



Community Consolidated School District 46

**Board of Education Meeting
Wednesday, November 30, 2022
Frederick School**

6:30 P.M.



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Agenda



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

TENTATIVE AGENDA

BOARD OF EDUCATION MEETING

WEDNESDAY, NOVEMBER 30, 2022 - 6:30 P.M.

FREDERICK SCHOOL, 595 FREDERICK RD., GRAYSLAKE, IL

- **CALL TO ORDER AND ROLL CALL**
- **ESTABLISHMENT OF QUORUM**
- **PLEDGE OF ALLEGIANCE**
- **APPROVAL OF AGENDA**
- **PUBLIC COMMENTS** - *Thank you for attending the meeting of the Board of Education. You are reminded that these meetings are held in public but are not public meetings. You are welcome to address the Board during "Public Comment." You are asked to limit your remarks to fewer than four minutes. Guidelines for Public Comment are available at each meeting, along with the current agenda. Contact information for Board members and schools is listed at the end of this agenda.*
- **PRESENTATION- State Representative, Laura Faver Dias**
- **BOARD REPORTS**
- **SUPERINTENDENT REPORT**
- **CONSENT AGENDA** - *Approval of routine, procedural, informational and/or self-explanatory items. Can include discussion of individual items on the consent agenda. Board members may motion to remove items from the consent agenda to the full agenda for individual attention.*
 - **Motion to approve the Consent Agenda items including:**
 - **November 16, 2022 Regular Meeting Minutes as presented**
 - **Personnel Report as presented**
 - **FOIA Review**
 - **Exception Report as presented**
 - **Accounts Payable as presented**
- **ACTION ITEMS** - *These agenda items will be voted on by the Board at this meeting.*
 - **Purchase of Building Automation Systems (BAS) for Frederick, Meadowview, Park Campus, Prairieview and Woodview Schools**

- **Motion to approve the Memorandum of Understanding Regarding Release Time for MILE and LINK Classrooms**
- **UNFINISHED BUSINESS** - *These are unresolved issues that were previously brought before the Board. The items will be discussed but no action will be taken at this meeting.*
 - **Engaging a Consultant for Referendum Planning**
- **NEW BUSINESS** - *These are new issues for the Board to discuss. No action will be taken at this meeting.*
 - **Arbor Emergency Contract Amendment Request SY 2022-23**
 - **Student Fees Discussion**
 - **Dashboard Financial Options**
- **TOPICS FOR FUTURE AGENDA ITEMS**
- **PUBLIC COMMENTS**
- **CLOSED SESSION** – Open Meetings Act 5 ILCS 120/2(c)(1) *“The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity”*
- **ADJOURNMENT**

Board Members		Schools	
Jim Weidman, President	weidman.jim@d46.org	Avon School	847-223-3530
Stephen Mack, Vice-President	mack.stephen@d46.org	District Office	847-223-3650
Kristy Braden, Secretary	braden.kristy@d46.org	Frederick School	847-543-5300
Jessica Albert, Member	albert.jessica@d46.org	Grayslake Middle School	847-223-3680
Jason Lacroix, Member	lacroix.jason@d46.org	Meadowview School	847-223-3656
Tamika Nash, Member	nash.tamika@d46.org	Park Campus	847-201-7010
Kristy Miller, Member	miller.kristy@d46.org	Prairieview School	847-543-4230
		Woodview School	847-223-3668

[Board Agreements](#)

Empowering Learners | Creating Equity | Cultivating Community
 CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.
www.d46.org



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Presentation



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Reports

- Board Members
- Superintendent



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Consent Agenda

- Minutes
- Personnel Report
- FOIA Review
- Exception Report
- Accounts Payable

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
BOARD OF EDUCATION MEETING
TRUTH IN TAXATION HEARING
NOVEMBER 16, 2022

<p><i>Call To Order and Roll Call</i></p>	<p>The Truth In Taxation Hearing was held at Frederick School, located at 595 Frederick Rd., Grayslake, IL on November 16, 2022.</p> <p>President Weidman called the meeting to order at 6:34 p.m. Members Present: Jim Weidman, Kristy Braden, Jessica Albert, Jason Lacroix, Kristy Miller, and Tamika Nash. Members absent: Stephen Mack. Also Present: Superintendent, Dr. Lynn Glickman; Assistant Superintendent, Amy Gluck; Assistant Superintendent/CSBO, Chris Wildman; Director of Special Services, Heather Lorenzo; Director of Human Resources, Chris Wolk; and Director of EL, Stephanie Diaz.</p>
<p><i>Establishment of Quorum</i></p>	<p>A quorum was established.</p>
<p><i>Approval of Taxation Hearing Agenda</i></p>	<p>President Weidman requested a motion for the approval of the November 16, 2022 Taxation Hearing Agenda as presented. Motioned by Lacroix and seconded by Braden for the approval of the agenda as presented. Yeas: Miller, Albert, Weidman, Braden, Lacroix, and Nash. Nays: None. Motion carried.</p>
<p><i>2021 TAX LEVY PRESENTATION</i></p>	<p>Mr. Chris Wildman, Assistant Superintendent & CSBO, shared a presentation on the 2022 Tax Levy and stated that the Board will approve the Levy at the regular board meeting following the hearing. The aggregate total to be approved will be \$40,003,927.77, which is a 5.72% increase over 2021 (4.69% if Debt Service & SEDOL IMRF is included). The presentation is in the Board packet.</p>
<p><i>Public Comment</i></p>	<p>None.</p>
<p><i>Adjournment of the Taxation Hearing</i></p>	<p>There being no further business to come before the Board of Education, it was motioned by Miller and seconded by Albert for the adjournment of November 16, 2022, Taxation Hearing at 6:42 p.m. Yeas: Lacroix, Nash, Miller, Albert, Weidman, and Braden. Nays: None. Motion carried.</p>

**COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46
BOARD OF EDUCATION MEETING
NOVEMBER 16, 2022**

<p><i>Call To Order and Roll Call</i></p>	<p>The Regular Board of Education Meeting of the Community Consolidated School District 46, Lake County, Illinois was held at Frederick School, located at 595 Frederick Rd., Grayslake, IL on November 16, 2022.</p> <p>President Weidman called the meeting to order at 6:42 p.m. Members Present: Jim Weidman, Kristy Braden, Jessica Albert, Jason Lacroix, Kristy Miller, and Tamika Nash. Members absent: Stephen Mack. Also Present: Superintendent, Dr. Lynn Glickman; Assistant Superintendent, Amy Gluck; Assistant Superintendent/CSBO, Chris Wildman; Director of Special Services, Heather Lorenzo; Director of Human Resources, Chris Wolk; and Director of EL, Stephanie Diaz.</p>
<p><i>Establishment of Quorum</i></p>	<p>Quorum was established.</p>
<p><i>Pledge of Allegiance</i></p>	<p>The Pledge of Allegiance took place at this time.</p>
<p><i>Approval of Agenda</i></p>	<p>President Weidman requested a motion for the approval of the November 16, 2022 Board Meeting Agenda as presented. Motioned by Weidman and seconded by Nash for the approval of the agenda as presented. Yeas: Miller, Albert, Weidman, Braden, Lacroix, and Nash. Nays: None. Motion carried.</p>
<p><i>Public Comment</i></p>	<p>None.</p>
<p><i>Presentation</i></p>	<p>Standardized Test Scores- Mrs. Amy Gluck, Assistant Superintendent of Teaching, Learning, and Assessment, shared a snapshot of the district data for the Illinois Assessment of Readiness (IAR) and the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP). IAR is an annual state level assessment in English/Language Arts and Math. NWEA/MAP is an online adaptive benchmark assessment that is given 3 times per year: fall, winter, and spring. MAP testing allows teachers to identify students on track for state level</p>

	<p>proficiency. Mrs. Gluck shared the recent IAR designations for District 46:</p> <ul style="list-style-type: none"> Avon: Commendable Meadowview: Exemplary Prairieview: Commendable Woodview: Exemplary Frederick: Commendable Grayslake Middle School: Commendable Park East and West: Commendable <p>Next steps will be to focus on continued improvement throughout the district. The presentation is in the Board packet.</p>
<p>Board Member Reports</p>	<p>Mrs. Jessica Albert thanked the schools for a variety of activities in honor of Veterans Day. Mrs. Albert thanked Frederick School for hosting Friday Rec Night for 5th graders, and the Community Engagement Committee for their Fall Food Drive. Mrs. Albert had the opportunity to attend a Chamber of Commerce Lunch and Learn regarding first responders.</p> <p>Mrs. Kristy Miller thanked Katie O'Brien and Amy Gluck for their participation in the <i>D46 Inspires</i> podcast. Mrs. Miller congratulated Chris Wildman for his Meritorious Budget Award for Exceptional Quality in School Budget Presentation. Mrs. Miller participated in a webinar from the Illinois Municipal League on <i>Making Equity Stick, Measures for Cities to Institutionalize Social Equity</i>.</p> <p>Mrs. Nash thanked Dr. Glickman for her recognition of School Board Members Appreciation Week.</p> <p>Mr. Jim Weidman shared that the Board engaged in a workshop, <i>Reflect, Respond, Recover: The 3 Rs of Moving Forward</i>, facilitated by the Illinois Association of School Boards.</p>
<p>Superintendent Report</p>	<p>Dr. Glickman welcomed the high school students attending the meeting. Dr. Glickman attended and was impressed by the Veterans Day program at Park Campus. Dr. Glickman shared the <i>D46 Inspires</i> podcast is back again this year and the latest podcast highlights Amy Gluck, Assistant Superintendent of Teaching and Learning. In honor of National School Board Appreciation Week, Dr. Lynn Glickman thanked the Board of Education for all they do for the school district. Dr. Glickman shared the results of the Community and Staff Thanksgiving Thought Exchange.</p> <p>Mrs. Amy Gluck, Assistant Superintendent of Teaching & Learning, talked about the My Perspectives training for teachers</p>

	<p>in grades 6th-8th. They attended these training sessions on November 3rd and 9th. Mrs. Gluck shared that report cards will be live in Infinite Campus on Friday, November 18th at 3:00 p.m. Parent/Teacher Conferences will take place on Monday and Tuesday during the week of November 22nd.. These conferences will be offered in person or virtually. Mrs. Gluck announced the district will pilot an afterschool program using ESSER ARP funds. This virtual program will allow students in grades 5-8 to drop in Monday through Thursday to receive additional school support.</p> <p>Mr. Chris Wildman, CSBO, shared that the district received the Meritorious Budget Award for Exceptional Quality in School Budget Presentation for the 2nd year in a row. Mr. Wildman thanked Ms. Leslie Armstrong, Webmaster, for her design and creativity on the Budget Book.</p> <p>Mrs. Heather Lorenzo, Director of Student Services, announced that a Family University will take place on February 2nd. Dr. Bolton will present <i>Emotional Regulation Support in Students</i>. Also, Be SMART will be on hand to offer information on secure firearm storage.</p>
<p>Consent Agenda</p>	<p>President Weidman requested a motion for the approval of the consent agenda including the personnel addendum as follows:</p> <ul style="list-style-type: none"> • Minutes from the following meetings: <ul style="list-style-type: none"> • October 26, 2022 Regular Meeting • October 26, 2022 Closed Session Meeting • November 9, 2022 Special Meeting • Exception Report as presented • Accounts Payable as presented • Treasurer's Report <p>Motioned by Nash and seconded by Braden for the approval of the consent agenda including the personnel addendum as presented.</p> <p>Yeas: Braden, Nash, Lacroix, Albert, Miller, and Weidman.</p> <p>Nays: None.</p> <p>Motion carried.</p>
<p>Action Items</p>	<p>President Weidman requested a motion for the approval of the 2022 Tax Levy in the total amount of \$40,003,927.77</p> <ul style="list-style-type: none"> • Certificate of Tax Levy • Resolution Regarding Amounts Necessary to be Levied for the Year 2022 • Resolution to Levy Certain Special Taxes for Special Education District IMRF Purposes • Resolution to Levy Working Cash Tax • Resolution to Levy TORT Tax

	<p>Motioned by Lacroix and seconded by Weidman for the approval of the 2022 Tax Levy in the total amount of \$40,003,927.77. Yeas: Weidman, Miller, Nash, Braden, Lacroix, and Albert. Nays: None. Motion carried.</p> <p>President Weidman requested a motion for the approval of the 2022 District Audit. Motioned by Braden and seconded by Albert for the approval of the 2022 District Audit. Yeas: Lacroix, Braden, Albert, Miller, Weidman, and Nash. Nays: None. Motion carried.</p> <p>President Weidman requested a motion for the approval of the request to rescind the letter of intent to retire from Colleen Irvin submitted during the 2018-2019 School Year in accordance to the collective bargaining agreement.</p> <p>Motioned by Nash and seconded by Miller for the approval of the request to rescind the letter of intent to retire from Colleen Irvin submitted during the 2018-2019 School Year in accordance to the collective bargaining agreement. Yeas: Lacroix, Braden, Albert, Miller, Weidman, and Nash. Nays: None. Motion carried.</p>
<p><i>Unfinished Business</i></p>	<p>Continued discussion of the IASB Resolutions- Mrs. Tamika Nash, Board Delegate, conducted a Board vote on the proposed resolutions and amendments that will be decided on at the Illinois Association of School Boards Conference. The Board voted as follows:</p> <ul style="list-style-type: none"> •Constitutional Amendments <ul style="list-style-type: none"> ○ CA1- Yes ○ CA2- Yes ○ CA3- Yes •New Resolutions <ul style="list-style-type: none"> ○ NR1- Yes ○ NR2- Yes ○ NR3- No •Amended Existing Resolutions <ul style="list-style-type: none"> ○ AER1- Yes ○ AER2- Yes ○ AER3- Yes ○ AER4- Yes ○ AER5- Yes

	<p>3 Year Priority Construction Timeline- Mr. Chris Wildman, CSBO, shared an update with the Board on the construction projects and time frames. At the December 8, 2021 Regular Board meeting, the Board of Education approved the 3 Year Priority Capital Plan, totalling \$9.2 million. The timeline is in the Board packet.</p>
<i>New Business</i>	None.
<i>Topics for Future Agenda Items</i>	<p>November 30th:</p> <ul style="list-style-type: none"> •Discussion of Moving Forward with a Referendum •Student Fees •Financial Dashboard •State Representative, Laura Faver Dias <p>December 14th:</p> <ul style="list-style-type: none"> •Recognition of the Kindness Club •DreamBox Learning •Approval of Student Fees •Staffing Plan Report <p>January 18th:</p> <ul style="list-style-type: none"> •Policies •Equity Action Plan •Outdoor Learning Spaces
<i>Public Comment</i>	None.
<i>Adjournment</i>	<p>There being no further business to come before the Board of Education, it was motioned by Nash and seconded by Lacroix for the adjournment of the November 16, 2022 board meeting at 8:43 p.m.</p> <p>Yeas: Lacroix, Nash, Miller, Albert, Weidman, and Braden.</p> <p>Nays: None.</p> <p>Motion carried.</p>

Jim Weidman, Board President

Kristy Braden, Board Secretary



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

PERSONNEL REPORT

For the November 30, 2022 Board Meeting

New Hire - Non Certified

Alvina Tariq - was hired as a 1:1 Program Assistant at Park Campus for the MILE Program. Alvina was hired at a 0/CERT for an hourly rate of \$16.38. Alvina started November 28, 2022.

Catrina Aguiar - was hired as a Program Assistant at Woodview. Catrina was hired at a 0/CERT for an hourly rate of \$16.38. Catrina started November 28, 2022.

Change of Assignment

John Tesauro - District Technician was hired to be the Assistant Data Coordinator. John was hired for an annual salary of \$55,000, prorated for a December 5, 2022 start date.

