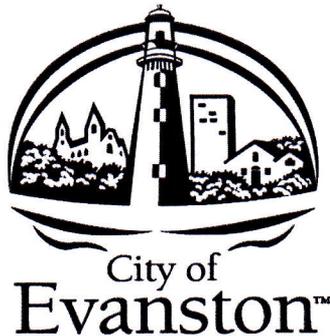
Staff recommends approval of the third year of a four year, annually renewable, agreement for daily/nightly janitorial services at the Main Library with Total Building Services (TBS) located at 340 Bennett Road, Elk Grove Village, Illinois 60007 in the annual amount of \$88,500.

Funding Source:

This agreement is funded from the Library Fund – Building Maintenance Services account 4840.62225 at the budgeted amount of \$88,500.

Summary:

In the fall of 2016 (RFP 16-72), City and Library staff solicited proposals to perform janitorial services at the Main Library, Civic Center, Service Center and Police and Fire Headquarters. After a lengthy evaluation and interview process, staff determined that TBS was the lowest responsive and responsible bidder and contracting with TBS was in the best interest of the Library. TBS has cleaned the Main Library since 2009 and has performed well. TBS is a Woman-Owned Business Enterprise (WBE).



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

JANITORIAL SERVICES – MAIN LIBRARY

RFP Number: 16-72

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 1st day of January, 2017, between the City of Evanston/Evanston Public Library, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and TBS (Total Building Services), with offices located at 340 Bennett Road, Elk Gove, IL 60007 (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$ 88,500.00 annually.

I. COMMENCEMENT DATE

Consultant shall commence the Services on January 1, 2017 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by 12/31/2020. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A, the City's Request for Proposal/Qualifications No. # 15-62 (Exhibit B) and Consultant's Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its subconsultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be

performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City.

Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring

Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited

statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at

any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided

in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

- A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.
- B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 *et seq.*) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT: TBS

EVANSTON PUBLIC LIBRARY
1703 ORRINGTON AVENUE
EVANSTON, IL 60201

By 

By: _____

Its: President

Its: LIBRARY DIRECTOR

FEIN Number: 36-3177944

Date: _____

Date: 3/9/17