EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES

LIBRARY FACILITIES COMMITTEE MEETING

WEDNESDAY, DECEMBER 16, 2020

5:30 P.M.

VIRTUAL MEETING

Join Zoom Meeting
https://zoom.us/j/93223861420?pwd=ZlJoU2VCME2dk9DR3lHMVYvbkJQZz09

Meeting ID: 932 2386 1420
Passcode: 215084

Dial by your location
+1 312 626 6799 US (Chicago)
EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
FACILITIES COMMITTEE
Wednesday, December 16, 2020
5:30 P.M. via Zoom

AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. CITIZEN COMMENT Not to exceed 45 minutes

3. NEW BUSINESS

   A. Approval of Siemens Building Automation contract yearly renewal (ACTION)
   B. Approval of Total Building Service contract yearly renewal (ACTION)
   C. Approval of Schindler Elevator maintenance contract (ACTION)
   D. Approval of Schindler Elevator tech Upgrades (proprietary) - 2020 CIP (ACTION)
   E. Approval of JCI (Simplex/Tyco) Area of Rescue Assistance Upgrade (proprietary)
      - 2020 CIP (ACTION)
   F. Approval of BP&T Construction - 2020 CIP Bid 20-46 Main Interior/exterior painting(ACTION)

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.
Memorandum

To: Library Board of Trustees

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

Subject: Approval of year 2 of a 3 year service agreement with Siemens Building Automation Services

Date: December 01, 2020

Recommended Action:
Staff recommends approval of year 2 of a 3 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 that will run January 1, 2020 thru December 31, 2022.

Year 1 January 1, 2020 through December 31, 2020 $23,860
Year 2 January 1, 2021 through December 31, 2021 $24,650
Year 3 January 1, 2022 through December 31, 2022 $25,520

Funding Source:
This extension is funded from the Library Fund – Building Maintenance Services account 185.48.4840.62225 at the budgeted amount of $24,650.

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, replacement hardware/software, and all 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 from remote locations.
Advantage Services®

Agreement for Evanston Library
1703 Orrington
Evanston, IL 60201

Date: November 5, 2019
Advantage Services

Agreement for City of Evanston Library
BAS Monitoring and Control System

Effective: January 1, 2020 to December 31, 2022
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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 business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

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

1.2 Current Situation

Siemens has completed the Technology upgrades including BAS field panels and Desigo software platform. The BAS System provides support to management in the day to day operations at this facility including the control and monitoring of critical tenant space and support offices. Under this agreement, Siemens will provide technical support to maintain the BAS system including remote monitoring of critical system alarms and notification of client staff.

1.3 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, and we look forward to the opportunity to serve you.
2 Service Solution
Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

Manage System Operation & Compliance
- Services that keep systems performing at their best, as designed and intended to operate, help you achieve:
  - Optimized comfort, safety, and security
  - Fulfilled regulatory requirements
  - Reduced operating risk

Facility Assessment & Planning
- In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection
- Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services
- Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management
- Management of critical building system and compliance information with organization and access determined by your needs

Corrective Services
- Immediate response to system failures or faults to restore functionality and integrity to desired state

Optimize Performance & Productivity
- Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:
  - Enhanced system performance
  - Streamlined operational processes
  - Maximized energy efficiency

Optimization Planning
- Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services
- Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective action taken

System Improvements & Integration
- Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies

Training & Operational Support
- Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services
- On-site and/or remote resources monitor system events and alarms and take appropriate action

Protect Lifecycle Investment
- Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:
  - Extended system life
  - Maximized return on investment
  - Realized benefits of new technology

Technology Planning
- Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades
- Software upgrades and firmware updates are completed, delivering the most current technology and functionality

System Migration / Modernization
- Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions
- Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services
- Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance
2.1 HVAC CONTROL SERVICES – Automation

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, Siemens will review and reinforce learned skills, helping to lead to greater operator knowledge and productivity. Siemens will assist your operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, Siemens will address log book issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. This will help to promote better utilization of systems and applications implemented in your facility.

Under this Agreement Siemens shall provide staff coaching as requested during our scheduled maintenance inspections, which will be conducted on normal business days and hours, as agreed upon with all parties.

2.1.2 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, during normal working hours

System and software alarm monitoring including troubleshooting and diagnostics is available remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will provide alarm notification via the Siemens Desigo remote notification application (RENO) during normal working hours. Siemens will furnish and install the necessary CRSP secure online service technology to enable Siemens to remotely access your system. Internet service connection and monthly costs are provided by the end user. 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 as a billable service call. Siemens will cover the cost for (8) hours on on-site emergency support.

Preventive Maintenance

Siemens will provide six annual preventive maintenance inspections in accordance with a program of routines as determined by our experience, equipment application and location. All system field hardware is identified on the List of Maintained Equipment. All subsequent repair or replacement material and labor can be purchased at preferred discounted rates identified in Appendix A.
Repair and Replacement

Siemens will repair or replace existing devices during normal working hours should they fail during the warranty period. All subsequent repair or replacement material and labor can be purchased at preferred discounted rates identified in Appendix A.

Data Protection & Data Recovery Services

Siemens will perform semi-annual scheduled database backups of your workstation database and graphics and/or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, Siemens will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The Equipment to be included as part of this service is itemized in the List of Maintained Equipment.

2.1.3 System Performance Updates & Upgrades

Software Support and Upgrades

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. We will also provide corresponding support documentation outlining the features of the releases. Included is onsite training to familiarize you with the new features along with their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)
2.2 Exclusions and Clarifications

a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, water flow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

b) Siemens 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 expressly stated elsewhere in this Proposal; 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.

c) Siemens 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.
3 Service Implementation Plan

3.1 Maintained Equipment Table

### SIEMENS

Siemens Building Technologies
Service Agreement

<table>
<thead>
<tr>
<th>Equipment Category</th>
<th>Equipment SubCategory</th>
<th>Equipment</th>
<th>Qty</th>
<th>Serial Number</th>
<th>Location</th>
<th>Mfg/Model</th>
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<tbody>
<tr>
<td>Control Systems - Summary Level</td>
<td>Data Protection &amp; Data Recovery</td>
<td>Panel Backup (via POST)</td>
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Service Frequency: Provide semi-annual Data Protection & Recovery Services

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<tr>
<th>System 600 ALN</th>
<th>System 600 ALN</th>
<th>PXCM Controllers</th>
<th>2</th>
<th></th>
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</table>

Service Frequency: Verify MSTP communication protocol via remote services and provide on-site preventive maintenance inspections (6) days per year

<table>
<thead>
<tr>
<th>System 600 ALN</th>
<th>System 600 ALN</th>
<th>FLNC/BIM Controllers</th>
<th>2</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Service Frequency: Verify MSTP communication protocol via remote services and provide on-site preventive maintenance inspections (6) days per year

<table>
<thead>
<tr>
<th>System Performance Updates</th>
<th>Software Support and Updates</th>
<th>Desigo CC Renewal of 500 Points Software Licenses</th>
<th>1</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Service Frequency: Software Updates provided annually based on released dates

<table>
<thead>
<tr>
<th>System Performance Updates</th>
<th>Software Support and Updates</th>
<th>Desigo CC Renewal TBS Extended Feature Set</th>
<th>1</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Service Frequency: Software Updates provided annually based on released dates
3.2 Service Team

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

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

Your Assigned Team of Service Professionals will include:

John C Dwan - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Christian Micor - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

John Duncan - Primary Service Specialist is responsible for performing the ongoing service of your system.

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

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

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

Service Administrator - Service Administrator is responsible for all service invoicing including both service agreement and service projects.
4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
585 Slawin Court
Mount Prospect, IL 60056
Attn: John C Dwan

City of Evanston Library
1703 Orrington
Evanston, IL 60201
Attn: John Devaney

Services shall be provided at City of Evanston Library, Evanston, IL.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 11/5/19 and the attached terms and conditions.

Duration (Initial Term): This agreement shall remain in effect for three years. Services for year 2 and 3 will require approval from the township board and annual purchase orders matching the values listed below. Services can be cancelled by giving written notice 60 days in advance.

<table>
<thead>
<tr>
<th>Initial Term Investment</th>
<th>Period of Coverage</th>
<th>Annual Investment</th>
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<tr>
<td>Year 1</td>
<td>1/01/2020 to 12/31/2020</td>
<td>$23,860 annually</td>
</tr>
<tr>
<td>Year 2</td>
<td>1/01/2021 to 12/31/2021</td>
<td>$24,650 annually</td>
</tr>
<tr>
<td>Year 3</td>
<td>1/01/2022 to 12/31/2022</td>
<td>$25,520 annually</td>
</tr>
</tbody>
</table>

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

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

Proposal accepted by:
City of Evanston Library

Proposal submitted by:
John C Dwan
Account Executive
Siemens Industry, Inc.

Signature Date

BY SIGNATURE AND DATE, THE CUSTOMER ACKNOWLEDGES RECEIPT OF THIS PROPOSAL AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

P.O. #

________________________

Signature Date

________________________________________

Signing Manager Name

________________________________________

Signature Date

Siemens Industry, Inc.
Building Technologies Division

11/5/2019
4.2 Terms And Conditions

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

1. APPLICABLE TERMS. This Agreement governs the sale and performance of services provided by Siemens ("Siemens"). The Standard Terms Addenda, these terms, any other applicable addenda, Siemens’ proposal, price quote, purchase order or acknowledgment issued by Siemens form the parties’ final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens’ proposal, offer or acceptance is conditioned on Buyer’s acceptance of this Agreement. Any additional or conflicting terms in Buyer’s request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens’ failure to object to Buyer’s additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. PRICING & PAYMENT. Prices and payment terms are: (i) as stated in Siemens’ proposal, or if none are stated, (ii) Siemens’ standard rates in effect when Siemens receives Buyer’s purchase order; or if neither (i) nor (ii) apply, then Siemens’ standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens’ proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer’s financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens’ rates exclude charges for taxes, excises, fees, duties or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer’s account.

(d) Late Payments - Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer’s claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer’s financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer’s equipment, including “Equipment” (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer’s customers if Siemens fails to meet any such dates.

4. CANCELLATION. Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other
party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach...

5. FORCED MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber attacks, terrorist attacks, failure of normal sources of supply, or acts or omissions of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement.

For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

6. BUYER’S REQUIREMENTS. Siemens’ performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. Those obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required “Third Party Parts” (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer’s contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

7. INDEMNITY. Siemens and Buyer (each as an “Indemnitor”) shall indemnify, hold harmless and defend the other (“Indemnitee”) from and against all third party claims alleging bodily injury, death or damage to a third party’s tangible property, but only to the extent caused by the Indemnitor or its subcontractor’s negligent acts or omissions. If the injury or damage is caused by the parties’ joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer’s Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee’s behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

8. WARRANTY. (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within the Warranty Period defined in the attached Addendum A, and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens’ sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the “Warranty”).

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing
use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide t Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third Party Parts, Equipment, services or any related assignee of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer’s sole and exclusive remedies for breach of the Warranties are limited, at Siemens’ discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance of the Buyer with Article 6(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS’ SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER’S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS’ MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.
FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

10. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

11. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs. Siemens may, in addition to any other legal or equitable rights and remedies stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hard-out or other material relating to the Services performed on Buyers Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of
confidentially, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person or which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

12. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

13. CHANGES IN SERVICES. No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

14. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

15. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

16. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other party. Siemens may assign, without notice or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and assign proceeds of this Agreement without Buyer's consent.

17. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
19. **EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

20. **NUCLEAR.** In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

A. **Buyer’s Insurance**

   1. If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

   2. Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system is in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through governmental indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

B. **Waivers by Buyer.** Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer’s recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

C. **Third Party Property Protection.** Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

D. **Decontamination.** Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

22. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

24. ASBESTOS

The terms “Asbestos” and “Presumed Asbestos Containing Material” shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and “ACM” shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens' commencement of Services at any Site:

(a) The Buyer shall, at Buyer’s expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter “PACM”), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer’s non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.
(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.
SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Online Data Backup & Protection Services

The terms and conditions of this Addendum for Online Data Backup & Protection Services are applicable only to the Online Data Backup & Protection Services identified in the Proposal ("ODB&P") and supplements the Standard Terms and Conditions with the following seven (7) paragraphs:

ODB&P 1. "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Buyer's automation control, fire and life safety, and/or security systems.

ODB&P 2. "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not by limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

ODB&P 3. Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties.

ODB&P 4. Buyer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information.

ODB&P 5. SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH ODB&P 4.

ODB&P 6. Buyer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph ODB&P 4.

ODB&P 7. Buyer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner; provided that, such use does not identify Buyer or the location(s) of the Site or Sites to which Facilities Data pertains.
SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for Software License/Warranty Addendum

The terms and conditions of this Software License/Warranty Addendum ("Addendum") govern Licensee’s license to Software furnished by Siemens in conjunction with the sale of Products or Services under the terms and conditions of a Sales Agreement.

ARTICLE 1: ORDER OF PRECEDENCE AND CONTRADICTION OF TERMS
1.1 Licensor shall comply with the terms of this Addendum and the Exhibits hereto in addition to the terms of the Sales Agreement, which terms and conditions shall also apply to Software licensed under this Addendum. In the event of inconsistency between or among these provisions, the following order of precedence shall govern: 1) Exhibits to this Addendum; 2) This Addendum; and, 3) The Sales Agreement. For the avoidance of doubt, if provisions of this Addendum expand the scope of any provision of the Sales Agreement, but without contradicting it, then the provision shall apply to the Software licensed under this Addendum as augmented by this Addendum.

1.2 If Licensee received the Software prior to executing a written agreement, and installs, copies or otherwise uses the Software, Licensee shall, by doing so, indicate that Licensee has read and understood this Addendum and the Sales Agreement and accepted these terms and conditions. Licensee is not entitled to install or use the Software if Licensee does not agree with these terms. In such an event, Licensee should promptly contact Siemens for instructions on return or certified destruction of the Software.

ARTICLE 2: SOFTWARE LICENSE TERMS AND CONDITIONS
2.1 Definitions. The following terms have the meanings set forth below.
(a) “Authorized Agents” means Licensee’s consultants, agents and contractors who are working on Licensee’s premises and who require access to the Software and/or Documentation solely for their support of Licensee’s internal business.
(b) “Authorized Users” means (i) Licensee’s employees and (ii) Authorized Agents, provided the Authorized Agents comply with the terms of this Addendum.
(c) “Confirmation of Order” means a statement or document provided by Siemens acknowledging and accepting the Licensee’s order including the purchase of a license to Software or otherwise acknowledging the Software license grant to Licensee, including but not limited to a certificate of license.
(d) “Documentation” means the explanatory printed or electronic functional specification materials provided by Siemens with respect to the Software, including, but not limited to, license specifications, instructions for the use of the Software and technical specifications.
(e) “Products and Services” means the items, other than Software, as described on an order and purchased by Licensee from Siemens under a Sales Agreement.
(f) “License Metrics” means the particular metric restrictions for a relevant Software License Type as indicated in the Confirmation of Order, the Product Specific Terms or other written document by Siemens and may include concurrent user, named user, per machine, per server, per device, or per time usage, or any other metric agreed to by Siemens and Licensee.
(g) “License Type” means a Limited Term License, Perpetual License or Extended Term License.
(h) “Limited Term License” means a license of the Software that is limited in time to a period of time mutually agreed by Siemens and Licensee. Limited Term Licenses include, but are not limited to Rental Licenses.
(i) “Licensee” means the party that is acquiring rights to the Software pursuant to the terms of this Addendum and any applicable Sales Agreement.
(j) “Maintenance Services” means the maintenance, enhancement and support services provided by, or on behalf of, Siemens with respect to the Software under terms and conditions either in a separate written agreement or an exhibit to this Addendum. Maintenance Services do not include services performed by Siemens during the Warranty period.
(k) “Perpetual License” or “Extended Term License” means a license of Software that is not limited in time, but, subject to the terms of this Addendum and applicable Sales Agreement, extends indefinitely. Unless a license of Software is specified as a Subscription, a Rental License or another type of Limited Term License in this Addendum, the Product Specific Terms, or a separate contract between the parties and the Software is embodied in the Product (as identified in the applicable Sales Agreement) as delivered, then the license of Software is deemed to be a Perpetual License. Perpetual Licenses do not include Maintenance Services or professional services which must be purchased separately.
(l) “Product Specific Terms” means those terms and conditions that are (i) different or additional to this Addendum that apply to the Software or to specific use of the Software with a Product and (ii) which terms

 Siemens Standard Terms and Conditions
Version 1.3 (2016)
Department Legal

Siemens Industry, Inc. 11/5/2019
Building Technologies Division
are available to Licensees either as an Exhibit to this Addendum or in a separate document outside of this Addendum. If there is a conflict between the terms of this Addendum and the Product Specific Terms, then the Product Specific Terms will prevail.