FOIA Review
November 30, 2022

Requestor	Information Requested	Hours/Cost
<p>SmartProcure <u>kareng@smartprocure.com</u></p> <p>October 19, 2022</p>	<p>SmartProcure is submitting a commercial FOIA request to the Grayslake Community Consolidated School District No. 46 for all current employee/staff contact information. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.</p> <p>The specific information requested from your record keeping system is:</p> <ol style="list-style-type: none">1. First Name2. Last Name3. Position Title4. Department5. Direct Phone Number (if does not exist, list main phone number with extension)6. Business Cell Phone (if provided by Grayslake Community Consolidated School District No. 46)7. Email Address8. Office Address (Address, City, State, Zip)	<p>\$45.05</p>
<p>Ed Vogel <u>ed@lucyparsonslabs.com</u></p> <p>November 14, 2022</p>	<p>All current operating manuals, user guides, and similar training information for the school district's contract with Safer Schools Together aka SST, doing business as SST, USA, INC.</p>	<p>\$15.26</p>

NAME KEY EMPLOYEE NAME

BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS
HOURS WRKD	ACA	HOURS							
PE	100	PA24	DOCK	10E090 1200 1120 59 000000		-129.0900	24	4.50	-580.91
PC	100	TCH24	DOCK	10E100 2220 1120 60 000000	50.00%	-143.6600	24	5.50	-790.13
PC	100	TCH24	DOCK	10E090 2220 1120 59 000000	50.00%	-143.6600	24	5.50	-790.13
Pro-rated Totals:					100.00%			11.00	-1,580.26
0.00	0.00								
MV	60	PA20	DOCK	10E060 1200 1140 56 000000		-126.6500	24	1.00	-126.65
59.00	65.45								
MV	60	SEC24	DOCK	10E060 2410 1150 56 000000		-194.7200	24	1.00	-194.72
PE	100	TCH24	DOCK	10E090 1110 1120 59 000000		-283.7500	24	0.50	-141.88
PE	100	PA24	DOCK	10E010 1200 1140 65 000000		-131.7300	24	1.00	-131.73
50.00	54.45								
PV	20	PA24	DOCK	10E020 1200 1140 52 000000		-129.0900	24	3.00	-387.27

Page Totals: 22.00 -3,143.42
 109.00 119.90

Report Totals: 22.00 -3,143.42
 109.00 119.90

Number of Records Processed : 7
 Number of Records with Pay: 7

***** End of report *****

NAME KEY EMPLOYEE NAME

BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS
HOURS	WRKD	ACA	HOURS						
FS	80	OM24	OVT2	20E010 2540 1390 71 000000		29.6100	24	8.50	251.69
8.50									
FS	80	OM24	OVT2	20E010 2540 1390 71 000000		29.6100	24	2.00	59.22
2.00									
Employee Totals:								10.50	310.91
10.50			0.00						
WV	50	OM24	OVT2	20E050 2540 1190 55 000000		27.0800	24	7.00	189.56
7.00									
WV	50	OM24	OVT2	20E050 2540 1190 55 000000		27.0800	24	8.00	216.64
8.00									
Employee Totals:								15.00	406.20
15.00			0.00						
MS	40	OM24	OVT1	20E010 2540 1390 71 000000		25.2400	24	7.00	176.68
7.00									
MS	40	OM24	OVT2	20E010 2540 1390 71 000000		37.8600	24	7.00	265.02
7.00									
Employee Totals:								14.00	441.70
14.00			0.00						
WV	50	OM24	OVT2	20E010 2540 1390 71 000000		40.9800	24	8.00	327.84
8.00									
WV	50	OM24	OVT2	20E010 2540 1390 71 000000		40.9800	24	8.00	327.84
8.00									
WV	50	OM24	OVT2	20E010 2540 1390 71 000000		40.9800	24	8.00	327.84
8.00									
Employee Totals:								24.00	983.52
24.00			0.00						
FS	80	OM24	EMER	20E080 2540 1190 58 000000		17.9200	24	2.00	35.84
2.00									
FS	80	OM24	OVT1	20E010 2540 1390 71 000000		17.9200	24	1.00	17.92
1.00									
Employee Totals:								3.00	53.76
3.00			0.00						
PV	20	OM24	OVT2	20E020 2540 1190 52 000000		28.3700	24	3.33	94.47
3.33									
DO	10	OM24	OVT2	20E010 2540 1390 71 000000		25.5500	24	20.00	511.00
20.00									
DO	10	OM24	OVT2	20E010 2540 1390 71 000000		25.5500	24	18.00	459.90
18.00									
DO	10	OM24	OVT2	20E010 2540 1390 71 000000		25.5500	24	10.00	255.50
10.00									
Employee Totals:								48.00	1,226.40
48.00			0.00						
MS	40	OM24	EMER	20E100 2540 1390 60 000000		13.6400	24	2.00	27.28
2.00									
MS	40	OM24	EMER	20E100 2540 1390 60 000000		13.6400	24	2.00	27.28
2.00									
MS	40	OM24	OVT2	20E100 2540 1390 60 000000		20.4600	24	1.00	20.46

1.00
 MS 40 OM24 OVT2 20E100 2540 1390 60 000000 20.4600 24 1.00 20.46
 1.00

Page Totals: 123.83 0.00 123.83 3,612.44

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Community Consolidated SD 46 10:27
 11/09/22
 Standard Worksheet Report
 PAGE: 2
 WORKSHEET: 2 CUSTODIAL

<u>NAME KEY</u>		<u>EMPLOYEE NAME</u>										
<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>			<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>	
<u>HOURS WRKD</u>	<u>ACA HOURS</u>											
MS	40	OM24	OVT2	20E100	2540	1390	60	000000	24.5600	24	3.00	73.68
3.00												
MS	40	OM24	OVT2	20E100	2540	1390	60	000000	24.5600	24	4.00	98.24
4.00												
Employee Totals:										13.00	267.40	
13.00	0.00											

Page Totals: 7.00 0.00 7.00 171.92

Report Totals: 130.83 0.00 130.83 3,784.36

Number of Records Processed : 21
 Number of Records with Pay: 21

***** End of report *****

11/09/22

Standard Worksheet Report

PAGE: 1

WORKSHEET: 6 EXTRA DUTY PAY

NAME KEY EMPLOYEE NAME
BLDG LOC TYPE PAY ACCOUNT NUMBER PERCENT AMOUNT FREQ FACTOR/HRS TOTALS
HOURS WRKD ACA HOURS

PE 100 TCH24 XDTY 10E010 3000 1320 34 330500 22.0000 24 3.00 66.00
PE 100 TCH24 XDTY 10E010 2210 1220 34 330500 30.0000 24 1.00 30.00
Employee Totals: 4.00 96.00
0.00 0.00

FS 80 2TC24 XDTY 10E010 1500 1320 64 000000 30.0000 24 2.50 75.00
PE 100 TCH24 XDTYA 10E100 1505 1320 60 000000 22.0000 24 3.00 66.00
3.00 3.00

MV 60 TCH24 XDTYA 10E010 3000 1320 34 330500 22.0000 24 4.25 93.50
4.25 4.25

PV 20 TCH24 XDTYA 10E010 3000 1320 34 330500 22.0000 24 4.00 88.00
4.00 4.00

PW 100 TCH24 XDTY 10E100 1505 1320 60 000000 22.0000 24 3.00 66.00

MS 40 PA24 XDTY 10E040 1505 1340 54 000000 22.0000 24 6.00 132.00

FS 80 TCH24 XDTYA 10E010 1500 1320 64 000000 30.0000 24 0.50 15.00
0.50 0.50

PV 20 TCH24 XDTY 10E010 2210 1220 34 330500 30.0000 24 1.00 30.00
PV 20 TCH24 XDTY 10E010 3000 1320 34 330500 22.0000 24 3.00 66.00
Employee Totals: 4.00 96.00
0.00 0.00

MS 40 TCH24 XDTYA 10E040 1505 1320 54 000000 22.0000 24 7.02 154.44
7.02 7.02

MS 40 TCH24 XDTYA 10E010 3000 1320 34 330500 22.0000 24 4.00 88.00
4.00 4.00

PV 20 PA24 XDTY 10E010 1500 1320 64 000000 30.0000 24 2.00 60.00

FS 80 TCH24 XDTYA 10E010 1500 1320 64 000000 30.0000 24 3.00 90.00
3.00 3.00

MS 40 TCH24 XDTY 10E040 1505 1320 54 000000 22.0000 24 2.32 51.04

Page Totals: 49.59 1,170.98
25.77 25.77

11/09/22

Standard Worksheet Report

PAGE: 2

WORKSHEET: 6 EXTRA DUTY PAY

NAME KEY EMPLOYEE NAME
BLDG LOC TYPE PAY ACCOUNT NUMBER PERCENT AMOUNT FREQ FACTOR/HRS TOTALS

HOURS WRKD ACA HOURS

FS	80	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	3.00	90.00
MS	40	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	3.00	90.00
AV	30	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	3.00	66.00
PW	100	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	2.00	44.00
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	1.17	25.74
MV	60	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	4.00	88.00
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	3.16	69.52
AV	30	TCH24	XDTYA	10E010	3000	1320	34	330500	22.0000	24	2.15	47.30
2.15	2.15											
PW	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	3.00	66.00
MS	40	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	3.00	90.00
AV	30	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	4.00	88.00
PC	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	2.00	44.00
PE	100	PA24	XDTY	10E100	1505	1340	60	000000	22.0000	24	3.00	66.00
PC	100	TCH24	XDTF2	10E010	2210	1320	49	493200	30.0000	24	12.00	360.00
12.00	12.00											
PC	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	5.75	126.50
12.00	12.00											
Employee Totals:											17.75	486.50
MS	40	TCH24	XDTYA	10E040	1505	1320	54	000000	22.0000	24	4.00	88.00
4.00	4.00											
PV	20	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	2.00	44.00

Page Totals: 18.15 18.15 60.23 1,493.06

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Community Consolidated SD 46
11/09/22
Standard Worksheet Report
PAGE: 3

3:16

WORKSHEET: 6 EXTRA DUTY PAY

<u>NAME KEY</u>	<u>EMPLOYEE NAME</u>	<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>	
<u>HOURS WRKD</u>	<u>ACA HOURS</u>											
PV	20	TCH24	XDTY	10E010	2210	3320	34	330500	30.0000	24	3.00	90.00
Employee Totals:											5.00	134.00
0.00	0.00											
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	3.00	66.00
PE	100	TCH24	XDTYA	10E100	1505	1320	60	000000	22.0000	24	3.00	66.00
3.00	3.00											
PV	20	TCH24	XDTYA	10E010	2210	1220	34	330500	30.0000	24	7.00	210.00

7.00 7.00

MV	60	PA20	XDTY	10E010	1500	1340	64	000000	30.0000	24	2.00	60.00
MV	60	PA24	XDTY	10E010	1500	1340	64	000000	30.0000	24	3.00	90.00
MS	40	PA24	XDTY	10E040	1505	1340	54	000000	22.0000	24	9.50	209.00
AV	30	2TC24	XDTY	10E010	2210	1220	34	330500	22.0000	24	5.00	110.00
MV	60	PA24	XDTY	10E010	1500	1320	64	000000	30.0000	24	2.00	60.00
AV	30	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	3.00	90.00
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	3.00	66.00
PC	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	2.75	60.50
PE	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	3.00	66.00
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	10.50	231.00
MS	40	TCH24	XDTY	10E040	1505	1320	54	000000	22.0000	24	1.58	34.76
Employee Totals:											12.08	265.76

0.00 0.00

DO	10	SS24	XDTY	10E010	2210	1220	34	330500	30.0000	24	17.00	510.00
DO	10	SS24	XDTY	10E010	3000	1320	34	330500	22.0000	24	4.00	88.00

Page Totals: 82.33 2,107.26
 10.00 10.00

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Community Consolidated SD 46
 11/09/22
 Standard Worksheet Report
 PAGE: 4
 WORKSHEET: 6 EXTRA DUTY PAY

3:16

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS	
HOURS WRKD	ACA HOURS											
Employee Totals:											21.00	598.00
0.00	0.00											
PE	100	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	3.50	77.00
PE	100	TCH24	XDTY	10E010	2210	1220	34	330500	30.0000	24	1.00	30.00
Employee Totals:											4.50	107.00
0.00	0.00											
MV	60	TCH24	XDTYA	10E010	3000	1320	34	330500	22.0000	24	3.25	71.50
3.25	3.25											
FS	80	PA24	XDTY	10E010	1500	1320	64	000000	30.0000	24	2.00	60.00
PE	100	TCH24	XDTYA	10E100	1505	1320	60	000000	22.0000	24	3.00	66.00
3.00	3.00											
PC	100	TCH24	XDTF2	10E010	2210	1320	49	493200	30.0000	24	12.00	360.00
12.00	12.00											
PC	100	TCH24	XDTY	10E100	1505	1320	60	000000	22.0000	24	5.75	126.50
Employee Totals:											17.75	486.50
12.00	12.00											

AV	30	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	2.00	60.00	
[REDACTED]													
PW	100	PA24	XDTY	10E100	1505	1340	60	000000	22.0000	24	3.00	66.00	
[REDACTED]													
AV	30	TCH24	XDTY	10E010	3000	1320	34	330500	22.0000	24	5.00	110.00	
[REDACTED]													
AV	30	2TC24	XDTY	10E010	1500	1320	64	000000	30.0000	24	2.50	75.00	
[REDACTED]													
PE	100	PA20	XDTY	10E100	1505	1340	60	000000	22.0000	24	3.00	66.00	
[REDACTED]													
FS	80	TCH24	XDTY	10E010	1500	1320	64	000000	30.0000	24	2.50	75.00	
[REDACTED]													
AV	30	PA24	XDTY	10E010	3000	1320	34	330500	22.0000	24	5.15	113.30	
[REDACTED]													
MS	40	PA24	SPRD	10E040	1505	1340	54	000000	22.0000	24	2.50	55.00	
[REDACTED]													
PV	20	OPT24	XDTY	10E010	1500	1320	64	000000	30.0000	24	3.00	90.00	
Page Totals:											59.15	1,501.30	
18.25	18.25												

Report Totals:

72.17 72.17

Number of Records Processed : 66

Number of Records with Pay: 66

251.30 6,272.60

***** End of report *****

NAME KEY EMPLOYEE NAME
BLDG LOC TYPE PAY ACCOUNT NUMBER PERCENT AMOUNT FREQ FACTOR/HRS TOTALS
HOURS WRKD ACA HOURS

[REDACTED]										
DO	10	SS24	OVT2	10E010	2640	1150	68	000000		
									45.0500	24
10.50										10.50
										473.03
[REDACTED]										
SU	990	SUB	HRLY	10E010	1200	1320	65	000000		
									33.0000	24
20.00										20.00
										660.00

Page Totals: 30.50 1,133.03
 30.50 30.50

Report Totals: 30.50 1,133.03
 30.50 30.50

Number of Records Processed : 2
 Number of Records with Pay: 2

***** End of report *****

NAME KEY		EMPLOYEE NAME						PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS
BLDG	LOC	TYPE	PAY	ACCOUNT	NUMBER							
HOURS	WRKD	ACA	HOURS									
AV	30	PA24	DOCKD	10E030	1110	1140	53	000000	-17.9100	24	1.00	-17.91
AV	30	PA24	ISSB	10E010	1110	1220	64	000000	26.2300	24	1.00	26.23
1.00		1.00										
Employee Totals:											2.00	8.32
1.00		1.00										
PE	100	PA24	DOCKD	10E090	1200	1140	59	000000	-18.1700	24	16.42	-298.35
PE	100	PA24	ISSB	10E010	1110	1120	64	000000	26.2300	24	16.42	430.70
16.42		16.42										
Employee Totals:											32.84	132.35
16.42		16.42										
FS	80	PA20	DOCKD	10E080	1250	1140	58	000000	-22.5600	24	3.00	-67.68
FS	80	PA20	ISSB	10E010	1110	1220	64	000000	26.2300	24	3.00	78.69
3.00		3.00										
Employee Totals:											6.00	11.01
3.00		3.00										
PE	100	PA24	DOCKD	10E090	1250	1140	59	000000	-18.9300	24	6.33	-119.83
PE	100	PA24	ISSB	10E010	1110	1220	64	000000	26.2300	24	6.33	166.04
6.33		6.33										
Employee Totals:											12.66	46.21
6.33		6.33										
PW	100	PA24	DOCKD	10E100	1200	1140	60	000000	-22.1700	24	10.25	-227.24
PW	100	PA24	ISSB	10E010	1110	1220	64	000000	26.2300	24	10.25	268.86
10.25		10.25										
Employee Totals:											20.50	41.62
10.25		10.25										
MS	40	PA24	DOCKD	10E040	1200	1140	54	000000	-20.0400	24	27.00	-541.08
MS	40	PA24	ISSB	10E010	1110	1220	64	000000	26.2300	24	27.00	708.21
27.00		27.00										
Employee Totals:											54.00	167.13
27.00		27.00										
FS	80	PA20	DOCKD	10E080	1200	1140	58	000000	-18.1700	24	7.50	-136.28
FS	80	PA20	ISSB	10E010	1110	1220	64	000000	26.2300	24	7.50	196.73
7.50		7.50										
Employee Totals:											15.00	60.45
7.50		7.50										
AV	30	PA24	DOCK	10E030	1200	1140	53	000000	-17.5000	24	2.75	-48.13
AV	30	PA24	ISSB	10E010	1110	1220	64	000000	26.2300	24	2.75	72.13
2.75		2.75										
Employee Totals:											5.50	24.00
2.75		2.75										
Page Totals:											148.50	491.09
74.25		74.25										

<u>NAME KEY</u>	<u>EMPLOYEE NAME</u>	<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>	
<u>HOURS WRKD</u>	<u>ACA HOURS</u>											
AV	30	PA24	DOCKD	10E030	1110	1140	53	000000				
								-17.3400	24	6.92	-119.99	
AV	30	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	6.92	181.51	
6.92	6.92											
										Employee Totals:	13.84	61.52
6.92	6.92											
[REDACTED]												
MS	40	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	7.65	200.66	
7.65	7.65											
[REDACTED]												
FS	80	PA24	DOCKD	10E080	1200	1140	58	000000				
								-21.6900	24	44.25	-959.78	
FS	80	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	44.25	1,160.68	
44.25	44.25											
										Employee Totals:	88.50	200.90
44.25	44.25											
[REDACTED]												
MS	40	PA20	DOCKD	10E040	1200	1140	54	000000				
								-17.6300	24	6.00	-105.78	
MS	40	PA20	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	6.00	157.38	
6.00	6.00											
										Employee Totals:	12.00	51.60
6.00	6.00											
[REDACTED]												
AV	30	PA20	DOCKD	10E030	1200	1140	53	000000				
								-17.5000	20	0.75	-13.13	
AV	30	PA20	ISSB	10E010	1110	1220	64	000000				
								26.2300	20	0.75	19.67	
0.75	0.75											
										Employee Totals:	1.50	6.54
0.75	0.75											
[REDACTED]												
PreK	20	PA20	DOCKD	10E020	1225	1140	52	000000				
								-17.5000	24	5.00	-87.50	
PreK	20	PA20	ISSB	10E010	1110	1120	64	000000				
								26.2300	24	5.00	131.15	
5.00	5.00											
										Employee Totals:	10.00	43.65
5.00	5.00											
[REDACTED]												
MS	40	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	1.67	43.80	
1.67	1.67											
[REDACTED]												
PC	100	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	9.50	249.19	
9.50	9.50											
[REDACTED]												
MS	40	PA24	DOCKD	10E040	1200	1140	54	000000				
								-17.5000	24	49.00	-857.50	
MS	40	PA24	ISSB	10E010	1110	1120	64	000000				
								26.2300	24	49.00	1,285.27	
49.00	49.00											
										Employee Totals:	98.00	427.77
49.00	49.00											
[REDACTED]												
FS	80	PA24	DOCKD	10E080	1110	1140	58	000000				
								-19.2900	24	7.50	-144.68	
FS	80	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	7.50	196.73	
7.50	7.50											
										Employee Totals:	15.00	52.05
7.50	7.50											
[REDACTED]												
Page Totals:										257.66	1,337.68	
138.24	138.24											

