



Ethics Commission Agenda

Township High School District 214 Board of Education
Monday, November 6, 2023, 7:00 PM
Forest View Educational Center
2121 South Goebbert Road
Arlington Heights, IL 60005

1. **Call to Order**

1.1. Roll Call

2. **Pledge of Allegiance**

3. **Approval of minutes**

4. **Public Comments**

Members of the public, especially residents of District 214, are welcome to contribute during public comments. To do so, you must sign up before the start of the meeting.

5. **Review of Case by Investigator**

6. **Closed Session**

6.1. Motion to go into closed session for the purpose of:

- consideration of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, including hearing testimony on a complaint lodged against an employee pursuant to ILCS 5/120/2 (c)(1)
- considering evidence or testimony presented in an open session or in a closed session hearing, where specifically authorized by law, to a quasi-adjudicative body pursuant to 5 ILCS 120/2 (c)(4)

6.2. Motion to adjourn closed session

7. **Roll Call Action Item**

7.1. Approval of Ethics Commission determination and recommendations

8. **Adjournment**



ETHICS COMMISSION MINUTES

Township High School District 214
Tuesday, October 3, 2023, 9:00 am
Forest View Educational Center, C-102
2121 South Goebbert Road
Arlington Heights, IL 60005

1. Call to Order

1.1. Superintendent Scott Rowe called the meeting to order at 9:00 am

2. Pledge of Allegiance

3. Superintendent Introduction

3.1. Commission Procedures

Superintendent Rowe reported that in accordance with Board Policy 2:105 "Ethics and Gift Ban", once a formal complaint is received, the Board President and Superintendent shall seek guidance from legal counsel. In accordance with legal recommendation, an ethics commission shall be formed with three impartial members and an investigator appointed to the case. The three members confirmed they have no connection to the persons named in the complaint.

The first step is to appoint members to the commission. A chairperson will be elected to facilitate motions for action and a secretary appointed. The commission will select a hearing officer to investigate the formal complaint.

The next step is for the hearing officer to conduct their investigation, within 30 days, and deliver the report with their findings to the commission.

The Superintendent and the commission will review the report in closed session and recommend any action resulting from the report.

4. Election/ Appointment of Officers

4.1. Election of Commission Chairperson

Motion by Lori Martin with second Manal Omar by to elect RJ Gomez chairperson

Aye: Martin, Omar, Gomez

4.2. Appointment of Commission Secretary

Motion by RJ Gomez with second by Manal Omar to appoint Linda Keyes secretary

Aye: Martin, Omar, Gomez

5. Formal Complaint Review

Superintendent Rowe reviewed the complaint.

A trip was made in April 2023 by two District 214 employees to visit the Trane Factory in Kentucky. All expenses were paid by the District 214 vendor Trane. The itinerary included a visit to the Bullit Distillery and the Keeneland Race Track. The complaint alleges the trip was against the Ethics and Gift Ban Policy.

6. Appointment of External Investigator

Motion by with second by to appoint Kevin Gordon, legal counsel from Kriha Boucek, as the external investigator 30 days to complete the investigation.

Aye: Martin, Omar, Gomez

7. Setting the next meeting date and time

The commission agreed to set the next meeting for November 6, 2023 at 7:00 pm

8. Public Comments

Amy Osterman, community member, reported that the investigation should include the solicitation of vendors for donations, also against policy and the FOIA request denial as requested in her formal complaint.

9. Adjournment

Motion by RJ Gomez with second by Lori Martin

Aye: Martin, Omar, Gomez

Meeting adjourned at 9:09 am

Linda Keyes, Secretary

**TOWNSHIP HIGH SCHOOL DISTRICT NO. 214
ETHICS COMMISSION**

**COMPLAINT INVESTIGATION REPORT
BOARD POLICY 2:105**

**Kevin B. Gordon
Kriha Boucek, LLC
2 TransAm Plaza Drive, Suite 450
Oakbrook Terrace, Illinois 60181**

I. INTRODUCTION

The undersigned was appointed by the Township High School District 214 Ethics Commission to investigate a complaint filed by a community member pursuant to Board Policy 2:105 (Ethics and Gift Ban) against a current employee and a former employee. This report details the information collected during that investigation.

This investigator did not have any authority to compel non-school district employee witnesses to sit for interviews and had to rely on the voluntary cooperation from such witnesses.

II. COMPLAINT ALLEGATIONS

On September 15, 2023, the School District received the following complaint, dated September 14, 2023:

The following email shall serve as an official complaint filed in accordance with board policy 2:260 regarding 2:105 Ethics and Gift Ban.