(m) "Rental License" means a license whose term is limited to an agreed to period of time.

(n) "Sales Agreement" means any agreement for the sale of Products or Services between Siemens and Licensee under which Software is licensed or otherwise distributed by Siemens.

(o) "Software" means the software that is licensed or distributed by Siemens to Licensee under the terms and conditions of a Sales Agreement including this Addendum. "Software" includes the related Documentation.

(p) "Territory" means the country in which Siemens has licensed rights to the Software as indicated in the confirmation of Order, Product Specific Terms or applicable Sales Agreement. If no Territory is identified, the Territory shall be limited to the country in which the Software is delivered or otherwise made available to Licensee.

2.2 Licenses, Grant and Conditions

(a) License Grant. Subject to the terms and conditions of this Addendum, the Sales Agreement, and any Product Specific Terms, Siemens grants to Licensee a nonexclusive, nontransferable, limited license to allow Authorized Users to access and use the executable form of the Software, to the extent to which the same has been enabled by Siemens through use of license key or other mechanism for use by Licensee, in the Territory. The license granted to Licensee shall be of the License Type and be subject to the License Metrics set forth in the Confirmation of Order, the Product Specific Terms or other written document by Siemens. No title to or ownership in the Software is transferred to Licensee. Title to the Software, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent in the Software, will remain in Siemens or third parties from whom Siemens has obtained the right to license the Software. Siemens reserves all rights in the Software not explicitly granted herein.

(b) Delivery of Software. Delivery of the Software shall be as identified in the Confirmation of Order or from the Software purchase order number contained in the Confirmation of Order, in conjunction with the associated order data of the Siemens catalog valid at the time of the Confirmation of Order. If the Software is provided by Siemens on a data medium or made available for electronic download by Siemens, the license granted to Licensee in 2.2(a) shall include the right to install such Software in accordance with the Confirmation of Order.

(c) Use of Unauthorized Software. Licensee represents and warrants that it will only use Siemens software that has been validly licensed to it by Siemens or its authorized partner. Any Siemens software not duly licensed from Siemens or its authorized partner constitutes unauthorized software. If Licensee downloads, installs, and/or uses unauthorized software, then Siemens has the right to terminate this Addendum in accordance with the terms of Article 4.3 below.

(d) Software Security and Monitoring. Siemens reserves the right to embed a software security mechanism within the Software to monitor usage of the Software and to verify Licensee’s compliance with this Addendum. Such security mechanism may communicate with computers controlled by Siemens to exchange communications and report and store data relating to the usage of the Software, its installation, the system on which it has been installed and the number of times it has been copied or accessed. Siemens reserves the right to use license administration software, a license authorization key to control access to the Software and/or a hardware lock device. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use by Licensee of any Software without any required security mechanism is prohibited. Where Software licensed hereunder or Product(s) sold under a Sales Agreement have a remote service capability, Siemens shall be entitled to access data available from the Licensee for the Software licensed or Product(s) maintained by remote service for the term of the Sales Agreement. Licensee grants Siemens the further right to use data collected from said products for Siemens product and service optimization purposes.

(e) Third Party and Open Source Software. The Software may contain or require the use of third party technology that is provided with the Software, including open source software ("OSS"). Third party technology is licensed to Licensee either under the terms of this Agreement or under separate license terms that shall be specified in the relevant Documentation, "read me" files, notice files, or other such documents or files ("Technology Subject to a Third-Party License"). Licensee’s rights to use Technology Subject to a Third-Party License are subject to such separate license terms and are not restricted in any way by this Addendum and to the extent that a term of this Addendum is in conflict with any applicable mandatory right
granted by a third-party license, such term shall not apply. If applicable, Siemens will furnish OSS source code contained in the Technology Subject to a Third-Party License upon written request and subject to Licensee's payment of shipping and handling charges. Third party technology that is not Technology Subject to a Third-Party License shall be deemed part of the Software and is licensed to Licensee under the terms of this Addendum. The terms of any third-party license (if any) that apply to the licensed Software are either: a) specified in the Product Specific Terms, b) separately accompany the licensed Software and are automatically presented for acceptance prior to first use of such Software by an Authorized User in accordance with the Confirmation of Order (such as applicable License Type and License Metrics) obtained from Siemens, or c) are specified in the "read me" file or document for the licensed Software. The terms of such third-party licenses are here incorporated by reference to this Addendum.

(f) Other Third Party Software Not Provided. Except where the parties agree in writing to the contrary, Licensee is solely responsible for ensuring that: (i) the system on which the licensed Software is installed, run and/or used contains all third party software not contained in or bundled with the Software as delivered and that is necessary to run, install, interface with, and/or use such Software ("Other Third Party Software") and (ii) Licensee and/or Licensee's system fulfill the requirements of all required licenses for such Other Third Party Software.

(g) U.S. Government Restricted Rights. The Software is a commercial product that has been developed exclusively at private expense. If the Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense ("DOD") contract, then the Software and Documentation are considered "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §§227.7014(a)(5) and 48 C.F.R. §252.227-7014(a)(11), and used in 48 C.F.R. §§212.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §227.704. 48 C.F.R. §227.7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §227.7202-14, and other relevant sections of the Code of Federal Regulations ("C.F.R."); or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in clause 27.406(b)(2)(i) of the Federal Acquisition Regulation ("FAR"), entitled Acquisition of Existing Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in this Addendum. The United States Government will only have the rights set forth in this Addendum. Siemens licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Addendum. Siemens shall not be required to obtain a security clearance or otherwise be involved in accessing classified information as described in FAR 822.204-2 and the National Industrial Security Program Operating Manual (DoD 8520.22-M).

2.3 Backup of Software. Licensee may make one copy of the Software for archival backup purposes only, unless otherwise restricted under the applicable Product Specific Terms. Licensee shall retain and reproduce all copyright or proprietary notices in the backup copy of the Software. Siemens retains all rights to the original and backup copy of the Software. The backup copy will also be subject to the terms and conditions of this Addendum.

2.4 Licensee Responsibilities and Prohibited Actions:

(a) Remarking of Software. Licensee will not cause or permit the loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise) of the Software, in whole or in part, to or for any third party, and/or use of the Software as a service bureau.

(b) Transfer of Software. Unless specifically allowed by the terms of the Sales Agreement or this Addendum, or as may be required by applicable law, Licensee may not distribute, rent, lease, sell, sublicense or otherwise transfer all or any portion of the Software, or any rights granted in this Addendum, to any other person without the prior written consent of Siemens.

(c) Reverse Engineering or Modifying the Software.

(i) Prohibitions. Licensee will not reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software. The prohibition against modifying or reverse engineering the Software does not apply to the extent that Licensee is allowed to do so by applicable law.

(ii) Licensee shall not be entitled to remove any alphanumeric identifiers, trademarks or copyright notices from the Software, the data medium, or Documentation supplied under this Addendum.
(d) Host Identifier. With respect to each order for Software under this Agreement, Licensee or Siemens' authorized channel partner will provide Siemens with the host identifier required by Siemens and such other information reasonably requested by Siemens for each workstation and/or server on which the license management portion of the Software will be installed to permit Siemens to generate a license file that will restrict end-user access to only those Software modules licensed under this Agreement and limit use of such Software modules at any given time to the maximum number of licensed Authorized Users.

(e) Authorized Agents: Indemnity. Licensee will ensure that Authorized Agents comply with the terms of this Agreement and agrees to indemnify Siemens from and against any and all liabilities, losses, claims, costs and/or expenses incurred by Siemens and/or its affiliates as a result of any violation of the terms of this Addendum by any Authorized Agent.

2.5 Warranties and Disclaimers.

(a) Unless otherwise stated in the Sales Agreement, Confirmation of Order, or other Siemens writing, Siemens warrants that, as of the date the Software is delivered or otherwise made available to Licensee via electronic download and for a period of ninety (90) days thereafter (the “Warranty Period”), the Software will provide the features and functions generally described in the Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship. Notwithstanding the foregoing, the warranty period for the Product(s) set forth in the Sales Agreement shall control with respect to Software embedded in such Product(s). Siemens’ entire liability, and Licensee’s exclusive remedy, during the Warranty Period will be, at Siemens’ sole option, to attempt to correct or work around errors, to replace defective media on which Software is installed, if any, or to refund the license fees for the Software involved. Any refund is subject to the return or destruction of the Software or defective media to Siemens.

(b) This warranty does not apply to Software delivered by Siemens but produced by others. The warranty for Software produced by others shall be the warranty as stated by the relevant software producer.

(c) This warranty will apply only provided that: (i) the Software is not modified, changed, or altered by anyone other than Siemens or its suppliers, unless authorized by Siemens in writing; (ii) there is no change by anyone other than Siemens to the Products for which the Software is ordered; (iii) Licensee is using the Software in a proper manner in compliance with all operating instructions included in the Documentation; (iv) the nonconformity is not caused by Licensee, Licensee’s Siemens-authorized transferees, or any of their agents, servants, employees, or contractors, or any third party; (v) Licensee or Licensee’s Siemens-authorized transferees promptly notifies Siemens in writing of the nonconformity after it is discovered; and (vi) all fees for the Software due to Siemens have been paid.

(d) Licensee is responsible for the prevention of security issues with regard to its own systems and data, including Software hosted on Licensee’s systems. Licensee’s responsibility includes, but is not limited to, undesired invaders of the software such as malware, viruses, spyware or trojans and Siemens disclaims responsibility for any damages incurred as a result of Licensee’s failure to secure its systems and data.

(e) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS ARTICLE 2.5, SIEMENS MAKES AND LICENSEE RECEIVES NO EXPRESS WARRANTIES, ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN ANY COMMUNICATION WITH LICENSEE CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, SIEMENS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITHOUT LIMITING THE FOREGOING, SIEMENS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE 3: SOFTWARE MAINTENANCE TERMS AND CONDITIONS

3.1 Software Maintenance. In addition to any warranty services that Siemens may provide as set forth in Article 2, Licensee may purchase (if offered by Siemens) Maintenance Services consistent with the terms and conditions set forth in an exhibit attached hereto or other written agreement between the parties.

ARTICLE 4: GENERAL TERMS AND CONDITIONS
4.1 Limitation of Liability. Siemens' entire liability for all claims or damages arising out of or related to this Addendum, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount paid to Siemens for the Software licensed under this Addendum. This limitation is not applicable to claims covered by Article 4.2 of this Addendum.

4.2 Intellectual Property Infringement Indemnity. (a) Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Licensee based on an allegation that the Software or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Software is delivered by Siemens. Licensee will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Licensee shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Software, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Licensee is enjoined, Siemens will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software, (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify the Software so it is non-infringing.

(b) Siemens will have no duty or obligation under this Article 4.2 if the Software is: (i) supplied according to Licensee's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Licensee of its contractors after delivery; (iii) combined by Licensee or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Licensee; or (iv) any refusal or failure by Customer to install and use the most current version or a non-infringing version of the Software offered or otherwise made available by Siemens to Customer as long as such non-infringing version performs substantially the same functions. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Licensee must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Licensee under this Article 4.2.

(c) THIS ARTICLE 4.2 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND LICENSEE'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

4.3 Termination. Licensee may terminate this Addendum at any time by removing all copies of the Software from Licensee's systems, destroying them and certifying the destruction to Siemens in writing. Siemens will have the right to terminate this Addendum and/or any Limited Term License and/or Perpetual License granted hereunder immediately on notice to Licensee if Licensee: (a) violates the license restrictions of this Addendum, (b) breaches Article 2.2(c) above, or (c) files a petition in bankruptcy, has such a petition filed against it, which petition is not discharged within sixty (60) days after such filing, makes an assignment for the benefit of creditors, if a receiver, trustee, custodian or similar agent is appointed or takes possession of Licensee's assets, or if Licensee becomes insolvent or otherwise ceases doing business in the ordinary course. In addition, Siemens will have the right to terminate this Addendum and/or any Limited Term License and/or Perpetual License granted hereunder if Licensee breaches any other obligation or provision of this Agreement which breach remains uncured for a period of thirty (30) days after receipt of notice thereof from Siemens.

4.4 Effect of Termination. Upon termination of this Addendum or the associated Sales Agreement, the licenses granted hereunder and all other provisions of this Addendum (except those specified in this Article) shall be terminated and Licensee shall immediately cease using the Software, the Documentation and other Siemens confidential information and shall permanently delete all electronic copies thereof from Licensee's systems. Except as specifically set forth in this Addendum, all license fees and Maintenance Services fees are non-refundable. Termination or expiration of this Agreement or any license granted hereunder shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee's obligation to pay all fees that have accrued or are otherwise owed by Licensee up to the effective date.
of termination. All Licensee obligations under this Addendum shall survive and continue in full force and effect after any termination of this Addendum or Sales Agreement to which this Addendum is attached.

4.5 Confidentiality and Data Protection.

(a) The parties agree that the Software and Documentation shall be considered Confidential Information and be subject to the confidentiality terms and conditions under the Sales Agreement. If Licensee conducts benchmarks or other tests concerning the Software, including any content or functionality of Siemens’ third party licensors, or hardware, then the results shall constitute Siemens’ Confidential Information and shall not be published or otherwise revealed to any third party, without the prior written consent of Siemens.

(b) Licensee has the right to share Siemens’ Confidential Information with Authorized Users and Authorized Agents provided those recipients are subject to the same confidentiality obligations set forth herein. If a party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of the other party’s Confidential Information hereunder, the disclosing party shall be entitled to obtain equitable and injunctive relief in addition to all other remedies that may be available to protect the disclosing party’s interests.

(c) Nothing in this Agreement requires a party to treat as confidential any information which was independently developed by receiving party or its representatives, as evidenced by written records, without the use of disclosee’s Confidential Information.

(d) Data Protection. Licensee represents and warrants that it is in compliance with all applicable data protection laws and that it has obtained all necessary consents as required by applicable law in respect of personal data Licensee transfers or makes available to Siemens for processing in the course of this Addendum or any related maintenance and/or support services and will indemnify Siemens in respect of all costs, claims, liabilities and demands incurred by Siemens in respect of any breach of this warranty.

(e) Survival of Confidentiality Obligations. This Article 4.5 will survive the expiration or termination of this Addendum or Sales Agreement for any reason.

4.6 Audit. Licensee will at all times maintain records specifically identifying the Software licensed under this Addendum, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed. Siemens may, during regular business hours and upon reasonable advance notice, conduct an audit to determine Licensee’s compliance with the terms and conditions of this Addendum. Licensee will permit Siemens or its authorized agents to access Licensee’s facilities, workstations and servers and otherwise cooperate fully with Siemens in any such investigation and will take all commercially reasonable actions to assist Siemens in accurately determining Licensee’s compliance with the terms and conditions of this Addendum. Siemens and its authorized agents will comply with Licensee’s reasonable security regulations while on Licensee’s premises.