WORKSHEET: 9 INTERNAL SUBBING

NAME KEY	EMPLOYEE NAME	BLDG	LOC	TYPE	PAY	ACCOUNT NUMBER	PERCENT	AMOUNT	FREQ	FACTOR/HRS	TOTALS	
HOURS	WRKD	ACA	HOURS									
[REDACTED]												
AV	30	PA24	DOCKD	10E030	1110	1140	53	000000				
								-22.5600	24	11.67	-263.28	
AV	30	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	11.67	306.10	
11.67		11.67										
										Employee Totals:	23.34	42.82
11.67		11.67										
[REDACTED]												
MS	40	PA24	DOCKD	10E040	1200	1140	54	000000				
								-17.3400	24	7.08	-122.77	
MS	40	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	7.08	185.71	
7.08		7.08										
										Employee Totals:	14.16	62.94
7.08		7.08										
[REDACTED]												
FS	80	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	2.33	61.12	
2.33		2.33										
[REDACTED]												
PW	100	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	1.33	34.89	
1.33		1.33										
[REDACTED]												
FS	80	PA20	DOCKD	10E080	1200	1140	58	000000				
								-20.8500	24	13.00	-271.05	
FS	80	PA20	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	13.00	340.99	
13.00		13.00										
										Employee Totals:	26.00	69.94
13.00		13.00										
[REDACTED]												
FS	80	PA24	DOCKD	10E080	1200	1140	58	000000				
								-21.2700	24	6.75	-143.57	
FS	80	PA24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	6.75	177.05	
6.75		6.75										
										Employee Totals:	13.50	33.48
6.75		6.75										
[REDACTED]												
PC	100	TCH24	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	32.33	848.02	
32.33		32.33										
[REDACTED]												
PW	100	TCH24	ISSB	10E100	1250	1120	60	000000				
								26.2300	24	9.75	255.74	
9.75		9.75										
[REDACTED]												
MS	40	PA20	DOCK	10E100	1200	1140	60	000000				
								-18.1700	24	4.00	-72.68	
MS	40	PA20	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	4.00	104.92	
4.00		4.00										
										Employee Totals:	8.00	32.24
4.00		4.00										
[REDACTED]												
PE	100	PA20	DOCK	10E100	1110	1140	60	000000				
								-16.9100	24	6.92	-117.02	
PE	100	PA20	ISSB	10E010	1110	1220	64	000000				
								26.2300	24	6.92	181.51	
6.92		6.92										
										Employee Totals:	13.84	64.49
6.92		6.92										
[REDACTED]												
Page Totals:										144.58	1,505.68	
95.16		95.16										

WORKSHEET: 9 INTERNAL SUBBING

<u>NAME KEY</u>		<u>EMPLOYEE NAME</u>													
<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>							<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>
<u>HOURS WRKD</u>	<u>ACA HOURS</u>														
PV	20	PA24	DOCKD	10E020	1250	1140	52	000000		-17.5000	24	6.50	-113.75		
PV	20	PA24	ISSB	10E010	1110	1220	64	000000		26.2300	24	6.50	170.50		
6.50	6.50														
												Employee Totals:	13.00	56.75	
6.50	6.50														
[REDACTED]															
PV	20	PA24	DOCK	10E020	1110	1140	52	000000		-23.0100	24	3.83	-88.13		
PV	20	PA24	ISSB	10E010	1110	1220	64	000000		26.2300	24	3.83	100.46		
3.83	3.83														
												Employee Totals:	7.66	12.33	
3.83	3.83														
[REDACTED]															
PV	20	PA20	DOCKD	10E010	1110	1140	43	430000		-17.9100	24	7.00	-125.37		
PV	20	PA20	ISSB	10E010	1110	1220	64	000000		26.2300	24	7.00	183.61		
7.00	7.00														
												Employee Totals:	14.00	58.24	
7.00	7.00														
[REDACTED]															
PV	20	PA20	DOCKD	10E020	1200	1140	52	000000		-17.3400	24	7.00	-121.38		
PV	20	PA20	ISSB	10E010	1110	1120	64	000000		26.2300	24	7.00	183.61		
7.00	7.00														
												Employee Totals:	14.00	62.23	
7.00	7.00														
[REDACTED]															
PV	20	PA24	DOCK	10E010	1110	1140	43	430000		-23.0100	24	7.00	-161.07		
PV	20	PA24	ISSB	10E010	1110	1220	64	000000		26.2300	24	7.00	183.61		
7.00	7.00														
												Employee Totals:	14.00	22.54	
7.00	7.00														

Page Totals: 31.33 31.33 62.66 212.09

Report Totals: 338.98 338.98 613.40 3,546.54

Number of Records Processed : 59
 Number of Records with Pay: 59

<u>NAME KEY</u>	<u>EMPLOYEE NAME</u>	<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>
<u>HOURS WRKD</u>	<u>ACA HOURS</u>										
		MS	40	TCH24	RTRO	10E040 1800 1120 54 000000		944.1600 24		1.00	944.16
1.00	1.00										

Page Totals: 1.00 1.00 1.00 944.16

Report Totals: 1.00 1.00 1.00 944.16

Number of Records Processed : 1
 Number of Records with Pay: 1

***** End of report *****

11/11/22

Standard Worksheet Report

PAGE: 1

WORKSHEET: 6 STIPEND PAY

<u>NAME KEY</u>	<u>EMPLOYEE NAME</u>	<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>	
<u>HOURS WRKD</u>	<u>ACA HOURS</u>											
PW	100	TCH24	STPD	10E100	1500	1320	60	000000	3,027.0000	24	1.00	3,027.00
PW	100	TCH24	STPD	10E100	1500	1320	60	000000	3,027.0000	24	1.00	3,027.00
FS	80	TCH24	STPD	10E080	1500	1320	58	000000	200.0000	24	1.00	200.00

Page Totals: 0.00 0.00 3.00 6,254.00

Report Totals: 0.00 0.00 3.00 6,254.00

Number of Records Processed : 3
Number of Records with Pay: 3

***** End of report *****

NAME KEY EMPLOYEE NAME

<u>BLDG</u>	<u>LOC</u>	<u>TYPE</u>	<u>PAY</u>	<u>ACCOUNT NUMBER</u>	<u>PERCENT</u>	<u>AMOUNT</u>	<u>FREQ</u>	<u>FACTOR/HRS</u>	<u>TOTALS</u>
<u>HOURS WRKD</u>	<u>ACA HOURS</u>								

DO	10	SS24	OVT2	10E010 2660 1140 66 000000		40.6700	24	6.50	264.36
6.50									

ISC	70	SS24	OVT2	10E010 2660 1140 66 000000		53.1600	24	4.50	239.22
4.50									

PC	100	PA24	OVT1	10E010 2660 1140 66 000000		17.5200	24	15.83	277.34
15.83									

Page Totals: 26.83 0.00 26.83 780.92

Report Totals: 26.83 0.00 26.83 780.92

Number of Records Processed : 3
 Number of Records with Pay: 3

***** End of report *****

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK NUMBER	CHECK DATE	AMOUNT	TOTAL
Advance Auto Parts	BATTERY FOR LEAVE PICKER UPPER	20E010 2540 4100 21 000000	8664229979	1702764	12/01/2022	42.20	42.20
Aliyeva, Gulnara	Translation services	10E010 1800 3100 13 000000	221111	1702765	12/01/2022	585.00	
	Translation services	10E010 1800 3100 13 000000	221103		12/01/2022	780.00	1,365.00
Arbor Management, Inc.	October 2022 Billing	10E010 2560 3100 19 000000	272879	1702766	12/01/2022	93,458.27	93,458.27
Assured Healthcare, LLC.	Outsourced Staffing	10E010 2130 3100 15 000000	INV-18493	1702767	12/01/2022	1,415.94	1,415.94
AT & T Mobility	DISTRICT CELL PHONES INVOICE	20E010 2540 3400 16 000000	221025	1702768	12/01/2022	1,584.34	1,584.34
	287310671470X11032022						
AT&T	ROUTER CHARGES	20E010 2540 3400 16 000000	5323214700	1702769	12/01/2022	2,107.60	2,107.60
Basbagill, Paul	Referee for Basketball - 11/3	10E040 1500 3100 04 000000	221114	1702770	12/01/2022	85.00	85.00
Batteries Plus Bulbs #296	BATTERIES FOR EMERGENCY LIGHTS INV.	20E010 2540 4100 21 000000	P56834153	1702771	12/01/2022	236.40	236.40
	P56834153						
Blue Jay Paint & Blinds	TRAFFIC PAINT	20E010 2540 4100 21 000000	G0011019	1702772	12/01/2022	191.76	191.76
Cabay & Company, Inc	PAPER TOWELS	20E010 2540 4100 21 000000	67007	1702773	12/01/2022	5,535.00	5,535.00
Camelot Therapeutic Schools LL	October 2022 billing	10E010 1912 6700 15 000000	INV146513	1702774	12/01/2022	7,981.20	7,981.20
CDW Government, Inc	MAXCASES EXTREME SHELL-L NOTEBOOK SHELL CASE	10E010 2660 4100 16 000000	D466954	1702775	12/01/2022	28,470.00	28,470.00
	CHROMEBOOK CASES	10E010 2660 4100 16 000000	D466952		12/01/2022	51,727.80	80,197.80
Chance Light	Outsourced Consultation Services - October 2022	10E010 2110 3100 48 462000	5357164	1702776	12/01/2022	63,233.00	63,233.00
City Electric Supply Co	TRIAL FOR GUYS	20E010 2540 4100 21 000000	WB2319829	1702777	12/01/2022	148.50	
	CONTRACTOR & COIL	20E010 2540 4100 21 000000	LKV/093609		12/01/2022	660.50	809.00
Clark, Steve	Referee Girls Basketball - Oct 20, 22	10E040 1500 3100 04 000000	221104	1702778	12/01/2022	85.00	85.00
Clean Cut Tree Care, Inc	TREE TRIMMING ALONG FREDERICK SCHOOL	20E010 2540 3100 21 000000	21401	1702779	12/01/2022	2,520.00	2,520.00
Colley Elevator Co	ELEVATOR REPAIRS AND MAINTENANCE	20E010 2540 3100 21 000000	234074	1702780	12/01/2022	3,777.00	
	ELEVATOR REPAIRS AND MAINTENANCE	20E010 2540 3100 21 000000	234075		12/01/2022	3,024.00	6,801.00
Connections Day School South C	Outsourced Tuition	10E010 1912 6700 15 000000	29983	1702781	12/01/2022	1,330.60	
	Outsourced Tuition	10E010 1912 6700 15 000000	29984		12/01/2022	1,330.60	2,661.20
Constellation Energy Services, PV ELECTRIC SERVICE		20E020 2540 4660 21 000000	6310781820	1702782	12/01/2022	2,228.70	2,228.70
Constellation NewEnergy-Gas Di	AV&PV GAS SERVICE	20E020 2540 4650 21 000000	3602150	1702783	12/01/2022	330.66	
	AV&PV GAS SERVICE	20E030 2540 4650 21 000000	3602150		12/01/2022	696.98	1,027.64
	PC GAS SERVICE	20E100 2540 4650 21 000000	3602149		12/01/2022	1,852.94	
	5 SCHOOLS GAS SERVICE	20E040 2540 4650 21 000000	3602347		12/01/2022	692.05	
	5 SCHOOLS GAS SERVICE	20E050 2540 4650 21 000000	3602347		12/01/2022	486.51	
	5 SCHOOLS GAS SERVICE	20E060 2540 4650 21 000000	3602347		12/01/2022	966.78	
	5 SCHOOLS GAS SERVICE	20E080 2540 4650 21 000000	3602347		12/01/2022	887.20	
	5 SCHOOLS GAS SERVICE	20E070 2540 4650 21 000000	3602347		12/01/2022	54.03	5,967.15
Daily Herald	Daily Herald Tax Levy publication	10E010 2310 3500 11 000000	233737	1702784	12/01/2022	257.60	257.60
Dena Denny Physical Therapy PC	Outsourced Physical Therapy	10E010 2130 3100 48 462000	1790	1702785	12/01/2022	2,300.00	2,300.00
Dependable Fire Equipment	GMS FIRE SUPPRESSION SYSTEM	20E010 2540 3100 21 000000	40345	1702786	12/01/2022	865.00	865.00

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK NUMBER	CHECK DATE	AMOUNT	TOTAL
Diaz, Stephanie	Staff Travel Reimbursement	10E010 2210 3320 14 000000	221109	1702787	12/01/2022	257.34	257.34
DuPage Federation on Human Ser	Translation services	10E010 1800 3100 13 000000	8285	1702788	12/01/2022	27,913.33	27,913.33
Durham School Services-GL	Durham Oct. 2022 Invoice	40E010 2550 4640 20 000000	91932727	1702789	12/01/2022	15,747.76	
	Durham Oct 2022 Invoice 91932107	40E010 2550 3310 20 350000	91932107		12/01/2022	184,937.76	
	Durham Oct 2022 Invoice 91932107	40E010 2550 3310 20 351000	91932107		12/01/2022	88,685.96	
	Durham Oct 2022 Invoice 91932107	40E010 2550 3310 20 141500	91932107		12/01/2022	919.08	
	Durham Oct 2022 Invoice 91932107	40E010 2550 3310 20 141600	91932107		12/01/2022	468.40	
	Durham Oct 2022 Invoice 91932107	40E010 2550 3310 20 141700	91932107		12/01/2022	5,222.03	295,980.99
Duron, Daniel	Staff Mileage Reimbursement	10E010 2660 3320 16 000000	221031	1702790	12/01/2022	68.25	68.25
Edpuzzle	Edpuzzle Renewal	10E010 1110 3100 14 000000	24547	1702791	12/01/2022	11,100.00	11,100.00
Eric Detweiler	Staff Conference Reimbursement	10E080 2410 3320 08 000000	221020	1702815	12/01/2022	369.31	369.31
Esscoe, LLC	Park Campus Speakers and material for ALICE request	20E010 2540 3100 21 000000	55319	1702792	12/01/2022	9,646.61	9,646.61
First Point Mechanical	PUMP AT PARK INVOICE: S12180823	20E010 2540 3100 21 000000	S12180823	1702793	12/01/2022	487.50	487.50
Forward Edge	Network Managed Services	10E010 2660 3100 16 000000	CW50320	1702794	12/01/2022	2,044.84	2,044.84
Fox Hire, LLC.	Outsource Staffing	10E010 2330 3100 15 000000	AS01609667	1702795	12/01/2022	3,260.00	
	Outsourced Staffing	10E010 2330 3100 15 000000	AS01609380		12/01/2022	3,950.00	7,210.00
GSF USA, Inc.	OCTOBER CLEANING SERVICES	20E010 2540 3220 21 000000	INR066539	1702796	12/01/2022	75,175.80	75,175.80
Heerdegen, Ken	Referee for Basketball - 11/9	10E040 1500 3100 04 000000	221114	1702797	12/01/2022	85.00	85.00
Home Depot - Pro Institutional	DISTRICT SUPPLIES	20E010 2540 4100 21 000000	714185345	1702798	12/01/2022	209.34	
Hyde Park Day School	SUPPLIES FOR DISTRICT	20E010 2540 4100 21 000000	715626834		12/01/2022	232.60	441.94
	Outplaced Tuition	10E010 1912 6700 15 000000	H2022114	1702799	12/01/2022	5,191.00	5,191.00
IASB	Pre-Conference Workshop at IASB	10E010 2310 3100 11 000000	371829	1702800	12/01/2022	150.00	
	Conference School Finance for School						
	Board Members PM for Jessica Albert.						
	IASB Board Workshop 11/9/22 3 R's:	10E010 2310 3100 11 000000	372011		12/01/2022	600.00	750.00
	Reflect, Resond, Recover.						
Illinois Language Services	Translation services	10E010 1800 3100 13 000000	424816	1702801	12/01/2022	11,909.81	11,909.81
IT Savvy	CHROMEBOOK REPAIRS	10E010 2660 3100 16 000000	38428	1702802	12/01/2022	250.00	250.00
Kalisz, Brian	Staff Mileage Reimbursement	10E010 2660 3320 16 000000	221101	1702803	12/01/2022	83.81	83.81
Keshet Day School	Outsourced Tuition	10E010 1912 6700 15 000000	27688	1702804	12/01/2022	1,218.78	
	Outsourced Tuition	10E010 1912 6700 15 000000	27375		12/01/2022	8,969.44	10,188.22
Kriha Boucek	Attorney Professional Fees and Expenses incurred through 10/31/22	10E010 2310 3180 13 000000	4277	1702805	12/01/2022	525.00	525.00
Manarik, Jane	Parent Reimbursement for Travel - Child residentially outplaced	10E010 2330 3100 15 000000	221104	1702806	12/01/2022	2,374.97	2,374.97
Manarik, Jonathan	Parent Reimbursement for Travel - Child residentially outplaced	10E010 2330 3100 15 000000	221104	1702807	12/01/2022	268.08	268.08
McGraw-Hill Companies	Curriculum materials	10E010 1800 4100 34 330500	1257892500	1702808	12/01/2022	2,742.30	2,742.30

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK NUMBER	CHECK DATE	AMOUNT	TOTAL
Midland Paper	XEROX PAPER	10E010 2570 4100 13 000000	IN01909577	1702809	12/01/2022	6,950.40	6,950.40
Mobile Therapy Centers of Amer Nolan, James	Mobile Therapy Referee for Basketball - 11/9	10E010 1200 3100 15 000000	1004	1702810	12/01/2022	15,723.50	15,723.50
	Referee -1 Oct 25	10E040 1500 3100 04 000000	221114	1702811	12/01/2022	85.00	85.00
Office Depot	Office supplies	10E040 1500 3100 04 000000	221104	1702812	12/01/2022	85.00	170.00
Pearson	Resource Supplies	10E010 1800 4100 34 330500	2767121950	1702812	12/01/2022	12.06	12.06
	Resource supplies	10E010 1200 4100 48 462000	20041442	1702813	12/01/2022	102.50	102.50
	Resource Supplies	10E010 1200 4100 48 462000	20043334	1702813	12/01/2022	60.00	60.00
	Resource supplies	10E010 1200 4100 48 462000	19843154	1702813	12/01/2022	229.18	229.18
Peerless Network, Inc.	NETWORK SERVICE	10E010 1200 4100 48 462000	19604735	1702814	12/01/2022	430.14	821.82
Riggs Therapy & Rehab Svcs	Outsource Phys Therapy	20E010 2540 3400 16 000000	574992	1702814	12/01/2022	15.15	15.15
schindler, Jim	Referee - Basketball - 11/10/22	10E010 2150 3100 15 000000	2022-049	1702816	12/01/2022	2,550.00	2,550.00
Soliant Health	Outsourced Tuition	10E040 1500 3100 04 000000	221114	1702817	12/01/2022	85.00	85.00
Special Edu. Dist. Of Lake Cou	November Tuition	10E010 2150 3100 15 000000	20518333	1702818	12/01/2022	3,942.00	3,942.00
Spectrum Center, Inc.	Billing for October 2022	10E010 4220 6700 15 000000	110722	1702819	12/01/2022	130,298.75	130,298.75
Stephenson, Terry	Referee -- Basketball 1 Oct 20	10E010 1912 6700 15 000000	221031	1702820	12/01/2022	40,556.64	40,556.64
	Referee for Basketball - 11/3	10E040 1500 3100 04 000000	221104	1702821	12/01/2022	85.00	85.00
Streamwood Behavioral Health S T Mobile	Hospital Tutoring Services	10E010 4210 6700 15 000000	16286	1702822	12/01/2022	525.00	525.00
	HOTSPOTS ACCT 969742791	20E010 2540 3400 16 000000	221103	1702823	12/01/2022	493.53	493.53
	HOTSPOTS ACCT. 858575658	20E010 2540 3400 16 000000	221105	1702823	12/01/2022	1,400.66	1,894.19
Tengler, Steve	Referee - Girls Bball Nov 1	10E040 1500 3100 04 000000	221104	1702824	12/01/2022	85.00	85.00
Thinking Maps, Inc.	Thinking Maps Training	10E010 2210 3320 49 493200	84291	1702825	12/01/2022	1,790.00	1,790.00
Thomson Reuters - West Village Of Grayslake	ONLINE SOFTWARE SUBSCRIPTION	10E010 2660 4700 16 000000	847308404	1702826	12/01/2022	1,003.00	1,003.00
	WV WATER SERVICE ACCT. 0000612700-00	20E050 2540 3700 21 000000	221101	1702827	12/01/2022	631.22	631.22
	FS WATER SERVICE ACCT 000104875-00	20E080 2540 3700 21 000000	221101-D	1702827	12/01/2022	835.94	835.94
	DO WATER SERVICE ACCT 000103050-01	20E010 2540 3700 21 000000	221101-A	1702827	12/01/2022	51.18	51.18
	ISC WATER SERVICE ACCT 000104900-00	20E070 2540 3700 21 000000	221101-C	1702827	12/01/2022	17.06	17.06
Village Of Hainesville	MV WATER SERVICE ACCT. 0000903224-00	20E060 2540 3700 21 000000	221101-B	1702828	12/01/2022	955.36	2,490.76
Village Of Round Lake Beach	PV WATER SERVICE ACCT. 40995104.000	20E020 2540 3700 21 000000	221115	1702828	12/01/2022	211.62	211.62
	AV WATER SERVICE ACCT. 0404900004-00	20E030 2540 3700 21 000000	221003-A	1702829	12/01/2022	37.59	37.59
	AV WATER SERVICE ACCT. 0404900003-00	20E030 2540 3700 21 000000	221005	1702829	12/01/2022	679.75	679.75
VT Services, Inc.	AV WATER SERVICE ACCT. 0404900001-00	20E030 2540 3700 21 000000	221003	1702829	12/01/2022	222.75	222.75
	AV WATER SERVICE ACCT. 0404900002-00	20E030 2540 3700 21 000000	220930	1702829	12/01/2022	172.01	172.01
	CHROMEBOOK REPAIRS	10E010 2660 3100 16 000000	200636	1702830	12/01/2022	2,550.00	2,550.00
	CHROMEBOOK REPAIRS	10E010 2660 3100 16 000000	200703	1702830	12/01/2022	2,910.00	2,910.00
	CHROMEBOOK REPAIRS	10E010 2660 3100 16 000000	200826	1702831	12/01/2022	680.00	680.00
Waste Management	PC GARBAGE SERVICE INV. 7091517-2013-9	20E010 2540 3210 21 000000	7091517-20	1702831	12/01/2022	617.87	617.87
	DISTRICT GARBAGE SERVICE INV. 7091165-2013-7	20E010 2540 3210 21 000000	7091165-20	1702831	12/01/2022	3,690.42	4,308.29

VENDOR	INVOICE DESCRIPTION	ACCOUNT NUMBER	INVOICE NUMBER	CHECK CHECK NUMBER	CHECK CHECK DATE	AMOUNT	TOTAL
Westfall, James	Referee - Boys Bball Oct 25 & Nov 1	10E040 1500 3100 04 000000	221104	1702832	12/01/2022	170.00	170.00
WEX Bank	DISTRICT FLEET GAS INV. 84865032	20E010 2540 4640 21 000000	84865032	1702833	12/01/2022	1,964.17	1,964.17
Williams, David	Referee for Basketball - 11/10	10E040 1500 3100 04 000000	221114	1702834	12/01/2022	85.00	85.00
Wold Architects & Engineers	PV ROOF REPL 2022	60E020 2530 5300 24 000000	82291	1702835	12/01/2022	8,241.22	8,241.22

Totals for checks 978,307.93

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	Education Fund	0.00	0.00	547,449.44	547,449.44
20	Operations/Maintenance Fund	0.00	0.00	126,636.28	126,636.28
40	Transportation Fund	0.00	0.00	295,980.99	295,980.99
60	Capital Projects	0.00	0.00	8,241.22	8,241.22
***	Fund Summary Totals ***	0.00	0.00	978,307.93	978,307.93

***** End of report *****



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Action Items



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

To: Board of Education
Dr. Lynn Glickman, Superintendent

From: Chris Wildman, Assistant Superintendent of Finance / CSBO
Adam Halperin, Director of Operations and Maintenance

Date: November 30, 2022

Memo: Purchase of Building Automation Systems (BAS) for Frederick,
Meadowview, Park Campus, Prairieview and Woodview Schools

Background

The district's Long Range Facilities Plan (LRFP) includes Indoor Air Quality (IAQ) Assessment recommendations by Trane for each of our school buildings. At the December 8, 2021 Regular Board Meeting, the Board of Education approved a 3 Year Priority Capital Plan, totalling \$9.2 million. The Year 2 improvements include Building Automation System (BAS) upgrades for Frederick, Meadowview, Park Campus, Prairieview and Woodview Schools, as presented in the Timeline of 3-Year Priority Capital Plan. This was presented to the Board of Education at the November 16, 2022 Regular Board meeting.

Administrative Considerations

The district is a member of OMNIA Partners. All cooperative purchasing agreements offered through OMNIA Partners have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity. Harford County Public Schools, MD awarded a contract to Trane for HVAC Products, Installation, Services and Related Products and Services (Contract Number: 15-JLP-023) effective October 1, 2015, through March 31, 2023.

At the November 30, 2022 Regular Board Meeting the administration is recommending to award the contracts to Trane to install Building Automation System (BAS) upgrades for Frederick, Meadowview, Park Campus, Prairieview and Woodview Schools. The total project cost is \$2,189,507 for all the contracts.

Frederick	\$330,413
Meadowview	\$264,241
Park Campus	\$475,181
Prairieview	\$384,635
Woodview	\$315,067
Grayslake Middle School	\$419,970

District Goal

This action is responsive to: District Goal #4- Facilities:

Review, expand, and clarify the comprehensive Master Facilities Plan on an annual basis to continue to create equitable, quality learning environments (both inside and outside of the buildings) to serve our students, staff and communities with a focus on aligning decision-making to district goals.

Board Policy

4:60 Purchases and Contracts

Recommendation

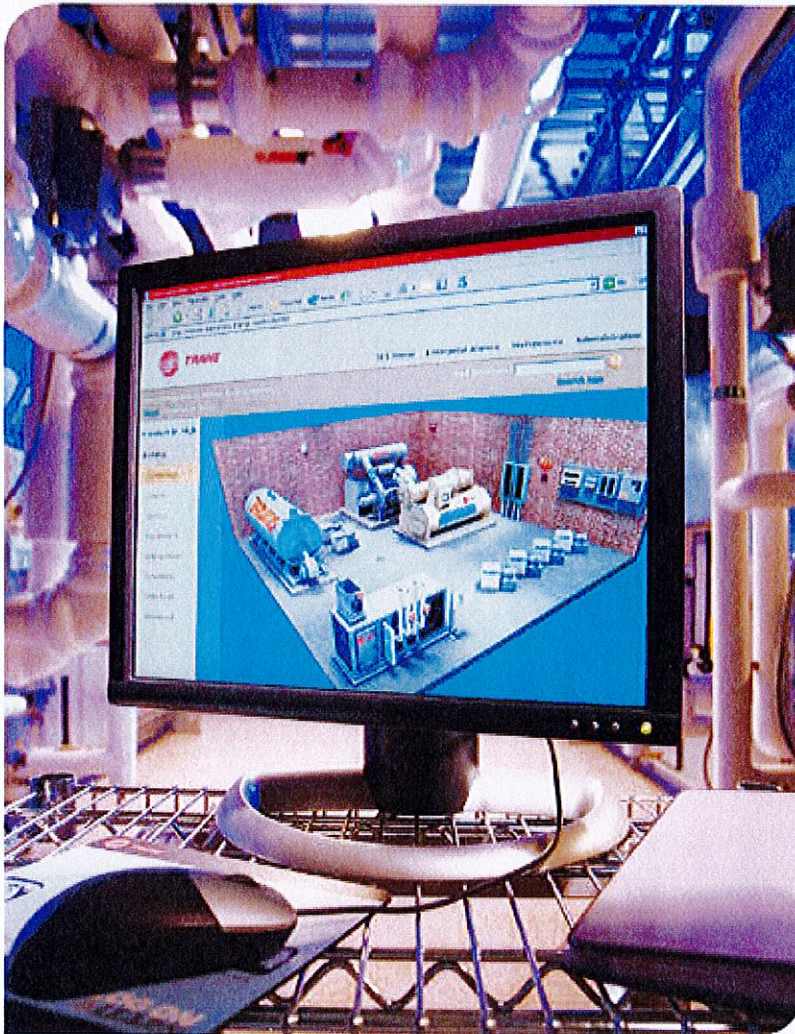
The administration recommends the Board of Education approve the contracts as presented.

BOARD RECOMMENDATION

BE IT RESOLVED: The CCSD 46 Board of Education approves the contracts, as presented by administration.



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Meadowview School
291 Lexington
Grayslake, IL 60030 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551

Office: (630) 734-6149

Proposal ID: 7131751

ISBE State Contract Quote #:
22-510CPOGS-B-25977

Date: November 20, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Adam Halperin—Director of Operations and Maintenance

Date:
November 20, 2022

Job Name:
Grayslake CCSD 46 Meadowview Controls Retrofit

Proposal Number:
7131751

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

MEADOWVIEW SCHOOL

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Photorealistic Animated HVAC Equipment Graphics for each piece of equipment being controlled
- Owner Control System Operational Training (District wide)
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Tree navigation
- Summary Screen Room # Temperatures
- Each wing of the school will be equipped with CO2 and Humidity sensing capabilities
 - A custom dashboard with graphics will also be supplied
- This site will be fully integrated into Trane's Hosted Ensemble Platform for single point control

One (1) Existing Chilled Water System

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing chiller plant
- Would like to get BACnet to Chiller but may not be possible. (only S/S, Status today)
- Reprogram current sequence of operation into new controller

One (1) Existing Heating Hot Water System Controls for (2) Boilers Plus (1) Mini-Boiler

- Changeout existing JCI controllers with new Trane BACnet controllers
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

Five (5) Existing Air Handling Units (AHU, HW coil and HW/CHW combo coil)

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

**One (1) Existing Unit Ventilator (UV)**

- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Program current sequence of operation into new controller

Four (4) Existing Unit Cabinet Unit Heaters (CUH)

- Existing Stand-alone electric Thermostat, NO work by Trane under this contract

Fifty-four (54) Existing Hot Water Reheat VAV Terminal Units (VAV)

- Provide and install new Trane UC210 controller and required end devices
- Field installed Space Temperature Sensor
- Discharge Air Temperature Sensor (this is extra as not part of JCI system)
- Hot Water Valve (existing reconnect to new Trane Controller)

Ten (10) Exhaust Fan(s) (EF)

- For EF's that are already on the BAS system only
- EF Start/Stop and Status (if already existing otherwise no status)
- BAS Time of Day Scheduling Control

Item 9 – Misc. Points on existing JCI system: (if not on existing system, not included)

- Outside lighting
- Glycol low level alarm (not on JCI but we need to add it, AI if possible)
- Tie in VFD's
- Snow melt alarm and points per JCI system
- Any existing additional JCI points
- JCI panels DDC controllers are everywhere and some do not have enclosure so must field verify new enclosures (approx. 5 new for school)
- (1) New Power Meter



Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Two (2) copies of the Tracer TU software tool are included
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

Controls systems services not included

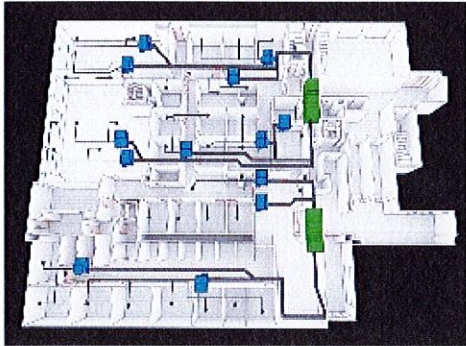
- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

Proposal Notes/ Clarifications

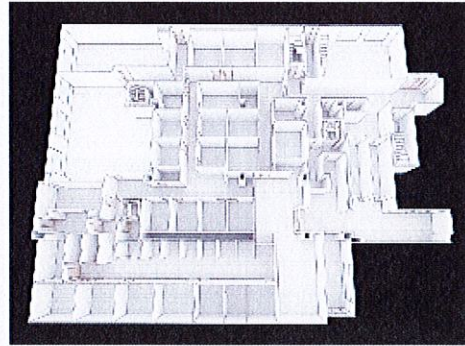
- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



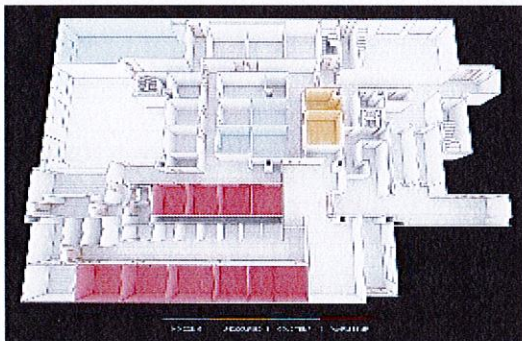
3D Floorplan Graphic with Ductwork:



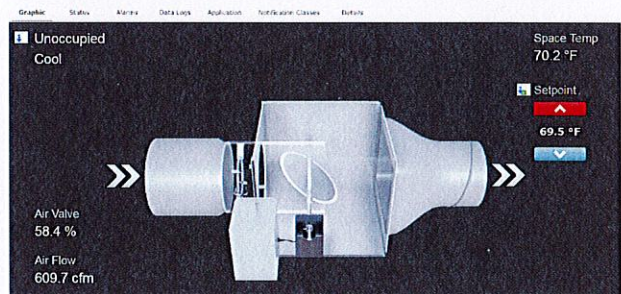
3D Floorplan Graphic without Ductwork:



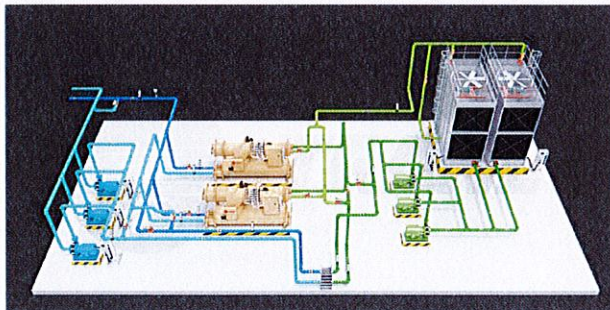
3D Floorplan Graphic with Thermal Background:



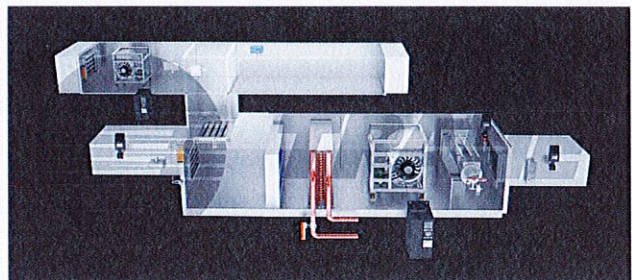
VAV Graphic:



3D Hydronic System:



Air Handler:





Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Meadowview School
291 Lexington Lane
Grayslake, IL 60030
United States

Price

Total Net Price.....\$264,241.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: November 20, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
5. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Frederick School
595 Frederick Road
Grayslake, IL 60030 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551

Office: (630) 734-6149

Proposal ID: 7131754

ISBE State Contract Quote #:

22-510CPOGS-B-25977

Date: November 20, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Adam Halperin—Director of Operations and Maintenance

Date:
November 20, 2022

Job Name:
Grayslake CCSD 46 Frederick School Controls Retrofit

Proposal Number:
7131754

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

FREDERICK SCHOOL

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Photorealistic Animated HVAC Equipment Graphics for each piece of equipment being controlled
- Owner Control System Operational Training (District wide)
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Tree navigation
- Summary Screen Room # Temperatures
- Each wing of the school will be equipped with CO2 and Humidity sensing capabilities
 - A custom dashboard with graphics will also be supplied
- This site will be fully integrated into Trane's Hosted Ensemble Platform for single point control

One (1) Existing Chilled Water System (2) Chillers

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing chiller plant
- Would like to get BACnet to Chiller but may not be possible. (only S/S, Status today)
- Reprogram current sequence of operation into new controller

Existing Heating Hot Water System Controls for (2) Boilers

- Changeout existing JCI controllers with new Trane BACnet controllers
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

Two (2) Existing Air Handling Units (AHU, HW coil and CHW coil)

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller



Three (3) Packaged Rooftop Units (RTU, Gas Heat with DX)

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing RTU's
- Reprogram current sequence of operation into new controller

Four (4) Existing Unit Cabinet Unit Heaters (CUH)

- Existing Stand-alone electric Thermostat, NO work by Trane under this contract.