4.7 Assignment. Neither party may assign all or part of this Addendum, or any rights or obligations under this Addendum without the prior written consent of the other; but, either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary, or affiliate or affiliates successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party’s assets). However, Licensee shall not assign this Addendum to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Licensee’s obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Addendum and/or assign proceeds of this Addendum without Licensee’s consent.
4.8 Feedback. To the extent that Licensee gives feedback on the Software to Siemens or its subcontractors, Licensee hereby assigns to Siemens all rights to such feedback (including any suggestions, enhancement requests, recommendations or other feedback) provided by the Licensee and its Authorized Users of the Software and shall treat such feedback as Confidential Information of Siemens in accordance with the obligations set forth herein. Licensee further agrees to ensure that it obtains such rights to Feedback from the Authorized Users and to provide Siemens all reasonable assistance necessary to perfect any intellectual property rights resulting from any feedback.

4.9 Relationship of the Parties. For all purposes, Licensor and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. Neither party is, nor will either party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other party.
Exhibit A to Software License/Warranty Addendum

Siemens’ Building Technologies Division ("Siemens BT")

Product Specific Terms

The standard terms and conditions that govern the license of software furnished by Siemens, including Siemens BT software, to Licensee are set forth in a standalone license agreement or a license addendum to a sales agreement for products and services agreed to by the parties (referred to herein as the “Agreement”).

1. SII BT Software Specific Terms

The following product specific terms and conditions are specific to Siemens BT software that is deliverable under the Agreement ("Siemens BT Software Specific Terms"): Licensee agrees to take delivery of such Siemens BT software subject to (i) any applicable Siemens BT end-user license agreement (EULA) and third party license (including any CSS license) accompanying such Siemens BT software, or (ii) if no EULA or third party license accompanies such Siemens BT software, the EULA posted at www.usa.siemens.com/biosafrica (Siemens BT’s EULA web site) for such Siemens BT software. Notwithstanding the foregoing, in the event of any inconsistency between the terms of the Agreement and the EULA for such Siemens BT software, the terms of the Agreement shall govern over the EULA except for the use and metric restrictions set forth in the EULA for such Siemens BT software shall take precedence and supersedes the terms of the Agreement. The Licensee may state an objection to any terms of an applicable EULA prior to issuance of a purchase order or execution of an applicable SON for such Siemens BT software; however, for such objection to stand it shall be subject to Siemens written acceptance at the same.

2. Siemens BT BACnet Field Panel Web Server Solution Specific Terms

The product specific terms and conditions set for in this section are specific to Siemens BT’s BACnet Field Panel Web Server Solution Software and all not to any other software offered by Siemens BT. These terms are additional to the terms in the Agreement and the Siemens BT Software Specific Terms. To the extent that these terms are in conflict with the terms of the Agreement or the Siemens BT Software Specific Terms, these terms will take precedence and supersedes the terms of the Agreement and the Siemens BT Software Specific Terms with respect to Siemens BT’s Field Panel Web Server Solution Software.

Software as defined in the Agreement and with respect to this Section shall mean Siemens BT’s Field Panel Web Server Solution Software, which includes Siemens’ BACnet Field Panel Web Client Application (also referenced in related Documentation as “Field Panel Web UI”), Field Panel Web Server Software (also referenced in related Documentation as “BACnet Field Panel Web Server” and “Field Panel Web Server”), Data Exchange Protocol and Data Exchange Software in any release of the foregoing.

The Software is provided as embedded software in a Siemens’ field panel controller (“Field Panel”) having a part number prefix PXD00-*, PXD100-*, PXC360-*, TC1000-*, or TC36-* (where "*" denotes remaining part number variations).

The Software may only be accessed by Licensee via the BACnet Field Panel Web Client Application that may be uploaded to a single computer.
Appendix A.  Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

*(Jan 1, 2019 thru Dec 31, 2019)*

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

<table>
<thead>
<tr>
<th>Standard Labor Rates:</th>
<th>Straight Time (M-F 7 AM to 5 PM) excl. Holidays</th>
<th>Regular Overtime (M-F 5 PM to 7 AM, &amp; Sat) excl. Holidays</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automation Specialist</td>
<td>$235.00</td>
<td>$352.00</td>
<td>$470.00</td>
</tr>
<tr>
<td>Electrical Technician</td>
<td>$243.00</td>
<td>$365.00</td>
<td>$486.00</td>
</tr>
<tr>
<td>Fire Tech</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>Fire Sprinkler Fitter</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>Security Specialist</td>
<td>$194.00</td>
<td>$292.00</td>
<td>$388.00</td>
</tr>
<tr>
<td>HVAC Mechanic</td>
<td>$215.00</td>
<td>$322.00</td>
<td>$430.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Preferred Customer Labor Rates:</th>
<th>Straight Time (M-F 7 AM to 5 PM) excl. Holidays</th>
<th>Regular Overtime (M-F 5 PM to 7 AM, &amp; Sat) excl. Holidays</th>
<th>Sundays &amp; Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automation Specialist</td>
<td>$196.00</td>
<td>$294.00</td>
<td>$392.00</td>
</tr>
<tr>
<td>Electrical Technician</td>
<td>$211.00</td>
<td>$317.00</td>
<td>$422.00</td>
</tr>
<tr>
<td>Fire Tech</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>Fire Sprinkler Fitter</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>Security Specialist</td>
<td>$169.00</td>
<td>$253.00</td>
<td>$338.00</td>
</tr>
<tr>
<td>HVAC Mechanic</td>
<td>$195.00</td>
<td>$292.00</td>
<td>$390.00</td>
</tr>
</tbody>
</table>
Vehicle and Material Rate:

*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 $90.00 trip charge. Technician travel time and on-site labor time is billable.

Service for customers without a Service Agreement involving travel to the customer site will incur a four-hour minimum labor charge plus a flat $90.00 trip charge. Technician travel time and on-site labor time is billable.

*Automation On-line Support Services:* Customers will be charged a 2 hour minimum (at the prevailing Automation Specialist rate) for online automation diagnostics and other remote services, and consulting services provided via phone. No trip charge applies for remote support services.

*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 25% off list on standard catalog pricing for Siemens Industry Inc. – BT Division products.
Memorandum

To: Evanston Public Library Board of Trustees
From: John Devaney, Library Facilities Manager
Karen Danczak-Lyons, Library Executive Director
Subject: Approval of year two of a multi-year Janitorial Agreement
with Total Building Services (TBS)
Date: November 20, 2020

Recommended Action:
Staff recommends approval for year two of a three year, annually renewable, agreement for
daily janitorial services at the Main Library with Total Building Services (TBS) located at 340
Bennett Road, Elk Grove Village, Illinois 60007 for $112,680 for FY FY2021, and $126,240 for
FY 126,240.

Funding Source:
This agreement is funded from the Library Fund – Building Maintenance Services account
4840.62225 at the budgeted amount of $112,680 for FY 2021.

Summary:
On the October 10, 2019 (RFP 19-57), City and Library staff solicited proposals to perform
janitorial services at the Main Library, Civic Center, Sherman/Maple Ave garages, 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) and complies with the City of Evanston minority goals.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>COMPLIANCE</th>
<th>3 year cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBS</td>
<td>Y</td>
<td>$360,660</td>
</tr>
<tr>
<td>ECO CLEAN</td>
<td>Y</td>
<td>$416,923</td>
</tr>
<tr>
<td>CHI-TOWN</td>
<td>N</td>
<td>$309,864</td>
</tr>
<tr>
<td>ALPHA BUILDING</td>
<td>Y</td>
<td>$713,115</td>
</tr>
</tbody>
</table>

ATTACHED: Janitorial Bid 19-57
CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

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

Janitorial Services Contract – Evanston Public Library
RFP Number: 19-57

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 20th day of January, 2020, between the City of Evanston Public Library, an Illinois municipal corporation with offices located at 1703 Orrington Avenue, Evanston Illinois 60201 (hereinafter referred to as the "Library"), and TBS, with offices located at 340 Bennett Road, Elk Grove, 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 $360,660.

I. COMMENCEMENT DATE

Consultant shall commence the Services on 02/01/2020 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 02/01/2023. 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 and page 25 of Exhibit B. 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. 19-57 (Exhibit B), but only with respect to services related to the City of Evanston Public Library, and Consultant’s Response to the Proposal (Exhibit C). All services in RFP no. 19-57 related to services to any City of Evanston facilities other than the Evanston Public Library are expressly excluded from the scope of this Agreement. 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 within 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’ materialmens’ 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 5/2-105 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, and C 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:

By

Its:

FEIN Number:

Date:

2/8/20

CITY OF EVANSTON
EVANSTON PUBLIC LIBRARY
1703 ORRINGTON
EVANSTON, IL 60201

By:

Its: Executive Library Director

Date:

7/26/20

Approval as to form

[Signature]

[Title] Assistant City Attorney
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated January 17, 2020 between the City of Evanston – Evanston Public Library, 2100 Ridge Avenue, Evanston, Illinois, 60201 (“City”) and TBS (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: 02/01/2020

II. COMPLETION DATE: 01/31/2023

III. FEES: N/A

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q #19-57 (Exhibit B) and Consultants Response to Proposal

(Exhibit C) Dated: 10/10/19
To: Evanston Public Library Board of Trustees

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

Subject: Approval of multi-year elevator service agreement with Schindler Elevator Corporation

Date: December 08, 2020

Recommended Action:
Staff recommends approval of a multi-year (three year), annually renewable, service agreement for elevator maintenance and breakdown labor coverage at the Main Library with Schindler Elevator Corporation, One Tower Lane, Suite 170, Oak Brook Terrace, IL 60181-4621 in the annual amount of $9,750.

Funding Source:
This agreement is funded from the Library Fund – Building Maintenance Services account 4840.62225 at the budgeted amount of $9,750.

Summary:
The Main Library was fitted with Schindler Brand elevators when the building was constructed in 1994. Most commercial elevators and their parts are proprietary. Evanston Public Library has held a service contract with Schindler Corporation since 1995.

This will be our second multi-year contract with Schindler Corp. Through negotiations Schindler Corporation has reduced the annual cost of our contract from $10,200 to $9,450.
To: Evanston Public Library
1703 Orrington Ave
Evanston, IL 60201-3827

Attn: John Devaney

**EQUIPMENT DESCRIPTION**

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<tr>
<th>Qty</th>
<th>Manufacturer</th>
<th>Equipment Application Description</th>
<th>Rise/Length</th>
<th>Openings</th>
<th>Capacity</th>
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SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 853 North Church Court, Elmhurst, IL 60126-1036, and EVANSTON PUBLIC LIBRARY, 1703 Orrington Ave, Evanston, IL 60201-3827 ("you") agree as follows:

**PREVENTIVE MAINTENANCE SERVICE**

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

**PREVENTIVE MAINTENANCE PROGRAM**

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

**EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS**

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.
HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gib, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman’s phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, deck or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Test</th>
<th>Frequency</th>
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<tbody>
<tr>
<td>Hydraulic</td>
<td>Pressure/Relief Valve</td>
<td>Annually</td>
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Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building’s service call records, and will promptly relay the details of your call to the assigned technician.
SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include the Schindler Cube or Schindler Remote Monitoring, Schindler ActionBoard/Dashboard, and Schindler ActionBoard Mobile/Dashboard Mobile. These digital tools and their three subscription tiers are described below.

**Schindler Ahead** provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

**Schindler ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile** are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

The three subscription tiers for Schindler Ahead are:

**Connect** – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

**Enhanced** – The Enhanced Package includes Connect, plus access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

**Premium** – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

During the term of this agreement, you have the ability to adjust the tier you have selected at your convenience. The Schindler Ahead Package described in this agreement requires activation of Schindler Ahead hardware. Schindler will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

**CALLBACK RESPONSE TIME**

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.
HOURS OF SERVICE
We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an “emergency minor adjustment callback” if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM
This Agreement commences on January 01, 2021, and continues until December 31, 2023, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE
In consideration of the services provided hereunder, you agree to pay us the sum of $795.00 per month, payable in annual installments of $9,540.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

[ ] Upgrade to the Connect Package - $10 per unit, per month addition.
[ ] Upgrade to the Enhance Package - $20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner’s expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT
The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.
PAYMENT OPTIONS

(1) Please select a Method of Payment:

☐ Direct Debit  1% Discount (Attach Copy of voided check)
☐ Credit Card  3% Addition

☐ Visa  ☐ MC  ☐ AMEX

Number: ____________________________
Expiration Date: ______________________
Signature: ____________________________

☐ Check
☐ Other: ____________________________

(2) Please select a Payment Frequency (Other than Annual):

☐ Semi-Annual  1% Addition
☐ Quarterly  3% Addition
☐ Monthly  5% Addition
The attached terms and conditions are incorporated herein by reference. Acceptance by you as owner’s agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed: ____________________________  Accepted: ____________________________

By: Jason Lazzara  
For: Schindler Elevator Corporation

Title: Sales Representative
Date: December 01, 2020

Approved: ____________________________

By: Jason Vallee
Title: ____________________________
Date: ____________________________
TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

   (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
   (b) Termination of the Agreement on ten (10) days prior written notice; and
   (c) Attorneys’ fees, cost of collection and all other appropriate remedies for breach of contract.
8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys’ fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler’s maintenance obligation is terminated, the Schindler Ahead features (“SA”) (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements (“claims”) arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers’ Compensation - Equal to or in excess of limits of Workers’ Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer’s Liability - $5,000,000 Each Accident/Employee/Policy Limit.
Memorandum

To: Evanston Public Library Board of Trustees
   Evanston Public Library Facilities Committee
From: Karen Danczak Lyons, Executive Library Director
      John Devaney, Facilities Manager
Subject: Proposed FY2020 Capital Budget Expenditure 480025
Date: December 09, 2020
Subject: Major Mechanical/Control Upgrade for the Schindler Elevators cars 1&2.
       CIP: 480025

Recommended Action:
Staff recommends the Library Board and Facilities Committee authorize the Executive Library Director
to execute a single-source contract with Schindler Elevator Corporation 853 N. Church Court
Elmhurst, IL 60126-1036 for a major upgrade of the mechanical/controls systems for Main Library
elevator cars 1&2. In the amount of $149,500

Funding Source:
Funding will be from the CIP 2020 General Obligation Bond. Account 187.48.4862.65515.480017.

Summary:
The Evanston Main Public Library was constructed in 1993 and went online in 1994. The City of
Evanston selected Schindler Brand elevators for the building and they have served the facility well
over the years. They two lobby elevators are heavily used on a daily basic. The time has come that
the operating controls and mechanical pumps and motors are obsolete and are no longer supported
by the company. The elevator system is a proprietary system (like most) the system is serviced and
maintained by Schindler, the Library has an annual service and maintenance agreement with
Schindler to ensure that the system is inspected and functioning properly. The technicians at
Schindler are familiar with our building and equipment is responsive and swift. We will also be
upgrading the interior elevator lighting systems to LED. This will be performed by in-house staff saving
over $15,000

Attachments:
Schindler Upgrade proposal
Hydraulic Elevator Upgrade Proposal
Taking our relationship to the top

HXpress Modernization
December 8th, 2020

John Devaney  
1703 Orrington Ave  
Evanston, IL 60201-3827

Re: Elevator Modernization  
Evanston Public Library

Dear John:

Schindler is the leading low-rise elevator manufacturer in North America for more than 10 years and an industry leader with our HX control platform for almost 20 years. We understand modernization can be a costly and disruptive process. Schindler tries to minimize this disruption and cost impact in a few different ways. As a leader in modernization in North America, we have designed our systems and our processes to reduce our installation time and to minimize disruption to your property while the work is ongoing.

Safety is a core value of Schindler. We are proud of our industry leading position in Safety for several years now. We have incorporated safety as the first and most important daily process step in all of our activities.

Innovation is also a core value of Schindler. Our Schindler Ahead advanced diagnostics will improve reliability as well as return to service time in the event of a failure. With Actionboard you will have total visibility and transparency of your elevator system and Schindler’s service process. We have included one year of our Enhanced service platform from turnover of the last elevator as part of our modernization offering. With Enhanced we waive any running on arrival callbacks. We also offer our 24-monitoring service, Digital Alarm, as an add on to Enhanced for $25 per month per unit. With Digital Alarm you can eliminate the costly phone line service you may be currently paying for your elevators.

Evanston Public Library is a valued customer to Schindler. Your elevators have served your property well over the life of the building. We hope this offering demonstrates our commitment to your property. We look forward to the opportunity to discuss this proposal with you in the near future.