Eighty-Nine (89) Existing Hot Water Reheat VAV Terminal Units (VAV)

- Provide and install new Trane UC210 controller and required end devices
- Field installed Space Temperature Sensor
- Discharge Air Temperature Sensor (this is extra as not part of JCI system)
- Hot Water Valve (existing reconnect to new Trane Controller)

Ten (10) Exhaust Fan(s) (EF)

- For EF's that are already on the BAS system only
- EF Start/Stop and Status (if already existing otherwise no status)
- BAS Time of Day Scheduling Control

Item 9 – Misc. Points on existing JCI system: (if not on existing system, not included)

- Outside lighting
- Glycol low level alarm (not on JCI but we need to add it, AI if possible)
- Tie in VFD's
- Snow melt alarm and points per JCI system
- Any existing additional JCI points
- JCI panels DDC controllers are everywhere and some do not have enclosure so must field verify new enclosures (approx. 5 new for school)
- (1) New Power Meter



Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Two (2) copies of the Tracer TU software tool are included
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

Controls systems services not included

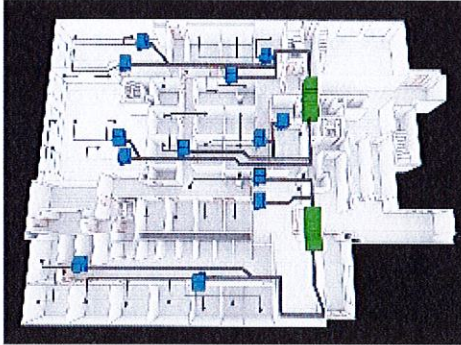
- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

Proposal Notes/ Clarifications

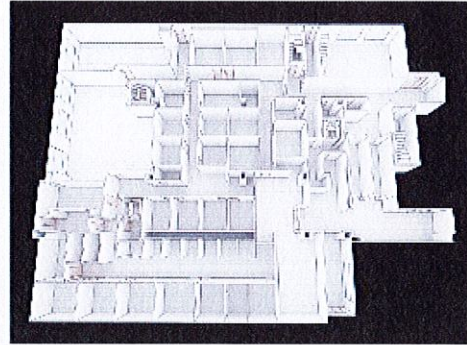
- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



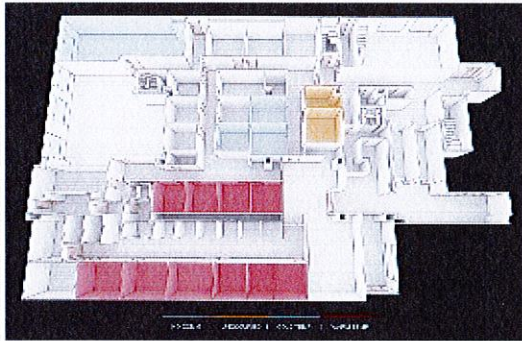
3D Floorplan Graphic with Ductwork:



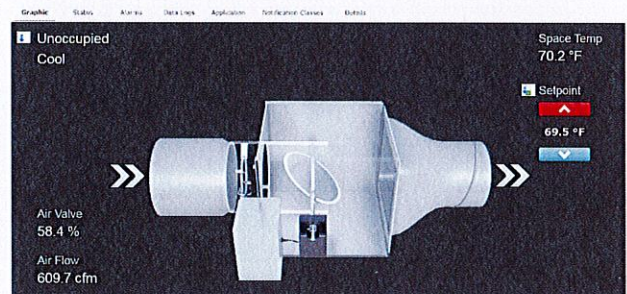
3D Floorplan Graphic without Ductwork:



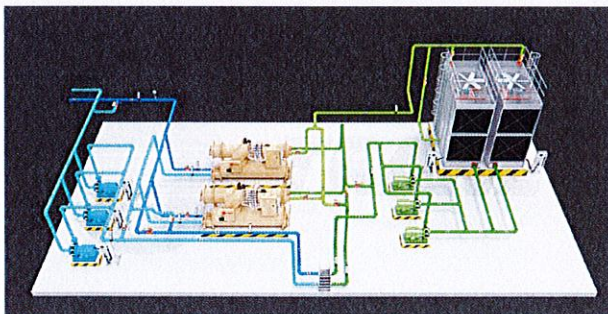
3D Floorplan Graphic with Thermal Background:



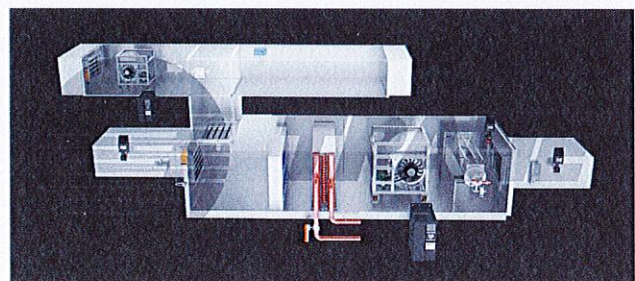
VAV Graphic:



3D Hydronic System:



Air Handler:





Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Frederick School
595 Frederick Road
Grayslake, IL 60030
United States

Price

Total Net Price.....\$330,413.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: November 20, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

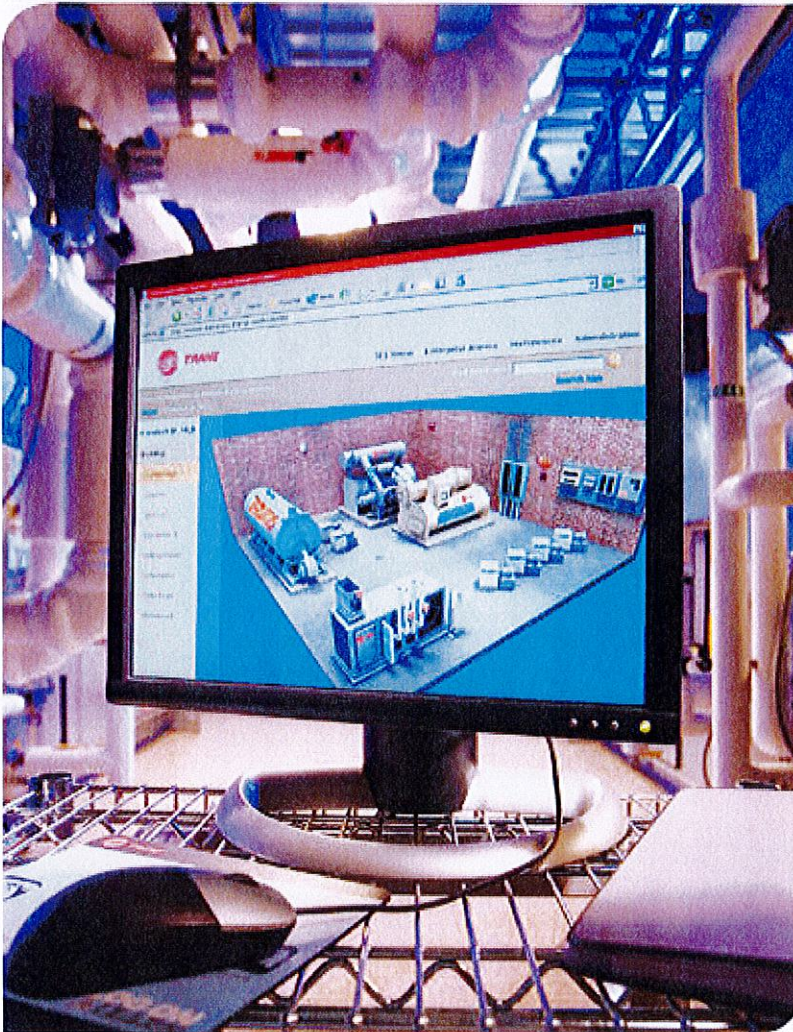
The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Park Campus
400 Townline Road
Round Lake, IL 60073 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551
Office: (630) 734-6149

Proposal ID: 7131757

ISBE State Contract Quote #:
22-510CPOGS-B-25977

Date: November 20, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Adam Halperin—Director of Operations and Maintenance

Date:
November 20, 2022

Job Name:
Grayslake CCSD 46 Park Campus Controls Retrofit

Proposal Number:
7131757

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

PARK CAMPUS

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Photorealistic Animated HVAC Equipment Graphics for each piece of equipment being controlled
- Owner Control System Operational Training (District wide)
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Tree navigation
- Summary Screen Room # Temperatures
- Each wing of the school will be equipped with CO2 and Humidity sensing capabilities
 - A custom dashboard with graphics will also be supplied
- This site will be fully integrated into Trane's Hosted Ensemble Platform for single point control

One (1) Existing Chilled Water System

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing chiller plant
- Reprogram current sequence of operation into new controller

One (1) Existing Heating Hot Water System Controls for (3) Boilers

- Changeout existing JCI controllers with new Trane BACnet controllers
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

Four (4) Existing Air Handling Units (AHU, HW coil and CHW coil)

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

**Two (2) Existing Air Handling Multizone Units (AHU-MZ HW coil and CHW coils, plus zone dampers)**

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

Five (5) Packaged Rooftop Units (RTU, Gas Heat with DX)

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing RTU's
- Reprogram current sequence of operation into new controller

Eighteen (18) Existing Unit Cabinet Unit Heaters (CUH)

- Existing Stand-alone electric Thermostat, NO work by Trane under this contract.

One-Hundred, Fifteen (115) Existing Hot Water Reheat VAV Terminal Units (VAV)

- Provide and install new Trane UC210 controller and required end devices
- Field installed Space Temperature Sensor
- Discharge Air Temperature Sensor (this is extra as not part of JCI system)
- Hot Water Valve (existing reconnect to new Trane Controller)

Fifteen (15) Exhaust Fan(s) (EF)

- For EF's that are already on the BAS system only
- EF Start/Stop and Status (if already existing otherwise no status)
- BAS Time of Day Scheduling Control

Item 10 – Misc. Points on existing JCI system: (if not on existing system, not included)

- Outside lighting
- Glycol low level alarm (not on JCI but we need to add it, AI if possible)
- Tie in VFD's
- Snow melt alarm and points per JCI system
- Any existing additional JCI points
- JCI panels DDC controllers are everywhere and some do not have enclosure so must field verify new enclosures (approx. 5 new for school)
- (1) New Power Meter



Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Two (2) copies of the Tracer TU software tool are included
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

Controls systems services not included

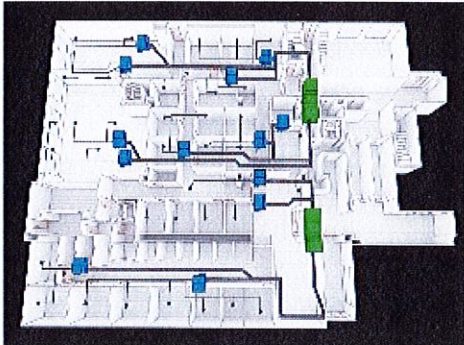
- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

Proposal Notes/ Clarifications

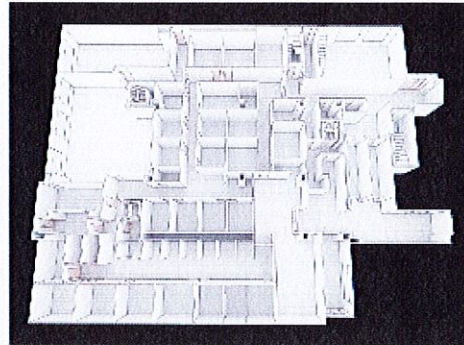
- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



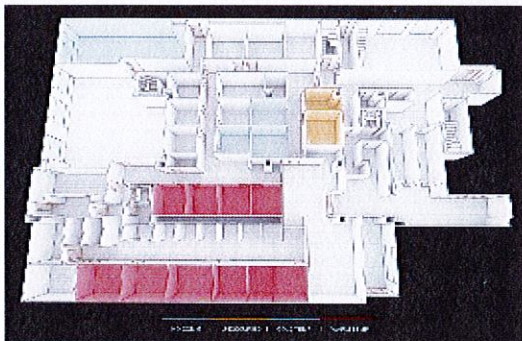
3D Floorplan Graphic with Ductwork:



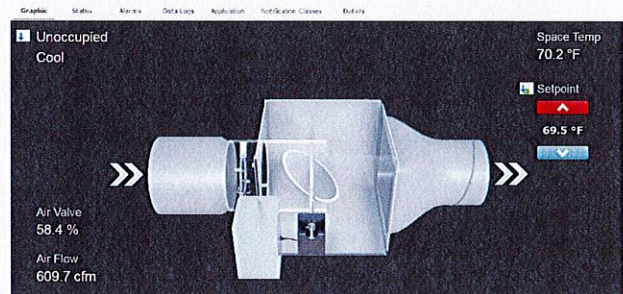
3D Floorplan Graphic without Ductwork:



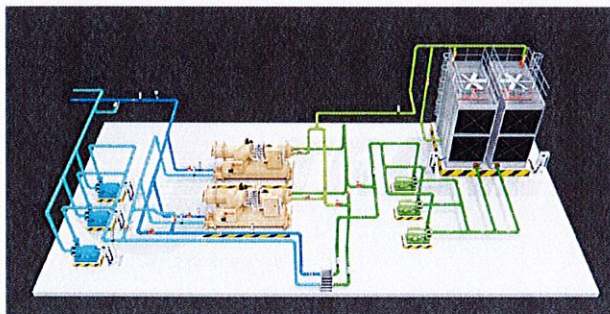
3D Floorplan Graphic with Thermal Background:



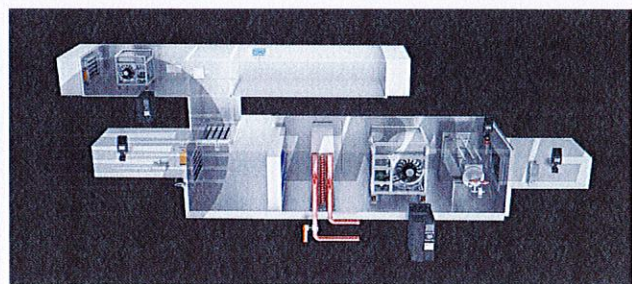
VAV Graphic:



3D Hydronic System:



Air Handler:





Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Park Campus
400 W Townline Road
Round Lake, IL 60073
United States

Price

Total Net Price.....\$475,181.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: November 20, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

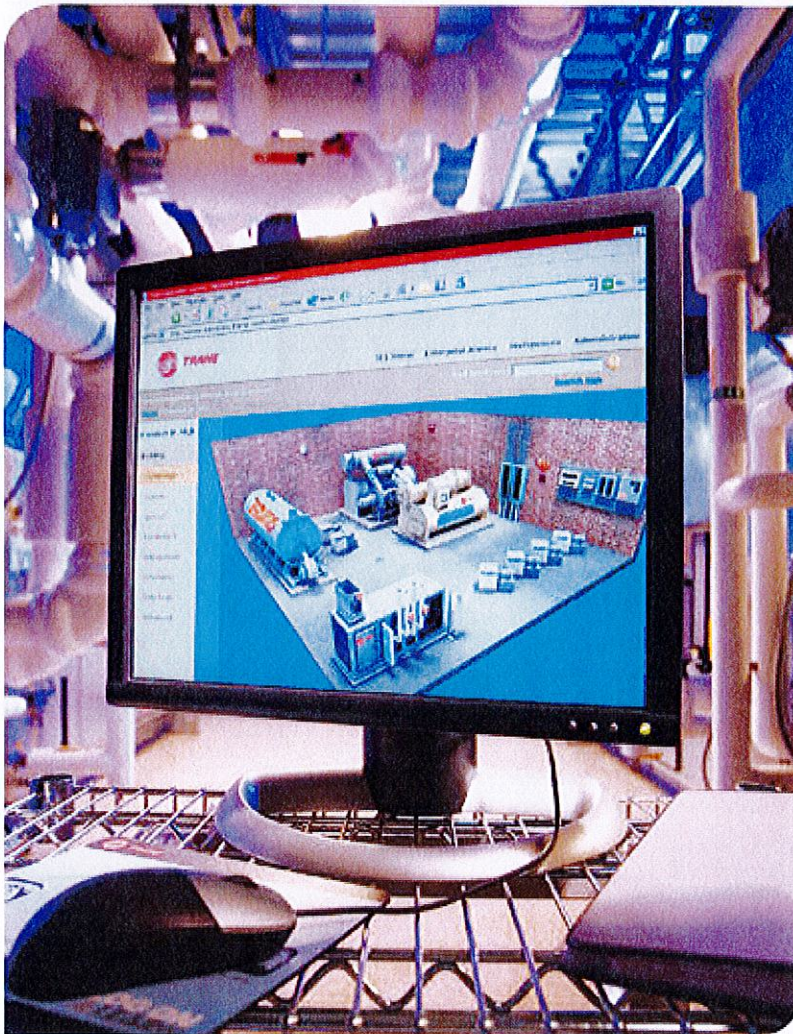
The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Prairieview
103 E Belvidere Road
Hainseville, IL 60030 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551

Office: (630) 734-6149

Proposal ID: 7131758

ISBE State Contract Quote #:
22-510CPOGS-B-25977

Date: November 20, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Adam Halperin—Director of Operations and Maintenance

Date:
November 20, 2022

Job Name:
Grayslake CCSD 46 Prairieview Controls Retrofit

Proposal Number:
7131758

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

PRAIRIEVIEW SCHOOL

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Photorealistic Animated HVAC Equipment Graphics for each piece of equipment being controlled
- Owner Control System Operational Training (District wide)
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Tree navigation
- Summary Screen Room # Temperatures
- Each wing of the school will be equipped with CO2 and Humidity sensing capabilities
 - A custom dashboard with graphics will also be supplied
- This site will be fully integrated into Trane's Hosted Ensemble Platform for single point control

One (1) Existing Chilled Water System

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing chiller plant
- Would like to get BACnet to Chiller but may not be possible. (only S/S, Status today)
- Reprogram current sequence of operation into new controller

One (1) Existing Heating Hot Water System Controls for (2) Boilers

- Changeout existing JCI controllers with new Trane BACnet controllers
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

Six (6) Existing Air Handling Units (AHU, HW coil and CHW coil)

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller



Three (3) Packaged Rooftop Units (RTU, Gas Heat with DX)

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing RTU's
- Reprogram current sequence of operation into new controller

Eight (8) Existing Cabinet Unit Heaters (CUH)

- Existing Stand-alone electric Thermostat, NO work by Trane under this contract.