Sincerely,

Jason Lazzara  
Sales Representative

Schindler Elevator Corporation  
853 North Church Court  
Elmhurst, IL 60126-1036  
630-478-7113  
Jason.lazzara@schindler.com
Leadership through service

Schindler’s company vision, “leadership through service,” serves as our guiding principle throughout each customer relationship. To achieve that vision, employees throughout our organization put these values into practice every day:

- As a premier total service company, we at Schindler live values that provide our customers with outstanding service as well as world class products.
- We are passionate service providers to both our internal and external customers.
- Every business process is designed to best serve our customers.

Throughout our history, Schindler has strived to demonstrate these values on every project. We now look forward to continuing our partnership with our Hxpress package upgrade offer. We are committed to providing you with the industry leading low-rise product in a turn key solution with a payment plan over time* that builds off of our long-term commitment to you as our customer.

The Schindler management and engineering team has developed this project plan to provide you with an overview of our approach to make your property a successful project.

* Subject to proper credit approval.
**Obsolescence Challenges**

All mechanical and electrical components wear with use over time. For this reason, we only see automobiles over 25 years old in the classic car grouping. The computer age brought us great advancements which have accelerated rapidly over the past 10 years pushing many older computer technologies to the side. In similar fashion, elevators over 25 years old face these same challenges. The above noted mechanical and electrical systems over 25 years old pose many of the following issues:

- Reliability Challenges
- Higher maintenance costs
- Limited or rebuilt only parts availability
- Higher potential liability exposure
- Higher operating costs

**Schindler’s Unique Offer**

Schindler values our relationships with all of our customers and works to provide creative solutions to our customers which benefit both the customer and Schindler. Our hydraulic elevator, Hxpress modernization offer is one such unique opportunity for Schindler to partner with you, our customer. We understand the cost of an elevator modernization along with the other building cost upgrades required with a modernization can be a serious burden on a property. Further, the cost and time to manage the various building trades required to successfully complete the work in a timely manner can be just as daunting as the cost itself. Schindler’s offer tries to alleviate these concerns by providing the following:

- 60- or 72-month payment options for those with approved credit.
- One year of our Enhanced package Schindler Ahead and Action Board which provides advanced diagnostic and elevated customer service tools for your property.
- A new co-terminus warranty package which starts after the one-year free service agreement. This warranty will be billed outside of the modernization package at current market rates.
HX express Package will provide:

HX package control provides the same equipment as Schindler’s 330A new installation hydraulic elevator, the #1 selling hydraulic elevator for more than 10 years.

With over 80,000 units in service you can be assured of Schindler support for many years to come.
Schindler Advantage

• Market leader hydraulic package in North America for over 15 years.

• Reliability: Less than one shutdown per year per unit across the entire product line.

• Soft Start Kit reduces power surge and power consumption.

• Hush Kit reduces sound level from power unit.

• Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

• All units equipped with one-year Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Actionboard mobile reporting for the customer.

• Digital Alarm available to replace more expensive 24-hour emergency monitoring services.
Imagine a platform where all involved parties are connected, and necessary information is shared in real-time. Schindler Ahead connects equipment, customers, passengers with Schindler Contact Centers and technicians via its digital closed-loop platform.

Schindler Ahead is included as part of your modernization package. See Terms and Conditions within this proposal for details.
Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

**Global support**

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry’s highest quality systems.

**National support**

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler’s equipment is maintained through every stage of an elevator’s life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

**Regional support**

Schindler’s Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

**Local support**

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.
Overview of the Field Safety Program

Schindler's Field Safety Program has been developed to provide our customers with the necessary information regarding our efforts to reduce accidents and maintain compliance with applicable safety regulations.

The goals of Schindler's Field Safety Program are to reduce the incidence of workplace injuries and illnesses and maintain compliance with all applicable safety regulations. These goals are carried out through established company safety procedures and employee training. We continuously monitor the success of the Field Safety Program by tracking accident reduction efforts, workers' compensation accident costs, number of accidents, near miss analysis and employee training.

Schindler maintains safety procedures/programs designed to ensure the success of the Field Safety Program. The following elements are included:

- Guidelines for safe work practices
- Accident reporting and investigation procedures
- OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Electrical)
- Schindler Elevator Corporation safety training programs
- Employee disciplinary procedures
- Substance abuse testing guidelines
- Subcontractor safety and insurance requirements
- Emergency and first aid procedures
- New employee safety orientation
- Fire protection measures
- Personal Protective Equipment (PPE) requirements
- Proper mechanical and manual materials handling
- Fleet safety policies and training
- Guidelines for working in buildings where asbestos may be present
- Schindler maintains written programs for Hazard Communication, Fall Protection, Confined Space, Lockout/Tagout, Respiratory Protection and Scaffolding and other OSHA-required training programs.

Safety training

Schindler maintains an on-going safety training program for all field employees to ensure that all have been trained in the safe execution of their work assignments. This training includes the following:

- Safe work practices
- Recognition and abatement of unsafe conditions
- How to prevent common causes of accidents (i.e., back injuries)
- Hazard Communication/handling of hazardous materials
- Control of electrical hazards
- Proper materials storage and handling

In addition to training received directly from Schindler, all field employees are provided training on safe work practices educational program (National Elevator Industry Education program).
With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.
### Project Scope

#### Bank A

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<tr>
<th>Number of Units</th>
<th>1</th>
<th>Capacity</th>
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<tbody>
<tr>
<td>Type</td>
<td>HX</td>
<td>Speed</td>
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<tr>
<td>Unit Numbers</td>
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<td># of stops</td>
<td>4</td>
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<tr>
<td>Jack Type</td>
<td>Borehole</td>
<td># of openings</td>
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#### Description of Work

<table>
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<tr>
<th>Description of Work</th>
<th>Type</th>
<th>Option</th>
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<tbody>
<tr>
<td>Machine Room</td>
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<td></td>
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<tr>
<td>Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)</td>
<td>HX Controller + Power Unit</td>
<td>New</td>
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<tr>
<td>Schindler Ahead</td>
<td></td>
<td>New</td>
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<tr>
<td>Governor</td>
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<td></td>
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<tr>
<td>Building Emergency Power Interface</td>
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<td>NA</td>
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<tr>
<td>Battery Lowering</td>
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<td>New</td>
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<tr>
<td>Code Blue</td>
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<tr>
<td>Oil Cooling Unit</td>
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<tr>
<td>Oil Feed Line</td>
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<td>Reuse</td>
</tr>
<tr>
<td>Tank Heater</td>
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<td>Reuse</td>
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<tr>
<td>Rupture Valve</td>
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<td>Reuse</td>
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<td>Machine Room Wiring</td>
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<td>Door Operator</td>
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<td>Clutch: Front</td>
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<td>Clutch: Rear</td>
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<tr>
<td>Door Restrictors</td>
<td>Mechanical Angles &amp; Vanes</td>
<td>Reuse</td>
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<tr>
<td>Door Gibs</td>
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<td>Door Fire Tabs</td>
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<td>Reuse</td>
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<td>Electronic Door Detector: Front</td>
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<td>Reuse</td>
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<td>Electronic Door Detector: Rear</td>
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<td>Hoistway Door Equipment</td>
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<tr>
<td>Door Tracks</td>
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<td>Reuse</td>
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<td>Door Hangers</td>
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<td>Reuse</td>
</tr>
<tr>
<td>Pickup Assemblies</td>
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<td>Reuse</td>
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<tr>
<td>Spirators</td>
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<td>Included</td>
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<tr>
<td>Sill Closers</td>
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<td>Included</td>
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<tr>
<td>Door Interlocks</td>
<td></td>
<td>Included</td>
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<tr>
<td>Car and Hall Fixtures</td>
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<tr>
<td>Code Compliant Main COP</td>
<td>QPAC (Includes COP Wiring Kit)</td>
<td>New</td>
</tr>
<tr>
<td>Code Compliant Aux COP</td>
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<td>NA</td>
</tr>
<tr>
<td>Car PI</td>
<td>QPAC - In COP</td>
<td>New</td>
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<tr>
<td>Car Lantern</td>
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</tr>
<tr>
<td>Hall Lantern</td>
<td>QPAC – Surface Mount</td>
<td>New</td>
</tr>
<tr>
<td>Hall Position Indication</td>
<td>QPAC - Stand-alone</td>
<td>New</td>
</tr>
<tr>
<td>Description of Work</td>
<td>Included in Proposal</td>
<td></td>
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<tr>
<td>---------------------</td>
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<td></td>
</tr>
<tr>
<td>Cab Interior</td>
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</tr>
<tr>
<td>New Cab Complete (installed by SEC)</td>
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<td></td>
</tr>
<tr>
<td>Cab Shell</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Ceiling / Lighting</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Emergency Light (Canopy Type)</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Cab Interior Package (installed by SEC)</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Cab Returns</td>
<td>Reuse</td>
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</tr>
<tr>
<td>Wall Panels</td>
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<td></td>
</tr>
<tr>
<td>Front Car Door</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Rear Car Door</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Handrails</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Front Car Sill</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Rear Car Sill</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>Fan</td>
<td>New</td>
<td></td>
</tr>
<tr>
<td>Emergency Exit Switch</td>
<td>New</td>
<td></td>
</tr>
<tr>
<td>New Cab Complete (installed by SEC)</td>
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<td></td>
</tr>
<tr>
<td>Cab Shell</td>
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<tr>
<td>Ceiling / Lighting</td>
<td>Reuse</td>
<td></td>
</tr>
<tr>
<td>Emergency Light (COP Type)</td>
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<td>Reuse</td>
<td></td>
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<tr>
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<td>Rear Car Sill</td>
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<td></td>
</tr>
<tr>
<td>Fan</td>
<td>New</td>
<td></td>
</tr>
<tr>
<td>Emergency Exit Switch</td>
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</table>
### Project Scope – Bank | A

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>1</th>
<th>Capacity</th>
<th>4500</th>
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<tbody>
<tr>
<td>Type</td>
<td>HX</td>
<td>Speed</td>
<td>125</td>
</tr>
<tr>
<td>Unit Numbers</td>
<td>02</td>
<td># of stops</td>
<td>6</td>
</tr>
<tr>
<td>Jack Type</td>
<td>Borehole</td>
<td># of openings</td>
<td>5 Front 1 Rear</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Type</th>
<th>Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Machine Room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)</td>
<td>HX Controller + Power Unit</td>
<td>New</td>
</tr>
<tr>
<td>5</td>
<td>Schindler Ahead</td>
<td>New</td>
</tr>
<tr>
<td>Governor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Building Emergency Power Interface</td>
<td>NA</td>
</tr>
<tr>
<td>12</td>
<td>Battery Lowering</td>
<td>New</td>
</tr>
<tr>
<td>13</td>
<td>Code Blue</td>
<td>NA</td>
</tr>
<tr>
<td>14</td>
<td>Oil Cooling Unit</td>
<td>NA</td>
</tr>
<tr>
<td>15</td>
<td>Oil Feed Line</td>
<td>Reuse</td>
</tr>
<tr>
<td>16</td>
<td>Tank Heater</td>
<td>Reuse</td>
</tr>
<tr>
<td>22</td>
<td>Rupture Valve</td>
<td>NA</td>
</tr>
<tr>
<td>23</td>
<td>Machine Room Wiring</td>
<td>New</td>
</tr>
<tr>
<td>Door Operator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Door Operator: Front</td>
<td>Reuse</td>
</tr>
<tr>
<td>32</td>
<td>Door Operator: Rear</td>
<td>Reuse</td>
</tr>
<tr>
<td>Clutch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Clutch: Front</td>
<td>NA</td>
</tr>
<tr>
<td>34</td>
<td>Clutch: Rear</td>
<td>NA</td>
</tr>
<tr>
<td>Door Restrictors</td>
<td></td>
<td>Reuse</td>
</tr>
<tr>
<td>Door Gibs</td>
<td></td>
<td>Reuse</td>
</tr>
<tr>
<td>Door Fire Tabs</td>
<td></td>
<td>Reuse</td>
</tr>
<tr>
<td>40</td>
<td>Electronic Door Detector: Front</td>
<td>Reuse</td>
</tr>
<tr>
<td>41</td>
<td>Electronic Door Detector: Rear</td>
<td>Reuse</td>
</tr>
<tr>
<td>Hoistway Door Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Door Tracks</td>
<td>Reuse</td>
</tr>
<tr>
<td>43</td>
<td>Door Hangers</td>
<td>Reuse</td>
</tr>
<tr>
<td>Pickup Assemblies</td>
<td></td>
<td>Reuse</td>
</tr>
<tr>
<td>44</td>
<td>Spirators</td>
<td>Included</td>
</tr>
<tr>
<td>45</td>
<td>Sill Closers</td>
<td>Included</td>
</tr>
<tr>
<td>46</td>
<td>Door Interlocks</td>
<td>Included</td>
</tr>
<tr>
<td>Car and Hall Fixtures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Code Compliant Main COP</td>
<td>QPAC (Includes COP Wiring Kit)</td>
</tr>
<tr>
<td>52</td>
<td>Code Compliant Aux COP</td>
<td>NA</td>
</tr>
<tr>
<td>53</td>
<td>Car PI</td>
<td>QPAC - In COP</td>
</tr>
<tr>
<td>54</td>
<td>Car Lantern</td>
<td>NA</td>
</tr>
<tr>
<td>55</td>
<td>Hall Lantern</td>
<td>QPAC – Surface Mount</td>
</tr>
<tr>
<td>56</td>
<td>Hall Position Indication</td>
<td>QPAC - Stand-alone</td>
</tr>
<tr>
<td>57</td>
<td>Access Switch</td>
<td>QPAC - Top &amp; Bottom Jamb</td>
</tr>
<tr>
<td>58</td>
<td>Hall Pushbutton Station</td>
<td>QPAC – Surface mount</td>
</tr>
<tr>
<td>59</td>
<td>Fixture Finish</td>
<td>#4 Stainless Steel</td>
</tr>
<tr>
<td>Car and Hoistway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Hoistway Wiring</td>
<td>Traveling Cable (w/ addl wires for sec.) + Hoistway Wiring</td>
</tr>
<tr>
<td>62</td>
<td>Car Top Inspection Station and Work Light</td>
<td>HX</td>
</tr>
</tbody>
</table>
All other systems and components not noted above will be reused and integrated into the new elevator system.

### Cab Interiors Scope – Bank: A

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<tr>
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<tbody>
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<td>Cab Shell</td>
<td>Reuse</td>
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<td>Ceiling / Lighting</td>
<td>Reuse</td>
</tr>
<tr>
<td>Emergency Light (Canopy Type)</td>
<td>Reuse</td>
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<tr>
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<td>Emergency Exit Switch</td>
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SCHINDLER AHEAD

Your Schindler HXpress Modernization package comes enabled with Schindler Ahead. The Schindler Ahead Hardware provides remote connectivity to your Equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of this modernization, Schindler includes one year of Enhanced Package upon completion and turnover of the last unit with details as noted herein. Upon completion of the one year, Schindler will automatically bill you $20.00 per month per unit for the Enhanced Package until terminated or changed by you in writing to us.

Connect – Schindler’s Connect package provides wireless cellular communication from your equipment’s controller to Schindler’s data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real-time information on your equipment.

Enhanced – The Enhanced Package includes the features of Connect, plus access to Schindler’s Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman’s service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Connect, Enhanced and Premium Packages include access to Schindler ActionBoard and ActionBoard Mobile, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add TeleAlarm, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.

Please contact your Schindler Service representative for more detail on incorporating one of these service tiers into your service contract.
Work by Others

The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

**Hoistway**

1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

**Machine Room**

1. Enclose/relocate all non-elevator-oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55° F and 90° F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor’s drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an "ABC" fire extinguisher.
Owner General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.
7. Removal of old hydraulic oil from the building.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
Price and Payment Terms

1. Our price for the work proposed is $147,900.00, including appropriate tax. This price is firm for 90 days, and thereafter subject to change without notice.