Ninety-two (92) Existing Hot Water Reheat VAV Terminal Units (VAV)

- Provide and install new Trane UC210 controller and required end devices
- Field installed Space Temperature Sensor
- Discharge Air Temperature Sensor (this is extra as not part of JCI system)
- Hot Water Valve (existing reconnect to new Trane Controller)

Fifteen (15) Exhaust Fan(s) (EF)

- For EF's that are already on the BAS system only
- EF Start/Stop and Status (if already existing otherwise no status)
- BAS Time of Day Scheduling Control

Item 8 – Misc. Points on existing JCI system: (if not on existing system, not included)

- Outside lighting
- Glycol low level alarm (not on JCI but we need to add it, AI if possible)
- Tie in VFD's
- Snow melt alarm and points per JCI system
- Any existing additional JCI points
- JCI panels DDC controllers are everywhere and some do not have enclosure so must field verify new enclosures (approx. 5 new for school)
- (1) New Power Meter



Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Two (2) copies of the Tracer TU software tool are included
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

Controls systems services not included

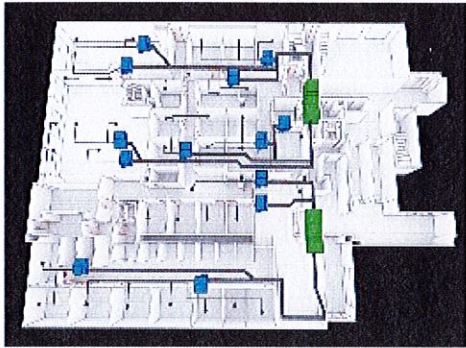
- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

Proposal Notes/ Clarifications

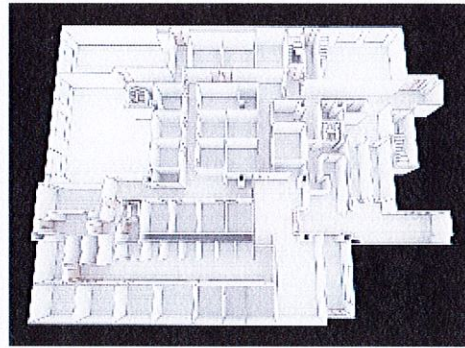
- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



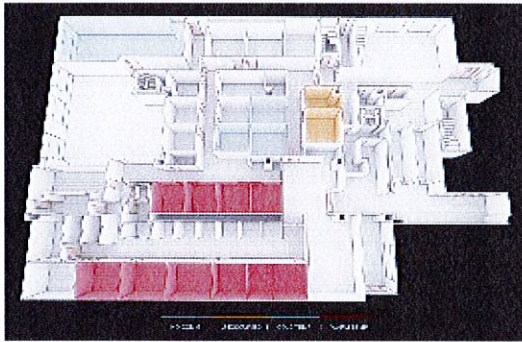
3D Floorplan Graphic with Ductwork:



3D Floorplan Graphic without Ductwork:



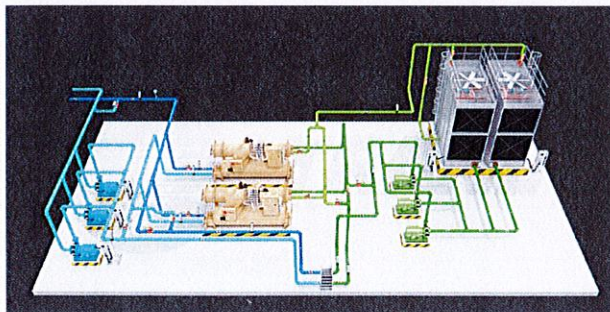
3D Floorplan Graphic with Thermal Background:



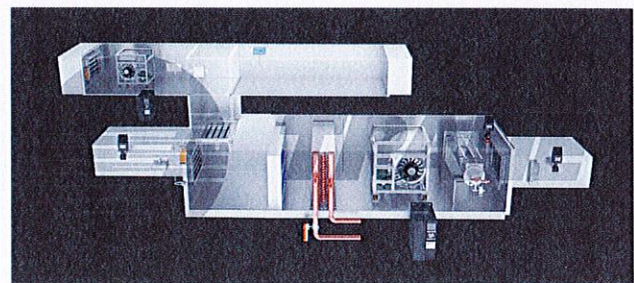
VAV Graphic:



3D Hydronic System:



Air Handler:





Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Prarieview School
103 E Belvidere Rd
Hainesville, IL 60030
United States

Price

Total Net Price.....\$384,635.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: November 20, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
5. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

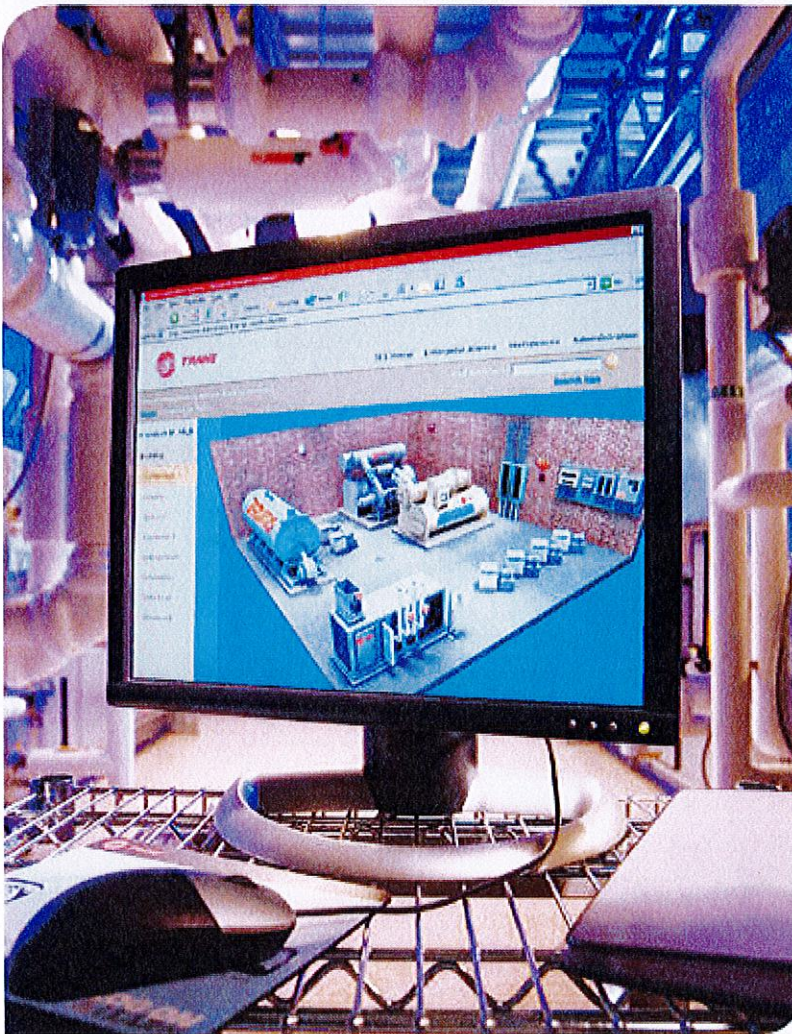
The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Woodview
340 N Alleghany Rd
Grayslake, IL 60030 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551

Office: (630) 734-6149

Proposal ID: 7131759

ISBE State Contract Quote #:

22-510CPOGS-B-25977

Date: November 20, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.

**Prepared For:**

Adam Halperin—Director of Operations and Maintenance

Date:

November 20, 2022

Job Name:

Grayslake CCSD 46 Woodview Controls Retrofit

Proposal Number:

7131759

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:

Net 30

Proposal Expiration Date:

30 Days

Scope of Work:

WOODVIEW SCHOOL

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Photorealistic Animated HVAC Equipment Graphics for each piece of equipment being controlled
- Owner Control System Operational Training (District wide)
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics
- Tree navigation
- Summary Screen Room # Temperatures
- Each wing of the school will be equipped with CO2 and Humidity sensing capabilities
 - A custom dashboard with graphics will also be supplied
- This site will be fully integrated into Trane's Hosted Ensemble Platform for single point control

One (1) Existing Chilled Water System

- Changeout existing JCI controller with new Trane UC600 controller
- Reconnect all existing end devices controlling existing chiller plant
- Would like to get BACnet to Chiller but may not be possible. (only S/S, Status today)
- Reprogram current sequence of operation into new controller

One (1) Existing Heating Hot Water System Controls for (2) Boilers Plus

- Changeout existing JCI controllers with new Trane BACnet controllers
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller

One (1) Existing Air Handling Unit (AHU, HW coil and CHW Small Unit)

- Changeout existing JCI controllers with new Trane UC600 controller
- Reuse existing JCI Panel enclosures, provide blank for panel face Controllers that we remove.
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Reprogram current sequence of operation into new controller



Three (3) Existing Unit Ventilators (UV – MicroTech Controls and Electric Actuators)

- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc
- Program current sequence of operation into new controller

Thirteen (13) Existing Unit Ventilators (UV – Pneumatic)

- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Provide new Hot Water Valve and Actuators to replace existing Pneumatics
- Program current sequence of operation into new controller

Ten (10) Existing Aldes Fresh Air units and Baseboard (Pneumatic) Plus VRF

- Remove existing pneumatic controls
- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Provide new Hot Water Valve and Actuators to replace existing Pneumatics
- Integrate to VRF like Avon School
- Program current sequence of operation into new controller

Two (2) Existing Aldes Fresh Air units Plus VRF

- Remove existing pneumatic controls
- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Provide Actuators to replace existing Pneumatics
- Integrate to VRF like Avon School
- Program current sequence of operation into new controller

One (1) Existing Unit Ventilators (UV – DDC JCI Teacher's Lounge)

- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Re-use all existing Actuators, Sensors, Valves, Relays, Wiring, Conduit, and end devices, etc.
- Program current sequence of operation into new controller

Ten (10) Existing Unit Cabinet Unit Heaters (CUH)

- Existing Stand-alone electric Thermostat, NO work by Trane under this contract.

Fifteen (15) Existing VRF only Rooms

- Field installed Space Temperature Sensor
- Integrate to VRF like Avon School
- Program current sequence of operation into new controller

Ten (10) Exhaust Fan(s) (EF)

- For EF's that are already on the BAS system only
- EF Start/Stop and Status (if already existing otherwise no status)
- BAS Time of Day Scheduling Control



Item 13 – Misc. Points on existing JCI system: (if not on existing system, not included)

- Outside lighting
- Glycol low level alarm (not on JCI but we need to add it, AI if possible)
- Tie in VFD's
- Snow melt alarm and points per JCI system
- Any existing additional JCI points
- JCI panels DDC controllers are everywhere and some do not have enclosure so must field verify new enclosures (approx. 5 new for school)
- (1) New Power Meter

Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Two (2) copies of the Tracer TU software tool are included
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training

Controls systems services not included

- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

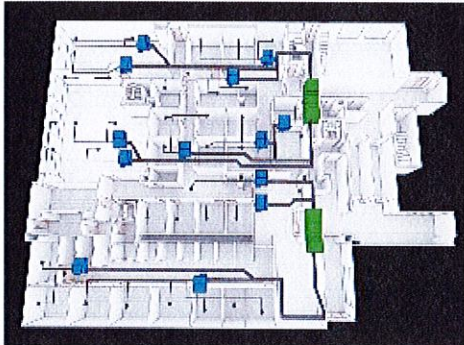


Proposal Notes/ Clarifications

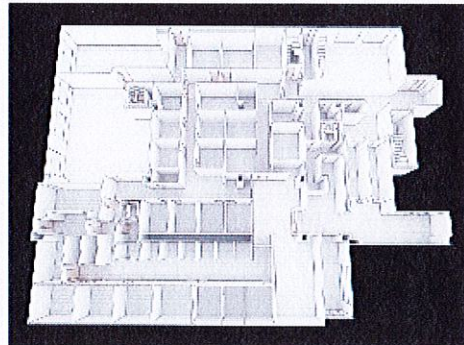
- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



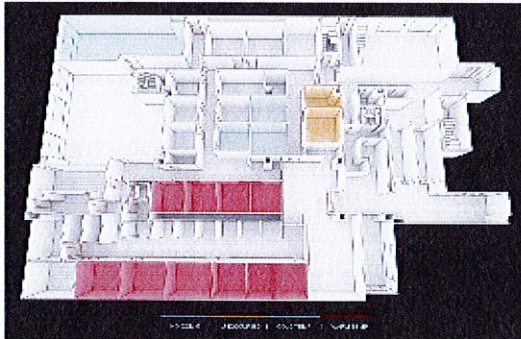
3D Floorplan Graphic with Ductwork:



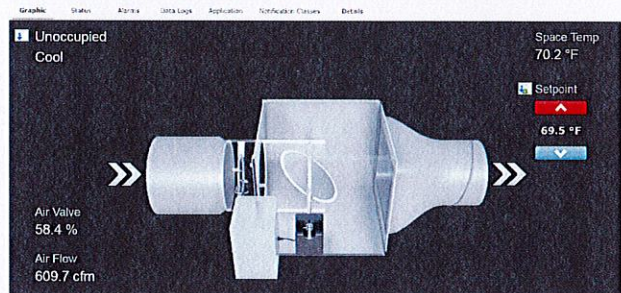
3D Floorplan Graphic without Ductwork:



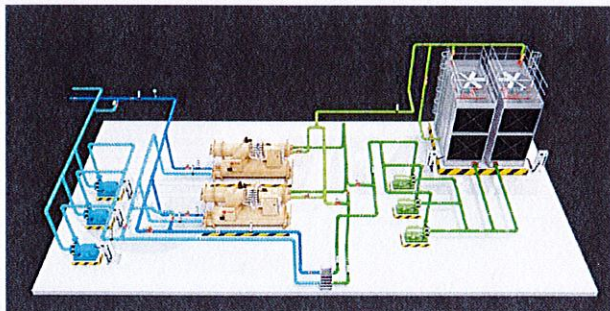
3D Floorplan Graphic with Thermal Background:



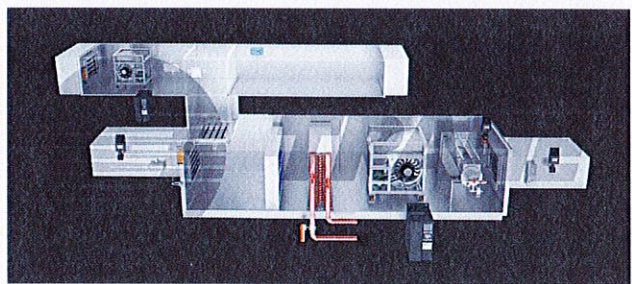
VAV Graphic:



3D Hydronic System:



Air Handler:





Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Woodview School
340 N Alleghany Road
Grayslake, IL 60030
United States

Price

Total Net Price.....\$315,067.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: November 20, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
5. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

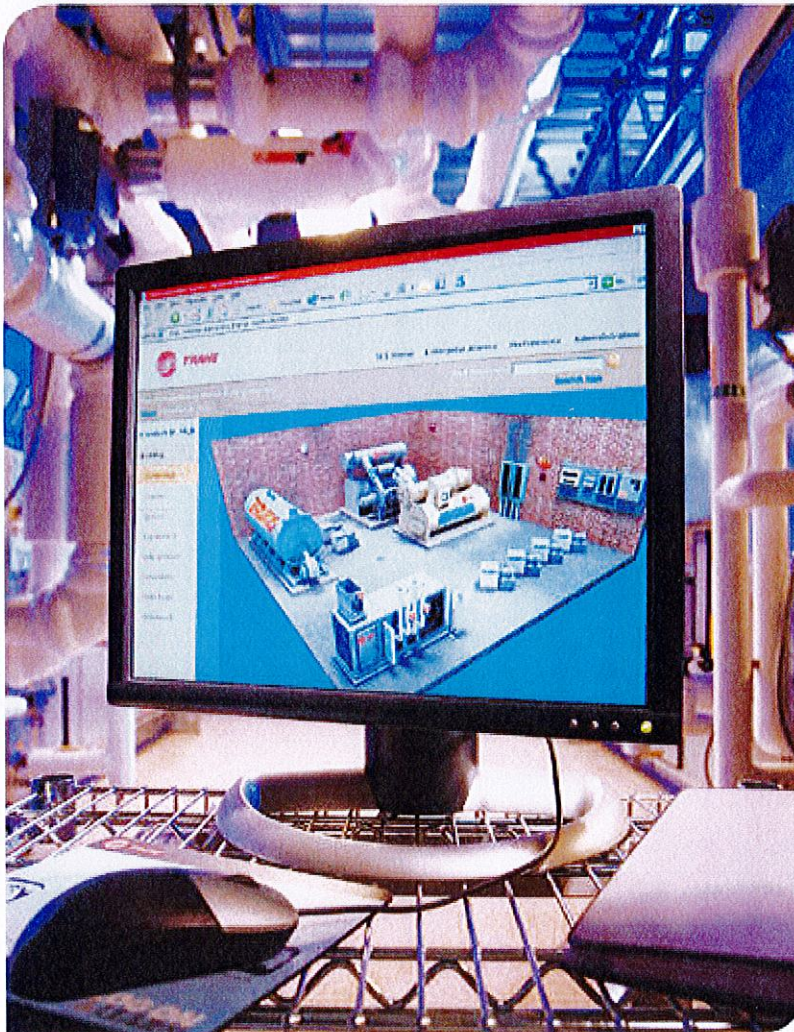
The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Trane Controls Proposal



Controls Proposal For:

Adam Halperin
Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60030

Site Information:

Grayslake CCSD46—Grayslake Middle School
440 North Barron Blvd
Grayslake, IL 60030 USA

Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551
Office: (630) 734-6149

Proposal ID: 3169768

ISBE State Contract Quote #:
22-510CPOGS-B-25977

Date: October 17, 2022



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help **Grayslake CCSD 46** reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from **Grayslake CCSD 46** to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits **Grayslake CCSD46** should expect from this project are highlighted below.

- Tracer SC+ and Tracer Enterprise Server (ES) provides a web-based front end for your facility that can be accessed with most PC's, Tablets and Smart Phones. Tracer ES eliminates the need for a dedicated computer and monitor so you can manage system performance whenever and wherever it is convenient.
- Tracer ES's building management software tool reduces scheduling, reporting and system application chores to simple "point and click" tasks. The intuitive online tools provide improved efficiencies, comfort and reduction in energy costs when incorporated with Trane's Intelligent Services and Maintenance Program included in this proposal.
- BACnet IP, ms/tp, Wireless BACnet and LonTalk capability for future expansion and replacement
- Energy saving opportunities with improved access to the building HVAC schedule
- Energy saving opportunities with Area Control and Unoccupied set point control
- Energy saving opportunities by utilizing Optimal Start/Stop scheduling
- Replacement of existing Obsolete/Vintage (~15 years old) Building Control Units with a new Tracer SC+ web-based BACnet control system.

Trane appreciates the opportunity to earn your business. This investment will provide **Grayslake CCSD 46** with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with **Grayslake CCSD 46** for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Adam Halperin—Director of Operations and Maintenance

Date:
October 17, 2022

Job Name:
Grayslake CCSD 46 GMS Controls Retrofit

Proposal Number:
3169768

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

Trane Tracer SC HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire Tracer SC BAS
- All BACnet controllers are BTL listed to ensure Open System compatibility
- Custom Programmed Sequences of Operation
- Photorealistic Animated HVAC Equipment Graphics
- Owner Control System Operational Training
- Floorplan Graphics with current Space Temperature values, approximate Equipment locations and links to individual 3D Equipment Graphics

One (1) Existing Heating Hot Water System

- Changeout existing JCI controller with new Trane UC600 controller
- BACnet communication and tie-in to BAS
- Reconnect all existing end devices controlling existing boiler plant
- Reprogram current sequence of operation into new controller

Five (5) Existing Air Handling Units (AHU's)

- Changeout existing JCI controller with new Trane UC600 controller
- BACnet communication and tie-in to BAS
- Reconnect all existing end devices controlling existing AHU's
- Reprogram current sequence of operation into new controller

Forty-Six (46) Existing Unit Ventilators (UV)

- Remove existing pneumatic controls
- New control valves
- Provide and install new Trane UC400 controller and required end devices
- Field installed Space Temperature Sensor
- Provide new Hot Water Valve to replace existing Pneumatic Valve (Field wired)
- BACnet communication and tie-in to BAS
- Program current sequence of operation into new controller

One (1) Existing Mitsubishi VRF System

- Integrate existing VRF system into new Trane BAS
- Upgrade the existing legacy controller

BACnet DDC Controls for Twenty-Five (25) Exhaust Fan(s) (EF)

- BACnet communication and tie-in to BAS
- EF Start/Stop and Status
- BAS Time of Day Scheduling Control



Controls systems services included

- One (1) year parts and labor warranty on all materials and workmanship
- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training –

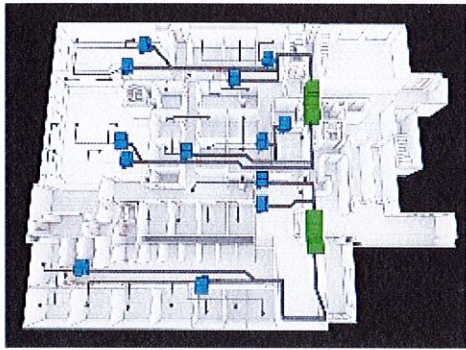
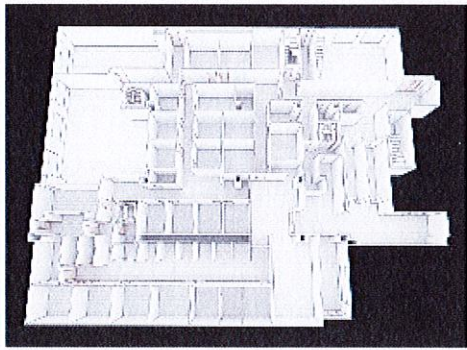
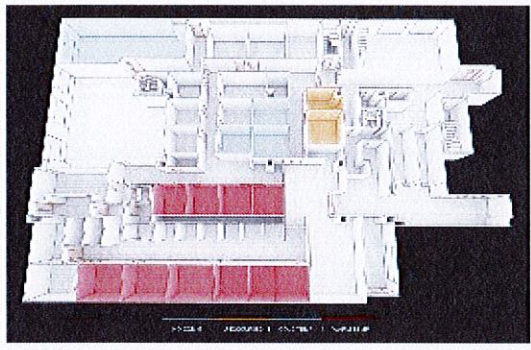
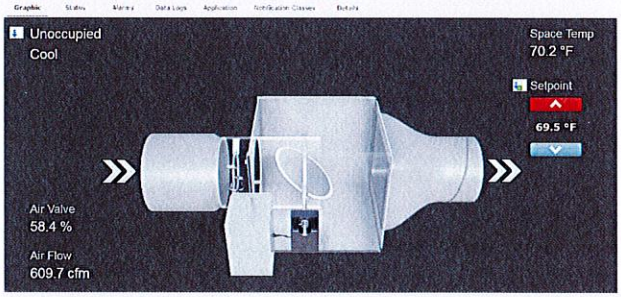
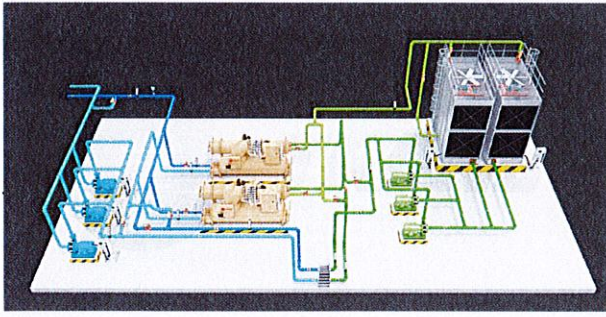
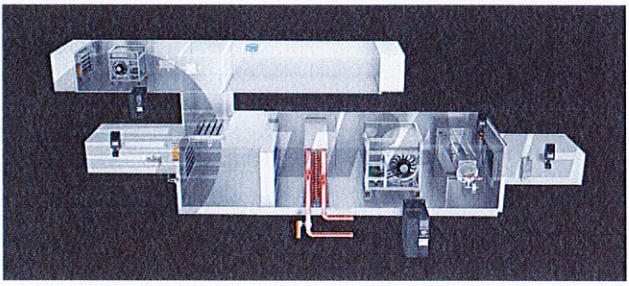
Controls systems services not included

- PC Workstation(s), Laptop Workstation(s), Tablet(s) (to be owner-provided)
- LEED Commissioning, unless specifically noted above
- Test & Balance
- Demolition of existing temperature controls, wiring and/or tubing, unless specifically noted above
- Line Voltage Wiring, 120VAC Power Wiring
- Motor Starters or Variable Frequency Drives (VFD's)
- Smoke Detectors, Smoke Dampers, Fire/Smoke Dampers, Associated Wiring
- Fire Alarm System Wiring, Fire Alarm Shutdown Interlocks
- Financial Responsibility for Liquidated Damages
- Permits, Fees, Bid Bond, Payment and Performance Bonds
- Premium Time Labor or Price Contingency Therefor
- Participation in OCIP or CCIP Insurance Programs
- MBE/WBE participation, unless specifically noted above
- Controls for any systems not listed above as included

Proposal Notes/ Clarifications

- One (1) Year **Parts and Labor Warranty** on all Materials and Workmanship
- Applicable Use Tax on Installed Material is Included
- Electrical Installation per local code requirements
- Project Management
- Engineered Control Submittals
- Project-specific written Sequence of Operation
- Control Valve and Control Damper Schedules (if applicable)
- Control System Programming and Graphics
- Electrical Wiring and Installation as described above
- Owner Control System Operational Training
- Trane BAS Operator Suite "App" for Apple and Android mobile devices
- Tracer TU Test & Balance Software
- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



<p><i>3D Floorplan Graphic with Ductwork:</i></p>	<p><i>3D Floorplan Graphic without Ductwork:</i></p>
	
<p><i>3D Floorplan Graphic with Thermal Background:</i></p>	<p><i>VAV Graphic:</i></p>
	 <p>Graphic Status Maps Data Lock Application Notifications Clashes Details</p> <p>Unoccupied Cool Space Temp 70.2 °F</p> <p>Setspoint 69.5 °F</p> <p>Air Valve 58.4 %</p> <p>Air Flow 609.7 cfm</p>
<p><i>3D Hydronic System:</i></p>	<p><i>Air Handler:</i></p>
	



Pricing and Acceptance

Grayslake Community Consolidated School District 46
565 Frederick Road
Grayslake, IL 60630 USA

Site Address:
Grayslake Middle School
440 North Barron Blvd
Grayslake, IL 60030
United States

Price

Total Net Price.....\$419,917.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry
Account Executive
Trane U.S. Inc.
(630) 734-6149



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: October 17, 2022
CUSTOMER ACCEPTANCE Grayslake CCSD 46	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.
4. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3-month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
5. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
6. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
10. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as



soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY



The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of



which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0821)
Supersedes 1-26.251-10(0720)



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

Mr. Chris Wolk, Ed. D, pHCLE
Director of Human Resources
wolk.chris@d46.org

To: Board of Education
From: Chris Wolk
Date: November 22, 2022
Memo: Memorandum of Understanding for LINK/MILE paperwork day

Background

Through regular discussions between the Administration and GFT, conversations were had regarding the increased amount of paperwork work that needs to be completed each trimester by our LINK and MILE Teachers. Through these discussions it was determined that one day each trimester of release time would be sufficient to complete the required paperwork.

For your background information, our LINK program is for students with emotional disturbances and behavioral problems. Our MILE program is for students who have some level of cognitive impairment, sensory issues, and speech/language deficits.

Administrative Considerations

After investigating this topic with several local school districts, we have found that this is a common practice amongst the classrooms that house the self-contained special education programs. With this information we feel comfortable with this becoming our new practice.

District Goal

Teaching, Learning, and Assessment Goal 1: Review and update teaching, learning, and assessment practices and materials through an equity lens to create culturally responsive learning environments.

Board Policy Reference

NA

Recommendation

It is recommended that the board approve this Memorandum of Understanding.

BOARD RECOMMENDATION

BE IT RESOLVED: The Board of Education approves the Memorandum of Understanding with the GFT regarding release time of one day per trimester for LINK and MILE teachers only.

MEMORANDUM OF UNDERSTANDING

The following agreement is made between the Community Consolidated School District 46 (Board) and the Grayslake Federation of Teachers, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO (Union). The two parties agree that beginning in the second trimester of the 2022-2023 school year, all MILE and LINK teachers shall have one day per trimester to complete required paperwork. This day shall be arranged in coordination with their supervisor. This MOU will go into effect beginning on November 9, 2022.

Board of Education

Federation of Teachers

President

President

Date

Date



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Unfinished Business



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

To: Board of Education
Dr. Lynn Glickman, Superintendent
From: Chris Wildman, Assistant Superintendent of Finance / CSBO
Date: November 30, 2022
Memo: Engaging a Consultant for Referendum Planning

Background

At the September 7, 2022 Finance Committee meeting, Michael Eichhorn, Associate from Wold, gave an update on the recommended next steps in our Long Range Facilities Plan (LRFP). At the October 12, 2022 Regular Board meeting, the Board of Education approved a Utilization and Capacity Study, to assist the Board and administration in assessing the current classroom utilization and capacity of our buildings, as well as an Educational Alignment Report to assess the educational adequacy of our classrooms.

At the September 7, 2022 Finance Committee meeting, Elizabeth Hennessey, Managing Director from Raymond James, gave a Financing Update where she discussed types of Referenda available to the district that would coincide with the district retiring current debt service payments from the tax levy in 2025. This is an opportunity for the District to approach the taxpayers with a no tax increase or tax decrease proposition for additional operating revenue, debt issue or both.

The Evidence-Based Funding for Student Success Act became law on August 31, 2017. Evidence Based Funding (EBF) takes the necessary steps toward ensuring all schools have the resources they need to provide a safe, rigorous, and well-rounded learning environment for all students. EBF demonstrates new mindsets for understanding the relationship between equity, adequacy, and student outcomes. CCSD 46 according to the 2022 IL Report Card is a Tier 1 EBF district with 65% Adequacy funding. At the November 16, 2022 Finance Committee meeting, the administration presented the district's updated 5 Year Projections, graphically illustrating the district's structural deficit.

Administrative Considerations

The administration modeled three limiting rate referendum scenarios in addition to the 'baseline scenario' where no referendum question was asked of the community. The baseline scenario showed that the CCSD 46 would not be in compliance with Board Policy 4:60 in FY 2025-26, our 25%-30% Fund Balance policy. To assist the Board of Education as a next step, the administration is seeking permission to engage with a professional firm to assist with public engagement around a referendum. The administration has contacted two firms which specialize in this service; Beyond Your

Base (BYB), and Jasculca Terman and will obtain information from both including scope of services and total costs.

District Goal

This action is responsive to: District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision-making to district goals.

Board Policy

4:20 Fund Balances

4:60 Purchases and Contracts

Recommendation

N/A

BOARD RECOMMENDATION

N/A



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

New Business



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

To: Board of Education
Dr. Lynn Glickman, Superintendent
From: Chris Wildman, Assistant Superintendent of Finance / CSBO
Date: November 30, 2022
Memo: Arbor-Emergency Contract Amendment Request SY 2022-23

Background

Arbor Management, Inc., Itasca, IL, is the District food service provider. Contracts for student nutrition services fall under the guidance of the National School Lunch Program (NSLP) managed by the USDA. Under the rules of the NSLP, the District previously entered into a five-year contract; the contract is further divided into one-year increments that are renewed annually. CCSD 46's existing 5 year food service management company contract to provide school meals expired on June 30, 2022.

Federal regulation 2 CFR 200.320(c) states that a School Food Authority (SFA) may in a declared emergency conduct emergency purchases to continue uninterrupted food service using noncompetitive procurement methods. The Illinois State Board of Education Nutrition Department (ISBE) received and approved CCSD 46's emergency contract extension request for school year 2022-2023 with the understanding that a new formal competitive procurement is required for school year 2023–2024. School year 2022-2023 is the sixth year of the contract.

Administrative Considerations

The administration has received the following request from Arbor Management, Inc:

Arbor Management is requesting an emergency contract amendment for the remaining of the 2022-23 school year with consideration of the rapid inflation of food prices per the latest attached ISBE guidance.

In August of 2022, the USDA implemented a supplemental increase in all NSLP meal reimbursement rates. Breakfast reimbursement to the district increased by an additional \$0.15 per breakfast. Lunch reimbursement to the district increased by an additional \$0.40 per lunch. The reasoning for the supplemental increase was to help offset the spiraling food cost situation and to help schools address the supply chain issue for foodservice purchases.

In September, ISBE sent out guidance to the SFA's for an Emergency Contract Amendment for School year 2022-2023 specifically for Food Management Services/Vended Meals Services. This guidance allows for an option of a negotiated

Empowering Learners | Creating Equity | Cultivating Community

CCSD 46 provides opportunities that expand learning beyond our walls so that all learners grow locally, connect globally, and excel universally.

adjusted rate that incorporates an additional amount for food cost as well the negotiated rate must include the current monthly ILMW supplemental bill backs along with any other current bill backs the district may have which includes the additional labor for the approved higher pay rates.

The requested rates are .15 more BF and .40 more LN to assist with food cost. The additional amount on the lunch rate is covering any ILMW or higher approved pay rates that you normally would get billed for separately.

As you are aware, your school district receives Planned Assistance Level money that is used to purchase commodities. Arbor utilizes these commodities in the meal services and credits the district monthly for everything used. This point is important because in August 2022 the USDA increased pricing on 85% of the items that are used in school lunch.

Every single school meal component has had double digit increases in just the past couple of months. The effect of these increases has placed an undue burden on the cost of providing meals to your district.

We value the relationship between Arbor and Community Consolidated School District 46 and our goal is to be able to continue to serve the students and staff high quality, nutritious meals. Your consideration is sincerely appreciated, please feel free to reach out if you would like to discuss further.

Following this request, the administration met with the executive leadership of Arbor Management, Inc, including CEO Jack Bortko and COO, Kathy Tentler. They showed their YTD financials, which show a loss for the school year across all their contracts. They also put together a food price increase memo (attached) illustrating the challenges they are facing as a company, including excessive increases in food costs that they are burdened with and that they are fighting for their 'survival.'

The annual cost of the amendment to CCSD 46 is \$61,135. The administration agrees that we have seen an increase in our reimbursement this year from the USDA, which were highlighted in their request to us (\$0.15 for breakfast and \$0.40 for lunch.)