You agree to the following payment schedule:
- 35% of the price quoted above upon execution of this Contract;
- Balance to be paid in one installment upon material delivery equal to 95% of the remaining balance within 30 days of invoice;
- Final payment within 30 days of completion of the work.

Any late or overdue payments will bear interest at the rate of 1 1/2% per month. Attorneys’ fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

We will not release to manufacture until the above initial payment is made. We will not turn over equipment prior to receipt of 95% of the price for the work.

2. Schindler understands the costs for capital improvement can put a strain on a property’s budget. Schindler has partnered with leading Finance organizations in an effort to help our client’s sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization’s representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

Our monthly finance payment for the elevator work over 60 months would be $3,150.15*.

If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately. *Monthly finance payment is an approximation and will be finalized following the credit check and contract.

Your sales representative, Jason Lazzara, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.
Proposal Details

General Terms and Conditions

The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.

The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the reality, the acceptance of notes, or the sale, mortgage or lease of the premises.

The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.

Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.

All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.

The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.

Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.

It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchasers's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.
Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.

We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.

Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.

We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.

Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.

If completion of our work is delayed beyond our control and the following date: , our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be in variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.
Proposal Details

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/access/object codes, passwords. In the event Schindler’s maintenance obligation is terminated, the Schindler Ahead features (“SA”) (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax-exempt status, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.

We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.

Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
Proposal Details

Schindler Elevator Corporation

By Jason Lazzara

(Signature)

Accepted: ________________________________

(Full legal name of Purchaser)

By: ________________________________

(Signature) (Title)

Date: ________________________________

∇ Principal or Owner
∇ Agent for Principal or Owner: ________________________________

(Name of Principal & Owner)

Approved: Schindler Elevator Corporation

By:

(Signature)

Date: ________________________________
# Financing Credit Application

## APPLICANT INFORMATION:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td>Phone</td>
<td>Years in Business</td>
</tr>
<tr>
<td>___ Own Business Property</td>
<td>___ Rent Business Property (Landlord, Phone #)</td>
</tr>
<tr>
<td>___ Proprietorship</td>
<td>___ Partnership</td>
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## INFORMATION ON PRINCIPAL(S):

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
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<tr>
<td>Name</td>
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<td>SS#</td>
</tr>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
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## BANK REFERENCE:

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<th>Name of Bank</th>
<th>Contact &amp; Phone #</th>
<th>Acct #</th>
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</table>

## TRADE REFERENCE(S):

<table>
<thead>
<tr>
<th>Supplier</th>
<th>City/State</th>
<th>Phone #</th>
<th>Contact / Acct #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier</td>
<td>City/State</td>
<td>Phone #</td>
<td>Contact / Acct #</td>
</tr>
</tbody>
</table>

## AUTHORIZATION:

By submitting or signing and faxing the above application, you certify that the information provided in this credit application is accurate and complete and you authorize Schindler Elevator Corp, its successors and/or assigns to obtain information from the references listed and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. The individual signing or submitting this application further waives any right or claim, which such individual would otherwise have under Fair Credit Reporting Act in the absence of this continuing consent.

**SIGNATURE OF APPLICANT:** ______________________________ **DATE____________**

## ECOA NOTICE (TO BE RETAINED BY APPLICANT):

Your business credit application will be reviewed carefully, and a decision will be rendered promptly. If your business credit application is denied, you have the right to a written statement of the reasons for denial. To obtain a statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for denial within 30 days of your request. **NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, gender, marital status, age (provided applicant has the capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
## Modernization Invoice Application No. 1

<table>
<thead>
<tr>
<th>Bill to:</th>
<th>Ship to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Evanston Public Library</td>
</tr>
<tr>
<td>Address</td>
<td>1703 Orrington Ave</td>
</tr>
<tr>
<td>City</td>
<td>Evanston</td>
</tr>
<tr>
<td>State</td>
<td>IL</td>
</tr>
<tr>
<td>Zip</td>
<td>60201-3827</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Agent for</td>
</tr>
<tr>
<td></td>
<td>Evanston Public Library</td>
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<tr>
<td></td>
<td>1703 Orrington Ave</td>
</tr>
<tr>
<td></td>
<td>Evanston, IL 60201-3827</td>
</tr>
</tbody>
</table>

| Invoice Date: | 4/20/2020 |
| Invoice Number: | KHIL-BNFMJ3 |

**Billing Terms**

- Progress Bill Terms: Net Due 30 Days
- Final Bill Terms: Net Due 30 Days

### Progress Billing – Elevator / Escalator Installation

<table>
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<th>Contract Amount</th>
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<tr>
<td>Work Value</td>
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<td>Total Work Completed</td>
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<td>Less Previously Billed</td>
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<tr>
<td>Current Application</td>
<td>78,951.00</td>
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</table>

*THIS INVOICE IS SUBJECT TO REVISION BASED ON FINAL CONTRACT PRICE

### All Invoice / Payment / Contact Questions to:

<table>
<thead>
<tr>
<th>Sales Rep Name</th>
<th>Jason Lazzara</th>
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</thead>
<tbody>
<tr>
<td>Office Name</td>
<td>1510</td>
</tr>
<tr>
<td>Phone Number</td>
<td>630-478-7113</td>
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### Remittance

<table>
<thead>
<tr>
<th>Schindler Elevator Corporation</th>
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<tbody>
<tr>
<td>PO Box 70433</td>
</tr>
<tr>
<td>Chicago, IL 60673-0433</td>
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---

**Please return this portion with your payment**

**If paying electronically, please provide the invoice number with your remittance**

---

<table>
<thead>
<tr>
<th>Payer:</th>
<th>Evanston Public Library</th>
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<tbody>
<tr>
<td>Invoice Number:</td>
<td>KHIL-BNFMJ3</td>
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<td>Invoice Date:</td>
<td>4/20/2020</td>
</tr>
<tr>
<td>Invoice Amount:</td>
<td>75,003.00</td>
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<table>
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<tbody>
<tr>
<td>PO Box 70433</td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60673-0433</td>
<td></td>
</tr>
</tbody>
</table>
Voluntary Alternate #1

Add: Cab Interior upgrade per the attached brochure selections:
Add: $19,450.00 extra per unit

Add Digital Alarm at turn over of elevator to monitor your elevator 24 hour emergency communication per code requirements.
Add: $25 per month per unit
Schindler HXpress
An efficient, affordable modernization for hydraulic elevators
The Schindler HXpress modernization restarts the clock on your elevator’s service life.

- **Improved performance and reliability**
  The latest microprocessor technology and new advanced components replace worn outdated controls.

- **Increased safety and code compliance**
  Smoother more precise operations result in greater passenger safety during all phases of travel while meeting applicable codes.

- **Pleasing aesthetics**
  A complete line of stylish, durable fixtures adds the finishing touch that your tenants will notice.

- **Fast installation and superior service**
  Pre-engineered for shortened time from ordering to completed installation. Secure your modernization investment with Schindler Service.

- **Modernization financing**
  Realize significant improvements at an affordable price and pay over time.
Improved performance and reliability

Enhance your elevator’s performance, reliability and safety beyond its original specifications with a complete Schindler HXpress hydraulic modernization.

**Schindler HXpress Standard Package**
- Schindler Miconic® controller
- Door operator
- Interlocks, closers and assembly
- Hall fixtures and car station
- Hoistway and machine room wiring
- Soft Start line starter
- Progard® L light curtains
- Car top maintenance station
- Floor leveling system
- Battery lowering unit
- Safety components
- Schindler Direct remote monitoring

**Available options**
- Submersible power unit with hush kit noise suppressor
- Oil cooler
- Tank heater
- Card reader provisions
- Emergency power

**Application range**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>Speed</strong></td>
<td>Up to 150 fpm</td>
</tr>
<tr>
<td><strong>Capacity</strong></td>
<td>2000 lb. – 5000 lb.</td>
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<tr>
<td><strong>Stops</strong></td>
<td>2 – 6 (8 openings max.)</td>
</tr>
<tr>
<td><strong>Power unit</strong></td>
<td>Up to 50 hp</td>
</tr>
<tr>
<td><strong>Group size</strong></td>
<td>4 car maximum</td>
</tr>
</tbody>
</table>
Increased safety and code compliance

Safety is a top priority at Schindler so we’ve designed our modernization package with a range of features that will help to ensure your passengers stay safe.

**New door operator**
Door operation is critical to a passenger’s safety, convenience and experience.

Benefits:
- True digital closed-loop feedback for smooth, quiet, reliable performance
- Accurate drive motor speed control
- Constant opening/closing force even if some doors are substantially heavier
- Ability to accommodate a wide range of door heights and widths.

**Progard L light curtain**
Ultra-responsive Progard L light curtain system can protect passengers from closing doors.

Benefits:
- Uses scores of infrared light beams
- Requires no physical contact to operate
- Immediately opens a closing elevator car door if a small object moves into its path
- Does not project beyond the door edge, so it is less exposed to damage.

**Battery lowering unit**
In the event of a power outage, the elevator will lower to the closest floor and open the door.

Benefits
- Prevents passenger entrapments for enhanced safety
- Provides peace of mind that passengers will travel smoothly
- Eliminates the need for a costly power generator.
Pleasing aesthetics

New contemporary fixtures are the finishing touch to a complete elevator modernization. They make a lasting impression on your tenants.

Fixtures
Schindler’s fixtures for modernization are code compliant and available with a sleek low profile for surface or flush mounting. The elegant and robust fixtures feature energy-efficient LED lighting with brushed stainless steel or bronze finishes to coordinate with your existing elevator.

Car operating panel:
– Vandal-resistant durable buttons
– Digital position indicator
– Emergency light
– Hands-free phone
– Fire operation
– Service cabinet
– Voice annunciator
– Code compliant car panel engravings/signage
– Braille.

Hall fixtures:
– Vandal-resistant durable buttons
– Appendix H (optional)
– Vertical or horizontal lanterns
– Digital position indicator (optional)
Modernize inside and out

Elegant interior design options — impress your passengers with fresh, new look to match the high-tech modernization of your elevator.

- **Beigewood Horizon**
  - Horizontal laminate panels
  - LED downlight ceiling.

- **Natural Rift**
  - Horizontal laminate panels
  - LED downlight ceiling.

- **Boardwalk Oak**
  - Horizontal laminate panels
  - LED downlight ceiling.

- **Frosty White**
  - Horizontal laminate panels
  - LED downlight ceiling.

- **Sterling Ash**
  - Vertical laminate panels
  - LED downlight ceiling.

- **Beigewood**
  - Vertical laminate panels
  - LED downlight ceiling.

Note: flooring not included, to be done by others.
Fast installation and superior service

From planning and installation to industry-leading maintenance, you’ll find our processes are streamlined, simplified and reliable.

**Capital planning and ordering**
Simple specifications and standardized processes make ordering fast and efficient.

**Delivery and installation**
The Schindler HXpress complete and ready to install for a streamlined process that minimizes disruption to your building’s operations.

Modernization financing

Realize all the benefits of a complete elevator modernization now and pay for it over time.

**Don’t wait to modernize**
With Schindler modernization financing you don’t have to plan for an expensive capital outlay. You can do it now quickly and easily with Schindler modernization financing.

**Schindler simplifies it all**
Schindler’s financing representative will work with you and coordinate this process with the lending bank. About all you have to do is furnish the bank with their requested financial information. All your financial information goes direct from you to the lending institution to help reach a prompt credit qualification decision and maintain confidentiality. Decisions regarding financing qualification are made by participating lending institutions.

**Coordinated with your Schindler maintenance**
For easier management and administration — and to help protect your modernization investment — Schindler will design and implement a new maintenance schedule for your modernized equipment. This new maintenance contract will run for the duration of your financing period, or longer. It means that your upgraded elevators will be expertly serviced and maintained by Schindler at all times.

*The offer presented in this description of financed modernization work is conditioned upon and subject to approval from Schindler Elevator Corporation’s banking partners. Such review and approval may require some information from you regarding the property itself and finances of owner / management.*
Committed to performance, sustainability and safety

Redefining reliability
Schindler is redefining reliability to reduce service calls and maximize your equipment availability. Using structured maintenance routines, real-time dynamic scheduling, and 24/7 remote monitoring on all brands, our highly trained technicians provide the service your need when you need it — because life is a moving experience.

Sustainability and safety
At Schindler, we are continually working to develop products that are energy-efficient and highly recyclable. We are also committed to enhancing customer and employee safety. We see the protection of people and the environment as essential components of our corporate responsibility and our position as an industry leader.

Schindler Your First Choice
Trusted. Professional. Smart.

For more information, including location of the Schindler office nearest you, please visit:

U.S. Headquarters. Morristown, New Jersey
Tel. 973.397.6500
www.us.schindler.com

Canada Headquarters. Toronto, Ontario
Tel. 416.332.8280
www.ca.schindler.com

Schindler prints with vegetable-based ink on paper containing post-consumer waste fiber.
Schindler HXpress
Car Fixtures

Car Operating Panel

Fixture Finish:

- #4 Brushed Stainless Steel
- #4 Brushed Bronze

Car buttons:

- Julius Tactile
- Caesar Tactile
- California Fishtail Tactile

Button Illumination:

- White
- Red

Car Lanterns

- No car lanterns

Fixture Finish:

- #4 Brushed Stainless Steel
- #4 Brushed Bronze

Mounting:

- Flush
- Surface

Arrow Type:

- Traditional ADA
- Vandal Resistant

Selections:

Project: 

Signature: 

Date: 
Schindler HXpress
Hall Fixtures

Hall Stations

**Fixture Finish:**
- #4 Brushed Stainless Steel
- #4 Brushed Bronze

**Mounting:**
- Surface
- Flush

**Button Illumination:**
- Match COP
- White
- Red

**Signage:**
- None
- In Case of Fire
Schindler HXpress
Hall Fixtures

Hall Lanterns

Egress Floor:

Style:
☐ Arrows Only  ☐ PI Only  ☐ Combination  ☐ No hall lanterns

Fixture Finish:
☐ #4 Brushed Stainless Steel  ☐ #4 Brushed Bronze

Mounting:
☐ Surface  ☐ Flush

Arrow Type:
☐ Traditional ADA  ☐ Vandal Resistant

Orientation:
☐ Horizontal  ☐ Vertical

Typical Floor:

Style:
☐ Arrows Only  ☐ PI Only  ☐ Combination  ☐ No hall lanterns

Fixture Finish:
☐ #4 Brushed Stainless Steel  ☐ #4 Brushed Bronze

Mounting:
☐ Surface  ☐ Flush

Arrow Type:
☐ Traditional ADA  ☐ Vandal Resistant

Orientation:
☐ Horizontal  ☐ Vertical
Schindler HXpress
Elevator fixtures both aesthetically pleasing and durable.

For further information, including location of the Schindler office nearest you, please contact:

U.S. Headquarters. Morristown, New Jersey
Toll-Free 877.696.8382
www.us.schindler.com

Canada Headquarters. Toronto, Ontario
Tel. 416.332.8280
www.ca.schindler.com

Schindler Your First Choice
Trusted. Professional. Smart.
Hydraulic Elevator Upgrade Proposal
Taking our relationship to the top

HXpress Modernization
May 11, 2020

John Devaney
1703 Orrington Ave
Evanston, IL 60201-3827

Re: Elevator Modernization
Evanston Public Library

Dear John:

Schindler is the leading low-rise elevator manufacturer in North America for more than 10 years and an industry leader with our HX control platform for almost 20 years. We understand modernization can be a costly and disruptive process. Schindler tries to minimize this disruption and cost impact in a few different ways. As a leader in modernization in North America, we have designed our systems and our processes to reduce our installation time and to minimize disruption to your property while the work is ongoing.

Safety is a core value of Schindler. We are proud of our industry leading position in Safety for several years now. We have incorporated safety as the first and most important daily process step in all of our activities.

Innovation is also a core value of Schindler. Our Schindler Ahead advanced diagnostics will improve reliability as well as return to service time in the event of a failure. With Actionboard you will have total visibility and transparency of your elevator system and Schindler’s service process. We have included one year of our Enhanced service platform from turnover of the last elevator as part of our modernization offering. With Enhanced we waive any running on arrival callbacks. We also offer our 24-monitoring service, Digital Alarm, as an add on to Enhanced for $25 per month per unit. With Digital Alarm you can eliminate the costly phone line service you may be currently paying for your elevators.

Evanston Public Library is a valued customer to Schindler. Your elevators have served your property well over the life of the building. We hope this offering demonstrates our commitment to your property. We look forward to the opportunity to discuss this proposal with you in the near future.

Sincerely,

Jason Lazzara
Sales Representative

Schindler Elevator Corporation
853 North Church Court
Elmhurst, IL 60126-1036
630-478-7113
Jason.lazzara@schindler.com
Leadership through service

Schindler’s company vision, “leadership through service,” serves as our guiding principle throughout each customer relationship. To achieve that vision, employees throughout our organization put these values into practice every day:

- As a premier total service company, we at Schindler live values that provide our customers with outstanding service as well as world class products.
- We are passionate service providers to both our internal and external customers.
- Every business process is designed to best serve our customers.

Throughout our history, Schindler has strived to demonstrate these values on every project. We now look forward to continuing our partnership with our Hxpress package upgrade offer. We are committed to providing you with the industry leading low-rise product in a turn key solution with a payment plan over time* that builds off of our long-term commitment to you as our customer.

The Schindler management and engineering team has developed this project plan to provide you with an overview of our approach to make your property a successful project.

* Subject to proper credit approval.
Obsolescence Challenges

All mechanical and electrical components wear with use over time. For this reason, we only see automobiles over 25 years old in the classic car grouping. The computer age brought us great advancements which have accelerated rapidly over the past 10 years pushing many older computer technologies to the side. In similar fashion, elevators over 25 years old face these same challenges. The above noted mechanical and electrical systems over 25 years old pose many of the following issues:

- Reliability Challenges
- Higher maintenance costs
- Limited or rebuilt only parts availability
- Higher potential liability exposure
- Higher operating costs

Schindler’s Unique Offer

Schindler values our relationships with all of our customers and works to provide creative solutions to our customers which benefit both the customer and Schindler. Our hydraulic elevator, Hxpress modernization offer is one such unique opportunity for Schindler to partner with you, our customer. We understand the cost of an elevator modernization along with the other building cost upgrades required with a modernization can be a serious burden on a property. Further, the cost and time to manage the various building trades required to successfully complete the work in a timely manner can be just as daunting as the cost itself. Schindler’s offer tries to alleviate these concerns by providing the following:

- 60- or 72-month payment options for those with approved credit.
- One year of our Enhanced package Schindler Ahead and Action Board which provides advanced diagnostic and elevated customer service tools for your property.
- A new co-terminus warranty package which starts after the one-year free service agreement. This warranty will be billed outside of the modernization package at current market rates.
HX package control provides the same equipment as Schindler’s 330A new installation hydraulic elevator, the #1 selling hydraulic elevator for more than 10 years.

With over 80,000 units in service you can be assured of Schindler support for many years to come.
Schindler Advantage

- Market leader hydraulic package in North America for over 15 years.

- Reliability: Less than one shutdown per year per unit across the entire product line.

- Soft Start Kit reduces power surge and power consumption.

- Hush Kit reduces sound level from power unit.

- Durable vandal resistant, aesthetically pleasing fixtures with LCD displays.

- All units equipped with one-year Schindler Ahead advanced diagnostics. Diagnoses problems quicker with predictive maintenance platform. Actionboard mobile reporting for the customer.

- Digital Alarm available to replace more expensive 24-hour emergency monitoring services.
THE INTERNET OF ELEVATORS & ESCALATORS.
CONNECTING THE DOTS.

Imagine a platform where all involved parties are connected, and necessary information is shared in real-time. Schindler Ahead connects equipment, customers, passengers with Schindler Contact Centers and technicians via its digital closed-loop platform.

Schindler Ahead is included as part of your modernization package. See Terms and Conditions within this proposal for details.
Your property will be maintained by the most highly trained men and women in the industry, who are armed with leading-edge technology and a culture of service excellence.

Global support

As a global enterprise, Schindler service technicians are at work in more than 140 countries on five continents. A substantial research and development effort support their continued effectiveness, bringing new safety and performance innovations to market. Employing best practices in manufacturing helps to ensure Schindler technicians are servicing the industry’s highest quality systems.

National support

If an elevator needs unscheduled service, customers across the country simply call the Schindler Customer Service Network. The technician receives a message on FieldLink from the customer service representative, is alerted to the problem and responds with an estimated time of arrival. This information is immediately relayed to the customer. When systems are equipped with Schindler Remote Monitoring™, technicians can be dispatched to the site to address subtle changes in performance, often before a problem ever develops.

At the national level, Schindler also has product line, service and modernization engineers who coordinate their efforts to help ensure that the reliability built into Schindler’s equipment is maintained through every stage of an elevator’s life cycle. Their knowledge is shared with the technicians at the Center for Service Excellence that provides training, technical expertise and sales support in all areas of maintenance and repair for elevators, escalators and moving walks. As a pioneer in dedicated service for all brands of vertical transportation equipment, Schindler expertise is unmatched. The Center for Service Excellence is the premier service support center in the industry.

Regional support

Schindler’s Region Operation will continue to support the local organization. When unusual or complex situations arise, the Schindler service technicians can reach out to their regional service operations manager, field engineers and subject experts, who are always ready to provide in-depth technical assistance. They can support the technician with decades of maintenance experience covering all types of systems and brands of equipment.

Local support

Every Schindler service technician is equipped with FieldLink™ a fully functional handheld PC, cell phone, dispatch device, troubleshooting tool, parts database and service manual all rolled into one. This amazing device gives technicians immediate access to the complete service history, special needs and repair routines for every piece of equipment they maintain. With the aid of an advanced interactive software program called OSCAR, technicians can quickly identify the most likely source of the problem and fix it right the first time. If necessary, they can even order parts right from the job site or request advanced technical support from a field superintendent and local adjuster.
Overview of the Field Safety Program

Schindler's Field Safety Program has been developed to provide our customers with the necessary information regarding our efforts to reduce accidents and maintain compliance with applicable safety regulations.

The goals of Schindler's Field Safety Program are to reduce the incidence of workplace injuries and illnesses and maintain compliance with all applicable safety regulations. These goals are carried out through established company safety procedures and employee training. We continuously monitor the success of the Field Safety Program by tracking accident reduction efforts, workers’ compensation accident costs, number of accidents, near miss analysis and employee training.

Schindler maintains safety procedures/programs designed to ensure the success of the Field Safety Program. The following elements are included:

- Guidelines for safe work practices
- Accident reporting and investigation procedures
- OSHA Required Training Programs (i.e.: Fall Protection, Scaffolds, Hazard Communication, Electrical)
- Schindler Elevator Corporation safety training programs
- Employee disciplinary procedures
- Substance abuse testing guidelines
- Subcontractor safety and insurance requirements
- Emergency and first aid procedures
- New employee safety orientation
- Fire protection measures
- Personal Protective Equipment (PPE) requirements
- Proper mechanical and manual materials handling
- Fleet safety policies and training
- Guidelines for working in buildings where asbestos may be present
- Schindler maintains written programs for Hazard Communication, Fall Protection, Confined Space, Lockout/Tagout, Respiratory Protection and Scaffolding and other OSHA-required training programs.

Safety training

Schindler maintains an on-going safety training program for all field employees to ensure that all have been trained in the safe execution of their work assignments. This training includes the following:

- Safe work practices
- Recognition and abatement of unsafe conditions
- How to prevent common causes of accidents (i.e., back injuries)
- Hazard Communication/handling of hazardous materials
- Control of electrical hazards
- Proper materials storage and handling

In addition to training received directly from Schindler, all field employees are provided training on safe work practices educational program (National Elevator Industry Education program).
With U.S. headquarters in Morristown, New Jersey, and Canadian headquarters in Toronto, Ontario, Schindler Elevator Corporation is the North American operating entity of the Switzerland-based Schindler Group.

Schindler is one of the leading global manufacturers of elevators, escalators and moving walks. Schindler employs over 5,000 people in more than 250 locations in North America.

Founded in 1874 in Lucerne, Switzerland, by precision engineer Robert Schindler, it is a closely held company and is listed on the Swiss stock exchange.

Schindler manufactures, installs, maintains and modernizes mobility solutions for almost every type of building requirement worldwide. The company specializes in latest-technology engineering, as well as mechanical and micro-technology products designed and rigorously tested for comfort, efficiency and reliability.

Schindler products can be found in many well-known buildings throughout North America, including office buildings, airports, shopping centers/retail establishments and specialty buildings.
## Project Scope

### Bank A

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<tr>
<td>Unit Numbers</td>
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<tr>
<td>Jack Type</td>
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### Description of Work

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<thead>
<tr>
<th>Description of Work</th>
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<tbody>
<tr>
<td>Machine Room</td>
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<tr>
<td>1 Control and Power Unit</td>
<td>HX Controller + Power Unit</td>
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<tr>
<td>2 Schindler Ahead</td>
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<tr>
<td>3 Building Emergency Power</td>
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<td>4 Battery Lowering</td>
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<td>6 Oil Cooling Unit</td>
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<tr>
<td>8 Tank Heater</td>
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<tr>
<td>9 Rupture Valve</td>
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<td>10 Machine Room Wiring</td>
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<td>12 Door Operator: Front</td>
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<td>Reuse</td>
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<tr>
<td>13 Clutch: Front</td>
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<td>14 Clutch: Rear</td>
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<tr>
<td>15 Door Restrictors</td>
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<tr>
<td>16 Door Gibs</td>
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<tr>
<td>17 Door Fire Tabs</td>
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<tr>
<td>18 Electronic Door Detector</td>
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<td>19 Electronic Door Detector: Rear</td>
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</tr>
<tr>
<td>20 Hoistway Door Equipment</td>
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<td></td>
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<tr>
<td>21 Door Tracks</td>
<td>GAL - 1SCO</td>
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</tr>
<tr>
<td>22 Door Hangers</td>
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<tr>
<td>23 Pickup Assemblies</td>
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<td>24 Spirators</td>
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<td>25 Sill Closers</td>
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<td>26 Door Interlocks</td>
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<td>27 Car and Hall Fixtures</td>
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<td>30 Car PI</td>
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<td>31 Car Lantern</td>
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<tr>
<td>33 Hall Position Indication</td>
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### All other systems and components not noted above will be reused and integrated into the new elevator system.

### Cab Interiors Scope – Bank: A

<table>
<thead>
<tr>
<th>Description of Work</th>
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<tbody>
<tr>
<td>Cab Interior</td>
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<tr>
<td>New Cab Complete (installed by SEC)</td>
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</tr>
<tr>
<td>Cab Shell</td>
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<tr>
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<td>Reuse</td>
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<tr>
<td>Emergency Light (Canopy Type)</td>
<td>Reuse</td>
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<tr>
<td>Cab Interior Package (installed by SEC)</td>
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</tr>
<tr>
<td>Cab Returns</td>
<td>Reuse</td>
</tr>
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<td>Wall Panels</td>
<td>Reuse</td>
</tr>
<tr>
<td>Front Car Door</td>
<td>Reuse</td>
</tr>
<tr>
<td>Rear Car Door</td>
<td>NA</td>
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<td>Handrails</td>
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<td>Front Car Sill</td>
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<td>Rear Car Sill</td>
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<td>Fan</td>
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<td>Ceiling / Lighting</td>
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<tr>
<td>Rear Car Door</td>
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<td>Front Car Sill</td>
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### Project Scope – Bank A

#### Number of Units

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#### Capacity

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#### Type

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#### Speed

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#### Unit Numbers

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#### # of stops

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#### Jack Type

<table>
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<th>Borehole</th>
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#### # of openings

<table>
<thead>
<tr>
<th># of openings</th>
<th>5 Front</th>
<th>1 Rear</th>
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### Description of Work

<table>
<thead>
<tr>
<th>Description of Work</th>
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<tbody>
<tr>
<td>Machine Room</td>
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<tr>
<td>Control and Power Unit (Control, Power Unit, Valve, Pump, Pump Motor, Muffler, HFI, CFI, Hush Kit)</td>
<td>HX Controller + Power Unit</td>
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<td>Building Emergency Power Interface</td>
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<td>Battery Lowering</td>
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<td>Oil Feed Line</td>
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<tr>
<td>Rupture Valve</td>
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<tr>
<td>Door Operator</td>
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<tr>
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<tr>
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<td>Reuse</td>
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<td>Mechanical Angles &amp; Vanes</td>
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<tr>
<td>Door Gibs</td>
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<td>Door Fire Tabs</td>
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<td>Cedes Minimax 159 Light Curtain</td>
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<tr>
<td>Electronic Door Detector: Rear</td>
<td>Cedes Minimax 159 Light Curtain</td>
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<tr>
<td>Hoistway Door Equipment</td>
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<tr>
<td>Door Tracks</td>
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<td>Door Hangers</td>
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<tr>
<td>Pickup Assemblies</td>
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<td>Spirators</td>
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<tr>
<td>Car and Hall Fixtures</td>
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<tr>
<td>Code Compliant Main COP</td>
<td>QPAC (Includes COP Wiring Kit)</td>
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<tr>
<td>Code Compliant Aux COP</td>
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<td>Car PI</td>
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<td>Car Lantern</td>
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<td>Hall Lantern</td>
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<td>Included in Proposal</td>
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<td>---------------------------------</td>
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</tr>
<tr>
<td>Car Door: Rear</td>
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<tr>
<td>Spring Buffers</td>
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<td>Packing</td>
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</table>

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### Cab Interiors Scope – Bank: A

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<td>Cab Interior</td>
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</tr>
<tr>
<td>New Cab Complete (installed by SEC)</td>
<td>NA</td>
</tr>
<tr>
<td>Cab Shell</td>
<td>Reuse</td>
</tr>
<tr>
<td>Ceiling / Lighting</td>
<td>Reuse</td>
</tr>
<tr>
<td>Emergency Light (Canopy Type)</td>
<td>Reuse</td>
</tr>
<tr>
<td>Cab Interior Package (installed by SEC)</td>
<td>Reuse</td>
</tr>
<tr>
<td>Cab Returns</td>
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</tr>
<tr>
<td>Wall Panels</td>
<td>Reuse</td>
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<td>Front Car Door</td>
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<tr>
<td>Handrails</td>
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<tr>
<td>Front Car Sill</td>
<td>Reuse</td>
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<td>Rear Car Sill</td>
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<tr>
<td>Fan</td>
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</tr>
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<td>Emergency Exit Switch</td>
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<td>New Cab Complete (installed by SEC)</td>
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<td>Cab Shell</td>
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<td>Front Car Sill</td>
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<td>Rear Car Sill</td>
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<td>New</td>
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<tr>
<td>Emergency Exit Switch</td>
<td>New</td>
</tr>
</tbody>
</table>
SCHINDLER AHEAD

Your Schindler HXpress Modernization package comes enabled with Schindler Ahead. The Schindler Ahead Hardware provides remote connectivity to your Equipment and will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity.

Schindler Ahead has three service tiers to fit your individual needs. The tiers are Connect, Enhanced, and Premium. As part of this modernization, Schindler includes one year of Enhanced Package upon completion and turnover of the last unit with details as noted herein. Upon completion of the one year, Schindler will automatically bill you $20.00 per month per unit for the Enhanced Package until terminated or changed by you in writing to us.

**Connect** – Schindler’s Connect package provides wireless cellular communication from your equipment’s controller to Schindler’s data network. This allows the Schindler Cube to be connected to your equipment 24/7. Connect also provides access to the basic features of ActionBoard and ActionBoard Mobile, giving you real-time information on your equipment.

**Enhanced** – The Enhanced Package includes the features of Connect, plus access to Schindler’s Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The ESP Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman’s service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

**Premium** – The premium package is our top tier and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The Connect, Enhanced and Premium Packages include access to Schindler ActionBoard and ActionBoard Mobile, which are communication technologies that provide access to real-time information about your equipment. Some of the available information includes: performance history, reports, push notifications, service call records, unit profiles and more.