This amendment is independent of the action we took recently to allow a non-competitive annual contract award for the SY 23-24. The administration recommendation is to put this as a discussion item for November 30th, 2022 Regular Board Meeting.

District Goal

This action is responsive to: District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision-making to district goals.

Board Policy

4:60 Purchases and Contracts

Recommendation

N/A

BOARD RECOMMENDATION

N/A

**Emergency Contract Amendment for School Year 2022-2023
Food Management Services/Vended Meals Services
Nonprofit Food Service Program**

This document contains the fixed price per meal rates and fees for the contract of food service management company services for nonprofit food service programs for the period beginning November 1, 2022 and shall not exceed June 30, 2023. Upon acceptance, this document shall constitute a contract amendment between the Food Service Management Company (FSMC)/Vended Meals Company (Vendor) and the School Food Authority (SFA).

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract. Adjusted rate must be based on a required detailed financial/cost analysis to support how the rate was determined. The SFA is required to maintain on file the detailed financial/cost analysis and have available upon request for auditing purposes.

PER MEAL PRICES MUST BE A FIXED PRICE PER MEAL RATE AND
CALCULATED AS IF NO USDA COMMODITIES WILL BE RECEIVED

School Nutrition Programs (SNP)

	Current Rate	Adjusted Rate
1. Reimbursable Breakfasts with Milk	1. <u>1.7180</u>	1. <u>1.8680</u>
2. Reimbursable Breakfasts without Milk	2. _____	2. _____
3. Reimbursable Lunches ⁽¹⁾ with Milk	3. <u>3.1755</u>	3. <u>3.9354</u>
4. Reimbursable Lunches ⁽¹⁾ without Milk	4. _____	4. _____
5. A la Carte Equivalents Fee ⁽¹⁾	5. <u>3.1755</u>	5. <u>3.9354</u>
6. Reimbursable After-School Snack	6. _____	6. _____

Child and Adult Food Care Programs (CACFP)

7. Reimbursable Supper with Milk	7. _____	7. _____
8. Reimbursable Supper without Milk	8. _____	8. _____
9. Reimbursable AM/PM Snack	9. _____	9. _____

Summer Food Service Program (SFSP)

10. Reimbursable Breakfasts with Milk	10. <u>1.7180</u>	10. <u>1.8680</u>
11. Reimbursable Breakfasts without Milk	11. _____	11. _____
12. Reimbursable Lunches ⁽¹⁾ with Milk	12. _____	12. _____
13. Reimbursable Lunches ⁽¹⁾ without Milk	13. _____	13. _____

⁽¹⁾ Reimbursable Lunch and A la Carte Equivalents Fee Rates must be the same. (A la carte equivalency factor for this contract term is 4.1875 and applies to all a la carte sales in the CNP)

Arbor Management, Inc.

Food Service Management Company (FSMC)/ Vended Meals Company (Vendor)

917 W Hawthorn Drive	Itasca, Illinois	60143
Street Address	City/State	ZIP Code

By submission of this Emergency Contract Amendment, the FSMC certifies that they shall operate in accordance with all applicable Child Nutrition Program rules and regulations outlined in, but not limited to, 2 CFR 200, 7 CFR 210, 7 CFR 225, 7 CFR 226, and 7 CFR 250.

DocuSigned by: <i>Kathy Tentler</i> 4B3E547A412149A..	Vice President of Operations	10/26/2022
_____	_____	_____
Authorized Signature of FSMC	Title	Date

Acceptance of Noncompetitive Procurement Contract

Community Consolidated School District 46
School Food Authority (SFA)

34-049-0460-04
Agreement Number (RCDT Code)

SFA Authorized Representative Signature

Title

Date

* The Authorized Representative is the individual who is the highest-ranking official that is legally and financially responsible for all areas of the school district or organization. For public schools this would be the District Superintendent.

**Emergency Contract Amendment for School Year 2022-2023
Food Management Services/Vended Meals Services
Nonprofit Food Service Program**

The Emergency Contract Amendment Certification Statement for School Year 2022-2023 must be completed and signed by the School Food Authority's (SFA's) authorized representative.

School Food Authority Information

Agreement Number (RCDT Code) 34-049-0460-04
School Food Authority Name Community Consolidated School District 46

Certification Statement

Under the provisions of the U.S. Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed **Emergency Contract Amendment Form for School Year 2022-2023** is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As the authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the U.S. Department of Agriculture regarding Child Nutrition Programs.

I understand that contract modifications, including this amendment, require a cost or price analysis in connection with every procurement action as found in 2 CFR 200.323(a). As the authorized representative for the school food authority noted above, I will ensure that a cost or price analysis will be conducted, is in compliance with the rules and regulations of the Illinois State Board of Education and the U.S. Department of Agriculture regarding Child Nutrition Programs and maintained on file and available upon request.

I understand revisions cannot be made to the executed Emergency Contract Amendment without first submitting proposed revisions to the Illinois State Board of Education Nutrition Department for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education Nutrition Department is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

SFA Authorized Representative Signature Title E-mail Date

Please submit signed copies of the following documents via email. All original documents should be retained in the SFA's files.

- Emergency Contract Amendment (Pages 1 and 2)
- Emergency Contract Amendment Certification Statement (Page 3)

Email to: nutritionprocurement@isbe.net

Arbor Management – Food & Commodity Price Increase, September 2022

Fluid Dairy – Arbor uses 5 different dairy distributors throughout Illinois and Southern Wisconsin to deliver fresh milk to its accounts. The average increase from July to September 2022 was:

1% White Half Pints +16.2%	1% Choc Half Pints +17.5%
Skim White Half Pints +20.0%	Skim Choc Half Pints +17.8%

Fresh Bread – Arbor utilizes 1 Fresh Bread distributor for Illinois and Southern Wisconsin accounts. There have been two price increases in 2022 to date.

January 2022 + 5.0%	August 2022 +15.0%
---------------------	--------------------

USDA Commodities – All USDA “Brown Box” commodities were re-priced in August of 2022. The alphabetical listing of products that increased in price is attached. Arbor is required to utilize 85% of the districts Planned Assistance Level (PAL) dollars annually which includes the use of these products in the meals. ISBE mandates a monthly credit to the district from Arbor. Here is an overview of percentage increases for some items used in school meals:

Applesauce Cups +76.8%	Green Beans +29.7%
Shredded Cheddar Cheese +34.1%	Mozzarella String Cheese +70.4%
Diced Chicken +66.6%	Orange Juice Cups +105.0%

NOI Commodities – All diverted commodities that are further processed into meal parts (ie, mozzarella cheese is sent to Schwans to be made into pizza) had substantial increases for the 2022-2023 School Year (SY23). Arbor is required to utilize 85% of the districts Planned Assistance Level (PAL) dollars annually which includes the use of these products in the meals. ISBE mandates a monthly credit to the district from Arbor.

- Beef – used for hamburgers and taco meat +22.0-24.0%
- Chicken – used for patties and nuggets +14.0-16.0%
- Cheese – used for pizza products +15.0-18.0%
- Tomato Paste – used for ketchup +30.0%

Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, August 2022 Table 2— This illustrates a truer cost increase than the overall CPI

Expenditure category	Unadjusted percent change		Seasonally adjusted percent change		
	Aug 2021-Aug 2022	Jul 2022-Aug 2022	May 2022-Jun. 2022	Jun 2022-Jul. 2022	Jul. 2022-Aug. 2022
Food away from home	8.0	0.9	0.9	0.7	0.9
Full-service meals and snacks	9.0	0.8	0.8	0.6	0.8
Limited-service meals and snacks	7.2	0.7	0.7	0.8	0.7
Food at employee sites and schools	23.7	19.3	24.2	0.9	19.3

This table, taken out of the August 2022 CPI release, shows specifically the increase in food costs for school food (Child Nutrition or CN labelled) for Year to Year and Month to Month.

COMMODITY DESCRIPTION	USDA CODE	UNIT	Case Value Before Aug	New Case value	% Increase
APPLESAUCE CUPS, UNSWT	110361	96/ 4.5 OZ CUPS	23.47	41.49	76.8%
APPLESAUCE, CANNED, UNSWT	110541	6/ #10 CANS	23.95	37.82	57.9%
BEANS, BLACK (TURTLE), LOW SOD	100359	6/ #10 CANS	17.33	25.66	48.1%
BEANS, GARBANZO, LOW SOD, CND	100360	6/ #10 CANS	17.09	24.62	44.1%
BEANS, GREEN, CND, LOW SODIUM	100307	6/ #10 CANS	19.98	23.45	17.4%
BEANS, GREEN, FRZ, NO SALT	100351	30# CASE	18.16	23.56	29.7%
BEANS, PINTO, LOW SODIUM, CND	100365	6/ #10 CANS	17.62	25.51	44.8%
BEANS, REFRIED, CND, LOW SODIUM	100362	6/ #10 CANS	30.63	33.98	10.9%
BEANS, SMALL RED, CND, LOW SODIUM	100366	6/ #10 CANS	19.54	26.60	36.1%
BEANS, VEGETARIAN, CND, LOW SODIUM	100364	6/ #10 CANS	17.89	25.75	43.9%
BEEF CRUMBLE, COOKED W/SPP	100134	4/ 10# PKGS	142.12	143.88	1.2%
BEEF PATTIES LEAN RAW, FRZ	100163	40# CARTON	154.87	155.54	0.4%
BEEF PATTY W/SPP COOKED HMST	110322	40# CARTON	162.16	185.91	14.6%
BROCCOLI, NO SALT, FRZ	110473	30# CASE	48.11	50.09	4.1%
CARROTS, CND, LOW SODIUM	100309	6/ #10 CANS	23.87	28.72	20.3%
CARROTS, FRZ, SLICED, NO SALT	100352	30# CASE	16.23	21.36	31.6%
CEREAL, OAT CIRCLES, BOWLS	111100	6# CASE	17.39	18.92	8.8%
CHEESE, BLND, AM/SKIM YELLOW	100036	6/ 5# BLOCKS	47.27	64.62	36.7%
CHEESE, CHEDDAR, R/F, SHRED	100012	6/ 5# BAGS	52.13	69.89	34.1%
CHEESE, MOZZ LT SHRED FRZ	100034	30# BOX	55.11	73.99	34.3%
CHEESE, MOZZ, STRING, STICKS	110396	360/1 OZ STICKS	53.54	91.24	70.4%
CHICKEN FAJITA STRIPS	100117	30# CARTON	78.92	106.46	34.9%
CHICKEN, CUT-UP, RAW, FRZ	111361	40# CASE	48.75	52.72	8.1%
CHICKEN, DICED, COOKED, FRZ	100101	40# CARTON	89.65	149.35	66.6%
CHICKEN, FILLET, UNBREADED, FRZ	110921	30# CASE	94.26	149.91	59.0%
CHICKEN, OVEN ROASTED	110080	30# CARTON	72.83	84.35	15.8%
CORN, CND, NO SALT	100313	6/ 10# CANS	21.15	28.91	36.7%
CORN, WHOLE KERNEL, FRZ	100348	30# CARTON	17.66	21.68	22.8%
CRANBERRIES, DRIED	110723	300/ 1.16 OZ PKGS	61.63	72.52	17.7%
EGG, PATTY, COOKED ROUND, FRZ	110931	25# CASE	45.08	85.49	89.6%
EGGS, WHOLE, FROZEN	100046	6/ 5# CASE	25.50	71.50	180.4%
HAM, COOKED, SLICED, FRZ	100187	8/ 5# PKGS	99.92	101.56	1.6%
MACARONI, WHOLE GRAIN BLEND	110501	20# CARTON	13.55	16.68	15.7%
MIXED FRUIT, CANNED	100212	6/ #10 CANS	30.42	35.02	15.1%
MIXED VEGETABLES, FRZ	111230	6/ 5# BAGS	21.85	28.07	28.5%
OIL, VEGETABLE	100439	6/ 1 GALLON	38.91	55.74	43.3%
ORANGE JUICE, CUPS, FRZ	110651	96/ 4 OZ CUPS	12.91	26.46	105.0%
PANCAKES, WHOLE GRAIN, FRZ	110393	12# CARTON	11.87	12.80	7.8%
PEACH CUPS, DICED, FRZ	100241	96/ 4.4 OZ CUPS	35.25	38.74	9.9%
PEACHES, CLING, DICED, CND	100220	6/ #10 CANS	32.16	36.09	12.2%
PEACHES, CLING, SLICED, CND	100219	6/ #10 CANS	30.58	33.97	11.1%
PEACHES, FREESTONE, SLC, FRZ	100239	20# CARTON	24.62	27.00	9.7%
PEANUT BUTTER, SMOOTH	100396	6/ 5# CANS	37.34	37.66	0.9%
PEARS, DICED, CANNED	100225	6/ #10 CANS	31.42	35.00	11.4%
PEARS, SLICED, CANNED	100224	6/ #10 CANS	29.31	35.00	19.4%
PEAS, CANNED, LOW SODIUM	100315	6/ #10 CANS	24.70	32.37	31.1%
PEAS, FROZEN	100350	30# CARTON	22.55	27.66	22.7%
POLLOCK STICKS, BRD, FRZ	110851	40# CASE	105.88	145.92	37.8%
RICE, BROWN, LONG GR, PARBOILED	101031	25# BAG	10.53	11.22	6.6%
ROTINI, WHOLE GRAIN BLEND	110504	20# CARTON	13.42	17.69	31.8%
SALSA, POUCH, LOW SODIUM	110186	6/ 106 OZ POUCHES	25.90	36.89	38.6%
SPAGHETTI SAUCE, MEATLESS	110177	6/ 106 OZ POUCHES	22.86	30.25	32.3%
SUNFLOWER SEED BUTTER	100935	6/ 5# CANS	69.24	91.77	32.5%
TOMATO SAUCE POUCH	110187	6/ 106 OZ POUCHES	22.93	30.25	31.9%
TOMATOES, DICED, CND	100329	6/ #10 CANS	16.23	24.61	51.6%
TORTILLA, WHOLE GRAIN, FRZ	110394	288 1.5 OZ TORT	25.42	30.50	20.0%
TURKEY BREAST, DELI, SLICED, FRZ	110554	8/ 5# PKGS	140.88	188.48	33.8%
TURKEY BREAST, DELI, SMK, FRZ	100122	40# CASE	115.00	128.80	12.0%
TURKEY HAMS, FRZ	100126	4/ 10# HAMS	116.70	131.07	12.3%
TURKEY ROAST, FRZ	100125	4/ 12# ROASTS	120.33	168.72	38.6%
TURKEY TACO FILLING	100119	30# CASE	62.06	99.20	59.8%
TURKEY, SMOKED HAM, SLICED	110911	8/ 5# PKGS	126.50	146.34	15.7%



565 Frederick Road, Grayslake, IL 60030

To: Board of Education
Dr. Lynn Glickman, Superintendent
From: Chris Wildman, Assistant Superintendent of Finance / CSBO
Date: November 30, 2022
Memo: Student Fees Discussion

Background

Per Board policy, the District is authorized to collect student fees for the use of textbooks, consumable materials, extracurricular activities, technology and other student fees. Each year, in advance of registration, the Board of Education is to approve the fee structure for the upcoming school year. The Student Fees, Early Childhood Tuition and Facility Rental Fees for School Year 2023-2024 will be discussed at the December 14, 2022 Board Meeting, and be approved at the January 18, 2023 Board Meeting.

During the Student Fees discussions for this school year, the Board of Education expressed an interest in exploring a revised fee structure for extracurricular activities. The focus of the discussion this evening will be on what fee structures the Board of Education would like administration to explore. Administration will also be prepared to share information about fee structures that are in place in some other school districts. All of this information will support a second discussion at the December Board meeting.

Administrative Considerations

The most recent fee increase occurred four years ago for the 2019-2020 school year where the Board of Education approved an increase in fees for Kindergarten students of \$20 and an increase in fees for grades 3 through 8 related to the one-to-one device deployment of \$50. The District has a practice of offering an "early bird" discount of \$25 for those who pay the fees early. Students who withdraw before January 1st are eligible for a 50% refund of fees. The recommendation for the 2022-2023 school year was that they remain the same as they were in 2021-2022.

In addition to educational programming, the district offers students the opportunity to participate in extracurricular and interscholastic activities. These vary by activity. The recommendation for the 2022-2023 school year was that they remain the same as they were in 2021-2022.

It has been the District's practice to charge monthly tuition for the four day per week Tuition Based Preschool program, with student transportation services on a space available basis. Tuition covers the cost of enrollment in the Early Childhood Center's

Tuition Based Preschool Program. The recommendation for the 2022-2023 school year was that they remain the same as they were in 2021-2022.

District Goal

This action is responsive to: District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision-making to district goals.

Board Policy

4:140 Waiver of Student Fees

Recommendation

N/A

BOARD RECOMMENDATION

N/A



Community Consolidated School District 46

565 Frederick Road, Grayslake, IL 60030

To: Board of Education
Dr. Lynn Glickman, Superintendent
From: Chris Wildman, Assistant Superintendent of Finance / CSBO
Date: November 30, 2022
Memo: Dashboard Options

Background

The following Goals were developed as part the Strategic Planning Process:

Finance: Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision making to district goals.

Communication: Review, expand, and clarify communication methods to provide consistency and transparency with stakeholders and establish a CCSD 46 brand that supports the Mission, Vision, and Values of the district.

Administrative Considerations

In this discussion, the administration will review FY22-23 action steps that were responsive to these goals regarding launching a dashboard with key metrics. Specifically, the administration will develop a Financial Transparency Portal with a dashboard, integrated with the new website displaying benchmarks, key performance indicators (KPI) and financial information. In this discussion, the administration will ask the Board of Education for direction regarding metrics to be displayed.

District Goal

This action is responsive to: District Goal #3- Finance:

Review, expand, and clarify financial practices to increase transparency and communication, with a focus on aligning financial decision-making to district goals.

Board Policy

4:60 Purchases and Contracts

Recommendation

N/A

BOARD RECOMMENDATION

N/A



**Community Consolidated
School District 46**

565 Frederick Road, Grayslake, IL 60030

Closed Session