Additionally, Schindler Ahead enables the option to add TeleAlarm, a cellular emergency phone monitoring service, to any tier. This service includes a reliable cellular connection that allows incoming and outgoing emergency calls from the elevator cab and eliminates the need for a traditional analog phoneline.

Please contact your Schindler Service representative for more detail on incorporating one of these service tiers into your service contract.
The owner will provide the following requirements based on ANSI A17.1 Code, the governing code, except when applicable codes conflict with ANSI A17.1 Code. Rules referenced are ANSI A17.1 Rules.

**Hoistway**
1. Provide 75-degree bevel guards on all projections, recesses or setbacks over two inches, except for the loading or unloading side. Rule 100.6.
2. Provide pit light and GFI outlet. Light switch to be located adjacent to each pit entrance.
3. Provide a legal hoistway inclusive of ventilation and shaftway bevel guards, as required.
4. Cutting and patching walls and floors.
5. Provide a pit access ladder for each elevator, where required.
6. Provide a lockable, self-closing, fire-rated pit door, where required.
7. Hoistway venting or pressurization to prevent accumulation of smoke and gas, as required by Local Building Code.

**Machine Room**
1. Enclose/relocate all non-elevator-oriented conduit, ducts and drains from elevator machine room, where required in the machine hoistway and/or pit. Enclosures, when used, need to be two-hour rated.
2. Provide means to regulate control room temperature and humidity between 55°F and 90°F with relative humidity no more than 85% non-condensing. Peak equipment heat release is a minimum of 6,000 BTU/Hour/Unit (maximum = 9,000 BTU/Hour/Unit) for a Hydraulic unit.
3. Provide machine room smoke/heat detector as required by regulation. In the event sprinklers are anticipated within the machine room area, means to remove primary power prior to the application of water must be provided as required by code.
4. Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in the new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.
5. Provide connection at the first elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety/fire alarm system.
6. Provide proper lighting in the elevator machine rooms within the vicinity of every controller and mainline disconnect.
7. Provide a fused disconnect switch or circuit breaker and a light switch adjacent to the lock jamb-side of the machine room door for each elevator location, per the National Electric Code. Rule 210.5 and NFPA No. 70 Rule 620-51. Provide auxiliary disconnects, as required, based on the elevator contractor’s drawings.
8. Provide copper wire feeder and branch wiring circuits to the controller, including a main line switch and convenience outlets.
9. Provide a telephone outlet near an elevator controller in each machine room.
10. Provide a self-closing and locking access machine room door.
11. Provide an “ABC” fire extinguisher.
Proposal Details

Owner General Requirements

1. Provide sufficient space for storage of materials on site throughout the duration of the modernization.
2. Provide clear floor space to be used as a work area.
3. If not presently outfitted, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall. Actuation from water flow sensing or the general building alarm may require special approval.
4. Paint new or modified hoistway equipment to match building aesthetics, as required.
5. Provide building signage and floor designations related to other building systems, as required.
6. Provide building corridor lighting sufficient for illumination of elevator landing sills, as required by code.
7. Removal of old hydraulic oil from the building.

Electrical Requirements

1. The permissible voltage drop for elevator feeders shall not exceed 3% between the service delivered to the building and our supply terminal.
2. All three legs of the three-phase feeder must be hot with respect to ground and balanced to each other with no more than a 5% variation between individual legs.
3. The maximum permissible voltage variation measured in the machine room under all operating conditions shall not exceed plus or minus 10% of the nominal building supply power source voltage.
Proposal Details

Price and Payment Terms

1. Our price for the work proposed is $150,007.00, including appropriate tax. This price is firm for 90 days, and thereafter subject to change without notice.

   You agree to the following payment schedule:
   − 35% of the price quoted above upon execution of this Contract;
   − Balance to be paid in one installment upon material delivery equal to 95% of the remaining balance within 30 days of invoice;
   − Final payment within 30 days of completion of the work.

   Any late or overdue payments will bear interest at the rate of 1 1/2% per month. Attorneys’ fees and other costs of collection will be included in the event that we must pursue legal action for payment or in the event that you are otherwise in breach of this contract.

   We will not release to manufacture until the above initial payment is made. We will not turn over equipment prior to receipt of 95% of the price for the work.

2. Schindler understands the costs for capital improvement can put a strain on a property’s budget. Schindler has partnered with leading Finance organizations in an effort to help our client’s sort through the best options to fund these capital improvements. We have simplified the process so all private financial information as well as future payments are handled between the Finance organization’s representative and our client. Schindler facilitates the transaction and only requires a new 5-year maintenance contract as part of the agreement. Financing option is subject to credit check and approval.

   Often times there are other building components which require upgrade due to the upgrade of the elevator system. These costs can be rolled into the total finance package with the lender.

   Our monthly finance payment for the elevator work over 60 months would be $3,150.15*.

   If for some reason our contract is cancelled prior to the 60-month term all remaining balances become due immediately. *Monthly finance payment is an approximation and will be finalized following the credit check and contract.

   Your sales representative, Jason Lazzara, will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.
Proposal Details

General Terms and Conditions

The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days. If overtime is required, the additional price usually charged by us shall be added to the contract price. Your advance approval in writing is required before we will schedule or perform any overtime work.

The equipment furnished hereunder remains personal property and we retain title thereto until final payment is made, with the right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the reality, the acceptance of notes, or the sale, mortgage or lease of the premises.

The completion of the work as covered by this Agreement or acceptance thereof shall constitute a waiver by you of all claims for loss or damage due to delay. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.

Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.

All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by Schindler.

The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/or local code requirements.

Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.

It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Schindler assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Schindler or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement. Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.
Purchaser agrees to defend, indemnify and hold Schindler harmless from and against any claims, lawsuits, demands, judgments, damages, costs and expenses arising out of this Agreement except to the extent caused by or resulting from the established sole and direct fault of Schindler.

We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the price of this Agreement. We will not be liable in any event for special, indirect, liquidated or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of equipment or property, or business interruption.

Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.

We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.

Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. Storage requirement of a minimum of 150 sq ft will be required for this project. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.

If completion of our work is delayed beyond our control and the following date: , our price will be increased in proportion to any additional costs to complete, including but not limited to labor rate increases, component material price increases, storage costs, demobilization and remobilization expenses and the like.

Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered, the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days and after the first observance of the conditions.
Proposal Details

Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/access/object codes, passwords. In the event Schindler’s maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

Our bid is based on reusing existing components as is in regard to seismic conditions except as herein noted. Any required changes to existing components resulting from seismic requirements will need to be bid separately.

In the event of governmental changes to applicable tariffs, tax rates, including but not limited to sales tax, use tax, excise tax, privilege tax, transaction tax and similar changes, or loss of tax-exempt status, Schindler reserves the right to adjust the contract price accordingly to account for all additional cost impacts.

We are not responsible for the removal of any hazardous materials. We will take possession, remove, and dispose any elevator equipment not being reused.

Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
Proposal Details

Schindler Elevator Corporation

By Jason Lazzara

__________________________________________
(Signature)

Accepted: __________________________________________
(Full legal name of Purchaser)

By: __________________________________________
(Signature) (Title)

Date: __________________________________________

∨ Principal or Owner

∨ Agent for Principal or Owner:

(Name of Principal & Owner)

Approved: Schindler Elevator Corporation

By:

(Signature)

Date: __________________________________________
Financing Credit Application

**APPLICANT INFORMATION:**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Contact</th>
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<tr>
<td>Street Address</td>
<td>City</td>
</tr>
<tr>
<td>Phone</td>
<td>Years in Business</td>
</tr>
<tr>
<td>___ Own Business Property</td>
<td>___ Rent Business Property (Landlord, Phone #)</td>
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<tr>
<td>___ Proprietorship</td>
<td>___ Partnership</td>
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**INFORMATION ON PRINCIPAL(S):**

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<td>SS#</td>
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<tr>
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<td>State</td>
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**BANK REFERENCE:**

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<th>Contact &amp; Phone #</th>
<th>Acct #</th>
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**TRADE REFERENCE(S):**

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<th>City/State</th>
<th>Phone #</th>
<th>Contact / Acct #</th>
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<tbody>
<tr>
<td>Supplier</td>
<td>City/State</td>
<td>Phone #</td>
<td>Contact / Acct #</td>
</tr>
</tbody>
</table>

**AUTHORIZATION:** By submitting or signing and faxing the above application, you certify that the information provided in this credit application is accurate and complete and you authorize Schindler Elevator Corp, its successors and/or assigns to obtain information from the references listed and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. The individual signing or submitting this application further waives any right or claim, which such individual would otherwise have under Fair Credit Reporting Act in the absence of this continuing consent.

**SIGNATURE OF APPLICANT:** ______________________________ DATE____________

**ECOA NOTICE (TO BE RETAINED BY APPLICANT):** Your business credit application will be reviewed carefully, and a decision will be rendered promptly. If your business credit application is denied, you have the right to a written Statement of the specific reasons for denial. To obtain a statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for denial within 30 days of your request. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, gender, marital status, age (provided applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
# Modernization Invoice Application No. 1

<table>
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<th>Ship to:</th>
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<tbody>
<tr>
<td>Company</td>
<td>Evanston Public Library</td>
</tr>
<tr>
<td>Address</td>
<td>1703 Orrington Ave</td>
</tr>
<tr>
<td>City</td>
<td>Evanston</td>
</tr>
<tr>
<td>State</td>
<td>IL</td>
</tr>
<tr>
<td>Zip</td>
<td>60201-3827</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Agent for</td>
</tr>
</tbody>
</table>

| Company  | Evanston Public Library |
| Address  | 1703 Orrington Ave |
| City     | Evanston |
| State    | IL |
| Zip      | 60201-3827 |

**Invoice Date: 4/20/2020**

**Invoice Number:** KHIL-BNFMJ3

**Billing Terms**

- **Progress Bill Terms:** Net Due 30 Days
- **Final Bill Terms:** Net Due 30 Days

## Progress Billing – Elevator / Escalator Installation

<table>
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<tr>
<th>Contract Amount</th>
<th>Work Value</th>
<th>Retention</th>
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<tr>
<td>150,007.00</td>
<td>78,951.00</td>
<td>3,948.00</td>
<td>75,003.00*</td>
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</table>

*This invoice is subject to revision based on final contract price*

| Total Work Completed | 78,951.00 |
| Less Previously Billed | 0 |
| Current Application | 78,951.00 |

Please return this portion with your payment

If paying electronically, please provide the invoice number with your remittance

| Payer: Evanston Public Library 1703 Orrington Ave Evanston, IL 60201-3827 |
| Remit To: Schindler Elevator Corporation PO Box 70433 Chicago, IL 60673-0433 |
| Invoice Number: KHIL-BNFMJ3 |
| Invoice Date: 4/20/2020 |
| Invoice Amount: 75,003.00 |
Voluntary Alternate #1

Add: Cab Interior upgrade per the attached brochure selections:

Add: $19,450.00 extra per unit

Add Digital Alarm at turn over of elevator to monitor your elevator 24 hour emergency communication per code requirements.

Add: $25 per month per unit
Memorandum

To: Evanston Public Library Board of Trustees
    Evanston Public Library Facilities Committee

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

Subject: Proposed FY2020 Capital Budget Expenditure

Date: December 09, 2020

Subject: Replacement of the Main Library Area of Rescue Assistance System Control Panel and devices (AOR)
         2020 Library CIP: 480027

**Recommended Action:**

Staff recommends the Library Board and Facilities Committee authorize the Library Director to execute a single-source agreement for the replacement of the existing AOR and system devices at the Evanston Main Library with Johnson Controls (Simplex, now JCI) 91 N. Mitchell Court, Addison, IL in the amount of **$32,961.45**.

**Funding Source:**
Funding will be from the Evanston Public Library CIP 2020 General Obligation Bond Account 187.48.4862.65515 - 480017.

**Livability Benefit**

**Health & Safety:**
Improve emergency prevention and response; Enhance emergency response.

**Background:**
The Evanston Main Public Library currently has an existing Simplex Brand fire alarm system in place that was upgraded in 2018. This system utilizes an upgraded “4100 Classic” Simplex Addressable Fire Panel, Remote Command Center, Transponder, and Addressable Devices. The Simplex system is a proprietary system that is serviced and maintained by Johnson Controls who purchased Simplex. The Library currently has an annual service and maintenance agreement with Johnson Controls Inc. (Simplex) to ensure that the system is inspected and functioning properly. The technicians at Johnson Controls (Simplex) are familiar with our building and its fire protection systems.
The Fire Alarm System at the Main Library is addressable, made up of a series of detection devices that are connected back to a central control panel. This type of system is ideal for large buildings, and allows Library staff and the Fire Department to quickly identify the exact location of a triggered or troubled device. This critical system allows first responders and staff to respond to alarms, evacuate the building in life safety situations, and determine quickly where and how to address the emergency.

In service at the Main Library we employ a safety network called “Area of Rescue Assistance” (AOR). AOR is an intercom call system that resides at each and every fire stairwell landing so if an individual seeks refuge in these areas they can utilize this communication system to speak directly with fire rescue personnel at the main entryway, directly with the 911 center, or EPL staff. This system utilizes a “Simplex style” communications platform. The system is networked directly into the Simplex fire panel, and then broadcasted to the Schindler (also proprietary) elevator communication network, and the EPD 911 center. Our current AOR system is original to the building (circa 1993), has malfunctioned and totally failed. EPL is currently in building code violation.

Over the last few years, the system has been showing ‘end of life failures’ alarming due to “trouble alerts” etc… indicating a problem within the system. Most recently, the AOR panel is currently in “trouble status” for a long duration due to another failed component. After evaluating the system, it was determined that the AOR panel is obsolete, and repair parts are no longer available, also all hardware programming needs to be performed on an obsolete platform which is very difficult. Therefore, our system needs to be upgraded to be upgraded to a modern platform. The existing Remote Command Center Panel, currently located in the Church St. vestibule will be replaced along with each ancillary device building wiring and all hardware cards in the system. The existing devices throughout the building will be replaced to ensure that the entire system is modernized and in good working order for proper protection of the building and its occupants.

Since the Simplex network system is proprietary and developed by Simplex Company there are no competitors that can offer this service at a reasonable rate. All City facilities are monitored by Tyco Systems for fire protection. Tyco Company is also owned by Johnson Controls Inc.

The Simplex Brand system has proven very reliable over the years.

Attachments:
Johnson Controls Proposal, dated 12/08/2020
Explanatory Documentation to COE Purchasing
To: Evanston Public Library  
1703 Orrington Ave  
EVANSTON, IL 60201-3886

Project: Evanston Library NEW AOR system - CPQ-39037  
Johnson Controls Reference: 650039037  
Proposal #: 1  
Date: 12/08/2020  
Page: 1 of 7

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Evanston Library NEW Cornell Area of Rescue (AOR) to replace the existing Teknicom system. 1 for 1 replacement of existing devices to include pre-test, new wire, new devices, installation of devices, drawings and submittals, programming and testing.

Thank you for allowing Johnson Controls to provide you pricing for this project. This pricing includes the hardware and technical programming as determined during the site walk-through and detailed below:

New Cornell Area of Rescue to replace the existing NON functioning Teknicom system.

This is a "Turn Key" proposal which is a complete installation and we will supply the following:

• Pretest of all existing wire and all existing devices to include connection to elevator monitoring panel.
• Installation of wire (pull) is included as well as mounting (trim) of all new devices. In other words, we will install and run all new wire as well as take down the existing devices and replace (1 for 1) with a new Cornell Area of Rescue device.
• Drawings and a submittal are included in this pricing and will be submitted to the Evanston Fire Department for review.
• Technician included to program and test.

Review of responsibility:

• Customer is responsible for applying for permits with submittal package supplied by JCI.
• Customer is responsible to pay for any permit and review fees (if required)
• Customer is responsible for any NEW or additional conduit runs needed for installation.

Scope of work:

• Remove the existing Teknicom Area of Rescue system and replace all existing devices with new 1 for 1.
• Install all new wire to connect new Cornell system.
• New system will allow the monitoring of the elevator system using that existing elevator panel located in the hallway.
• Installation of field devices, as per quantities listed.
• Programming, testing of all field devices, as per quantities listed.
• Electrical Sub Contractor labor and material
• Installation of NEW wire using the existing conduit.
• Field survey for installation of the new fire alarm system.
• Project coordination of materials and labor.
• Complete system programming.
• Perform verification and transmission of signals to the monitoring station using existing account information -- Does NOT include monitoring
• Provide one session of customer training.
• Conduct final inspection with the local Authority Having Jurisdiction (AHJ) if required.
• Provide a safe work environment and adhere to all safety policies set forth by the customer and Johnson Controls.
• Johnson Controls manufactured parts meeting all codes and standards.
• This proposal includes a one (1) year standard parts and labor warranty in accordance with Johnson Controls terms and conditions
Exclusions and Clarifications:
• Customer to supply data cable from new system to the existing phone closet.
• Customer to supply IT staff at pre-approved times to assist with network connection and testing.
• Permits and review fees are excluded from this pricing.
• Conduit is excluded from this quote and if needed, will be installed by others.
• Pending final review by the local AHJ. Any changes may affect the final cost.
• If changes to the original scope are requested by the owner, additional costs may be added.
• Where existing conduit will be reused, it is assumed that the conduit is in good condition and new wire can be pulled into the existing. Replacement or repair is not included
• Connection to the existing 4100ES Fire Alarm Control Panel is included in this proposal.
• Tax is not included.
• Zone maps are excluded
• Does NOT include 120 VAC work
• This proposal does not include monitoring services. This service shall be quoted separately upon request
• Submittal drawing are excluded
• Excludes paint and patch.
• Excludes premium time. All work to be performed during normal business hours, Monday thru Friday between 7:00am and 3:30pm.
• This proposal and pricing is valid for 90 days from the date listed above.
• This proposal does not include performance or payment bonds. If required, bonding can be obtained.
• This proposal does not include fire stopping. Fire rated caulking shall be provided and installed by others.

Acceptance of this quotation (contract) establishes the following invoicing schedule.
• 25% of contract amount invoiced upon completion of System design efforts.
• 65% of contract amount invoiced upon ordering of materials.
• 10% of contract amount invoiced upon fulfillment of quoted scope of work.
• Subsequent Increases to the contract value will be invoiced within 30 days of acceptance, either additional to the aforementioned, or as an independent installment.
Delays, Costs and Extensions of Time

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus ( provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted

Please contact me with any questions at the numbers listed below. To place an order, please send an executed copy of this quote (see signatory block on the last page) with your purchase order number.

Thank you,
David Prajka
Johnson Controls, Inc.
Electronic Service Sales Representative
NICET Certification No. 110484
(708) 945-6455
david.prajka@jci.com
<table>
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<tbody>
<tr>
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<td>A-4800M</td>
<td>Master Annunciator, Handset &amp;</td>
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<tr>
<td>1</td>
<td>BB-48</td>
<td>Flush Mount Enclosure f</td>
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<tr>
<td>1</td>
<td>ES-4808</td>
<td>Eight(8) port Expansion Switch</td>
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<td>1</td>
<td>BB-49</td>
<td>Surface Mount enclosure</td>
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<td>14</td>
<td>4800V</td>
<td>Call Station w/Mushroom Switch</td>
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<td>B-5248A</td>
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**Cover Plates**

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<tr>
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**CAD, PM & Tech**

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<td>TECH LAB</td>
<td>TECHNICAL LABOR</td>
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<td>DSGN LAB</td>
<td>DESIGN LABOR</td>
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**Labor to install**

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<tr>
<td>DPSUB</td>
<td>SUBCONTRACTING LABOR</td>
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**Total net selling price, FOB shipping point, $32,961.45**

The aforementioned quote does not include sales tax and sales tax will be charged in addition to this quote where applicable.
for progress payments to one hundred (100%) percent based on progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the charges as otherwise specified by Company. Where Customer establishes a separate account, the balance when on-site labor is completed and prior to any customer payback. Customer agrees to pay all costs of collection, including without limitation, costs, fees, and attorney’s fees. Any references to close-out documentation in this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever. Any additional work performed by Company due to water, quicksand, or for damage resulting from concealed piping, wiring, fixtures, or other materials on the project. Company will generate an invoice for the full amount due on the day of completion.

Deposit. Customer agrees to pay a deposit equal to 30% of the project price (pre-tax) prior to Company providing any labor or materials. This deposit shall be non-refundable if 30% deposit within three (3) business days after Company’s receipt of a written agreement or order from Customer. Company may at its discretion, assess late fees at the rate of 1.5% per month or the maximum allowed by law. Customer agrees to pay all costs of collection, including without limitation, costs, fees, and attorney’s fees. Any references to close-out documentation in this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever. Any additional work performed by Company due to water, quicksand, or for damage resulting from concealed piping, wiring, fixtures, or other materials on the project. Company will generate an invoice for the full amount due on the day of completion.

Backcharges. If access to confined space by Company is required to be performed under this Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sums shall be allocated to the respective sites in a manner that no site is charged more than its fair share of the costs of any of its obligations under this Agreement, and Customer agrees that Company shall be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from the performance of the work described herein.
necessitate such charges and unless such alleged deficiencies
judgment, any peripheral device or other system equipment,
Company or a third party, interferes with the proper operation of
are intended to assist Customer in reducing the risk of loss to
are under control at the time of inspection. Final responsibility for
covered pursuant to this Agreement to be free from defects in
shall be limited to the repair or replacement of the Equipment or
Company's sole option and subject to the availability of service
print heads, television camera tubes, video monitor displays
tubes, batteries and certain other products in accordance with the
warrants that its workmanship and material for repairs made
of ninety (90) days from the date of furnishing.
including but not limited to any implied
WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
working hours. If Customer requests warranty service at other
to software, and Customer’s sole remedy, shall be to make
available published modifications, designed to correct inherent
warrants for repairs made or for the replacement of components or
equipment to Customer's premises, vandalism, corrosion (including naturally induced corrosion ["MIC"], power failure, current fluctuation, failure due to non-Company induced electrical or chemical storms, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reasons of components or equipment or changes to Customer's premises, vandalism, corrosion (including naturally induced corrosion ["MIC"], power failure, current fluctuation, failure due to non-Company induced electrical or chemical storms, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements
license numbers available at www.jci.com or
by: Arkansas Board of Private Investigators And Private Security
company shall thoroughly instruct the purchaser in the proper use
BY: N.Y.S. DEPARTMENT OF THE STATE: TX TEXAS COMMISSION ON PRIVATE
512-424-7710. LICENSE NUMBERS AVAILABLE AT WWW.JCI.COM OR CONTACT YOUR LOCAL JOHNSON CONTROLS OFFICE.

Project: Evanston Library NEW AOR system - CPQ-39037
Johnson Controls Reference: 650039037
Proposal #: 1
Date: 12/08/2020
Page: 6 of 7

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities Throughout North America

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Legal Fees. Company shall be entitled to recover from the
customer all reasonable legal fees incurred in connection
with enforcing the terms and conditions of this Agreement.
License Information (Security System Customers). AL Alabama
Electronic Security Board of Licensure 7956 Vaughn Rd Pmb
392, Montgomery, Alabama 36116 (334) 264-9383: AR REGULATED
by: Arkansas Board of Private Investigators And Private Security
Agreement to an affiliate without obtaining Customer's consent.
other provisions and the remainder of the affected provision.
Legal Fees. Company shall be entitled to recover from the
customer all reasonable legal fees incurred in connection
with enforcing the terms and conditions of this Agreement.
License Information (Security System Customers). AL Alabama
Electronic Security Board of Licensure 7956 Vaughn Rd Pmb
392, Montgomery, Alabama 36116 (334) 264-9383: AR REGULATED
by: Arkansas Board of Private Investigators And Private Security
Agreement to an affiliate without obtaining Customer's consent.
other provisions and the remainder of the affected provision.
IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached heretothat contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<table>
<thead>
<tr>
<th>Offered By:</th>
<th>Accepted By: (Customer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johnson Controls Fire Protection LP</td>
<td>Company: ____________________________</td>
</tr>
<tr>
<td>91 N Mitchell Court</td>
<td>Address: ____________________________</td>
</tr>
<tr>
<td>Addison, IL 60101</td>
<td>Signature: ________________________</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Title: ____________________________</td>
</tr>
<tr>
<td>Representative: ______________________</td>
<td>P.O.#: __________ Date: __________</td>
</tr>
<tr>
<td>Email: <a href="mailto:david.prajka@jci.com">david.prajka@jci.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Project: Evanston Library NEW AOR system - CPQ-39037
Johnson Controls Reference: 650039037
Proposal #: 1
Date: 12/08/2020
Page: 7 of 7

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

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Memorandum

To: Evanston Public Library Facilities Committee – Library Board of Trustees
From: Karen Danczak-Lyons, Executive Library Director
        John Devaney, Facilities Manager
Subject: Approval of Main Library Interior/Exterior Painting Bid CIP 20-46
Date: December 01, 2020

Recommended Action:
Staff recommends Facilities Committee approval of the proposal from BP&T Construction Arlington Heights, IL for inter/exterior painting of the Main Library as indicated in Bid 20-46 in the amount of $47,000.

Funding Source:
Funding source is the EPL 2020 Capital Improvement Fund, account 187.4862.65515.480007 and will be paid through Library debt. The budget for this project is $120,000, which includes a $10,000 allowance.

Project allowances are funds that are in addition to the base bid amount in anticipation of unforeseen additional costs that may be uncovered during completion of the project.

Summary:
This proposal includes the furnishing of labor and materials to paint 50,000 sq./ft. of wall space below 10’ at the Main Library. Wall repairs and door frames will be added as additional work with pre-negotiated rates.

In 2013, the comprehensive facility assessment report developed for the Main Library included recommendations for interior/exterior painting. As of 2020, no painting of scope has been scheduled for Main. Interior painting of the library has been limited to in-house staff small projects only. The interior painting has been very limited due to the maintenance staffs numerous other daily duties, library open hours, and patron traffic. A limited open schedule due to the COVID-19 pandemic offers time for a large interior project to take place with minimal disruption to library operations.

The completion of bid 20-46 will remedy a majority of the interior/exterior wall and doors deterioration and enhance to look of the library spaces. EPL has never funded a
painting project of scope; 99% of the library interior has the original paint that was applied in 1994 when the facility was constructed.

During October, 2020 Bid 20-46 was issued publically and nine painting firms attended the pre-bid meeting at the Main library. Due to the busy Chicago area construction climate we received only one responsive/responsible bid back, the bid was submitted by BP&T Construction. The firm submitted its bid by the required timeline along with all of the City of Evanston required documentation. BP&T project reference check resulted in very positive feedback:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP&amp;T</td>
<td>Arlington Heights, IL</td>
<td>$47,000.00</td>
</tr>
<tr>
<td>D.E.S. Painting</td>
<td>Chicago, IL</td>
<td>$64,500.00</td>
</tr>
<tr>
<td>SMB Contracting Inc.</td>
<td>Darian, IL</td>
<td>$104,000.00</td>
</tr>
<tr>
<td>Mazarini Inc.</td>
<td>Buffalo Grove, IL</td>
<td>$209,500.00</td>
</tr>
</tbody>
</table>

Staff recommends that BP&T Construction be awarded this work based on their positive references, prior performance on similar projects, and the lowest responsive and responsible bid of $47,000. If the Facilities Committee approves, this purchase recommendation will be presented to the Library Board for approval. If awarded, EPL will enter into a contract with BP&T Construction in late December 2020 and work will begin in early January 2021.

Attachments:

1. Bid 20-46
2. Contractor Service Agreement between EPL and BP&T Construction
CONTRACTOR SERVICES AGREEMENT

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

MAIN LIBRARY INTERIOR/EXTERIOR PAINTING

(BID #20-46)

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is entered into between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and BP&T Construction, with offices located at 1522 N. Walnut/Arlington Hts, IL (hereinafter referred to as the “Contractor”). Compensation (the “Compensation”) for all basic services provided by the Contractor pursuant to the terms of this Agreement shall not exceed $_____.

Revision March 2020

EXHIBIT N 1
The City reserves all rights and causes of action, at law or equity, to seek redress against entities or persons who violate the requirements of this Section 3. By initialing below, Contractor hereby acknowledges that it is bound by this Section 3.

Contractor’s Initials: SC

3.4 The Contractor is required to include the City of Evanston as a reference whenever and wherever the Contractor provides references for similar projects for a period of one (1) year from the date of Final Acceptance by the City of the Work for this Project.

4 Bonds

4.1 Before the Scheduled Construction Commencement Date, the Contractor is required to furnish unconditional performance and payment bonds in the amount of 110% of the Compensation as security for the faithful performance and completion of all the Contractor’s obligations under the Contract Documents and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. All Bonds shall be issued on a form acceptable to the City. The bonds must be for the entire term of the Agreement. Failure to provide these bonds shall constitute a breach of Contractor’s obligations under this Agreement. Each surety providing the Bonds must have a Best’s rating not less than A/X and be licensed in Illinois and shall be named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 as published in the Federal Register and available on the website of the U.S. Department of the Treasury, Financial Management Service, at www.fms.treas.gov/c570/c570.html. All Bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Compensation and to ensure that the amounts of the Bonds are updated to reflect and cover any such increases throughout the course of the Project. The cost of such Bonds shall be included within the Compensation.

4.2 If the surety behind any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State or it ceases to meet any of the requirements of this Contract, the Contractor shall, within [5] five days thereafter, substitute another Bond of equivalent value and surety, both of which must be acceptable to the City. In addition, no further progress payments under the Agreement will be made by the City until the Contractor complies with the provisions of this Agreement. The Contractor shall furnish to the City proof of any required bonds and proof of required insurance as one of the conditions precedent to payment under the Agreement. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment or performance of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or authorize a copy to be furnished. All surety Bonds provided for in this Section shall incorporate by reference this Agreement, and any language that may be in any such surety Bond which conflicts with the provisions of this Agreement that define the scope of the surety(’s) duty(ies) shall be of no force and effect.

EXHIBIT N
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.

20 Governing Law

20.1 This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Evanston and the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute related to this Agreement. The City does not waive tort immunity by entering into this Agreement.

21 Ownership of Contract Documents

21.1 Contractor is specifically prohibited from using in any form or medium, the name or logo of the City for public advertisement, unless expressly granted written permission by the City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of the City’s reserved rights.

22 Notice

22.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this Subsection:

City of Evanston Project Manager, Bid 20-46
2100 Ridge Avenue
Evanston, Illinois 60201

if to the Contractor:

B&T Construction
1522 N. Walnut Ave
Arlington Heights IL 60004

22.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

23 Severability

23.1 Except as otherwise provided herein, the invalidity or unenforceability of any

EXHIBIT N
particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

24 Execution of Agreement

24.1 This Agreement shall be signed last by the City Manager.

25 Counterparts

25.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

26 Authorizations

26.1 The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its bylaws to execute this Agreement on its behalf. The City Manager affirms that he/she has been lawfully authorized to execute this Agreement. The Contractor and the City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

27 Time of Essence

27.1 Time is of the essence with respect to each provision hereof in which time is a factor.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR  B&T Construction

By: ________________________________
Sarah Choi

Name: ________________________________
Sarah Choi

Its: ________________________________
President

Date: __12/10/20__

EVANSTON PUBLIC LIBRARY

By: ________________________________
Karen Danczak Lyons

Its: Executive Library Director

Date: ________________________________

Approved as to form:

By: ________________________________
Kelley Gandurski

Its: Corporation Counsel

Revision: March 2020

EXHIBIT N
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives. The effective date of this Agreement will be the date this Agreement is signed by the City Manager.

CONTRACTOR  

By:  
Name:  
Its:  
Date:  

EVANSTON PUBLIC LIBRARY

By:  
Name:  
Its:  
Date:  

Approved as to form:

By:  
Name:  
Its:  

Revision: March 2020

EXHIBIT N