On April 6-7 the former Director of Operations, Jerry Cook, as well as district employee Linas Paul accepted and attended a 2 day all-expense paid trip by Trane to Louisville, Kentucky. Two days before the scheduled departure Jerry Cook signed a \$2.8 million dollar contract with Trane. The agenda which was originally withheld in an initial FOIA attempt was revealed [sic] in a subsequent FOIA buried in 3600 plus pages. The agenda identifies a mere two hours for Trane plant tour including lunch. The vast majority of the trip is bourbon tasting, tour and dinner at a distillery and gambling in a skybox at a racetrack.

I also discovered a second Ethics and Gift ban violation when on Tuesday, April 11, 2023, Jerry Cook sent an email to schasse@greenassociates.com and to [ltritsch@pepperconstruction](mailto:ltritsch@pepperconstruction.com) [sic] directly soliciting \$1500 from each company to go towards a BBQ event for staff in the administration building. Both companies are contracted vendors for 214 according to FOIA discoveries.

III. BOARD POLICY 2:105

The relevant provisions of Board Policy 2:105 state as follows:

Limitations on Receiving Gifts

Except as permitted by this policy, no Board member or employee, and no spouse of or immediate family member living with a Board member or employee shall intentionally solicit or accept any "gift" from any "prohibited source," as those terms are defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.

The following are exceptions to the ban on accepting gifts from a prohibited source:

* * *

5. Travel expenses for a meeting to discuss business.

* * *

8. Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

* * *

12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the listed exceptions is mutually exclusive and independent of every other.

* * *

Enforcement

* * *

Written complaints alleging a violation of this policy shall be filed with the Superintendent or Board President. As soon as possible after a complaint is filed,

the Superintendent shall appoint a 3-member Ethics Commission. . . Commission members may be any District resident, except that no person shall be appointed who is related, either by blood or marriage, up to the degree of first cousin, to the person who is the subject of the complaint. If the Commission finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or recommend disciplinary action for the employee.

Definitions

Unless otherwise stated, all terms used in this policy have the definitions given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

* * *

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Board member, or (b) an employee, or by the Board member or another employee directing that employee;
2. Does business or seeks to do business with: (a) a Board member, or (b) an employee, or with the Board member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Board member, or (b) an employee or by the Board member or another employee directing that employee;
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee;

* * *

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board member or employee.

* * *

IV. WITNESSES INTERVIEWED

The following persons were interviewed.

1. Complaint Allegation #1 (Kentucky Trip)

Linas Paul, School District 214, HVAC Master Maintenance

Aneta Mistak, School District 214, Assistant Director of Operations

Chris Uhle, School District 214, Associate Superintendent of Activities and Operations

John Terry, Trane, Director of Global Compliance Investigations

Kattie Liska, Trane, Associate General Counsel – Compliance Americas

2. Complaint Allegation #2 (BBQ)

Chris Uhle, School District 214, Associate Superintendent of Activities and Operations

Lance Tritsch, Pepper Construction, Vice President

Stephen Chassee, Green Associates, Principal and President

Jerry Cook, the former School District 214 Director of Operations who is a subject of both Complaint allegations declined to be interviewed. Because this investigator does not have any legal authority to compel an interview of a non-School District employee, the investigation relies on information from other sources. For the reasons discussed below, it is the opinion of the investigator that a full, fair, and accurate investigation was conducted despite Mr. Cook's refusal to participate.

V. INVESTIGATION

A. Complaint Allegation #1 (Kentucky Trip)

1. Aneta Mistak, School District 214, Assistant Director of Operations

In the spring of 2023, Ms. Mistak was the Assistant Director of Operations, nominally reporting to Jerry Cook, the Director. At that time, she was also the Central Operations Supervisor. In those capacities she planned and monitored construction projects, work order flow, purchase orders development, and was a direct supervisor of Linas Paul, Operations – HVAC Master Maintenance.

Ms. Mistak initially received a copy of the emailed invitation from Trane representatives for the trip to Kentucky. (Exhibit 1) She did not forward the invitation because Jerry Cook and Linas Paul were already on the email she received.

Ms. Mistak did not accept the invitation to participate in the trip. (Exhibit 2) She subsequently asked Mr. Cook and Mr. Paul if they were planning to attend.

Ms. Mistak did not have any communication with Mr. Cook regarding the trip. During her interview, she advised that she did not have a close working relationship with Mr. Cook; and, Mr. Cook was not very involved in operations.

Ms. Mistak's only significant communication with Linas Paul was to ask if he was taking a professional day for the first day of the trip – which would be approved. The second day of the trip was a school holiday. When Mr. Paul returned from the trip, she only inquired whether he had seen the District's units being completed.

Ms. Mistak understood the trip to be related to School District business in that it included a tour of the facility at which the School District's HVAC units were being constructed and an educational presentation regarding the operation of those units.

According to Ms. Mistak, the procurement process for the Trane equipment started well before Mr. Cook was the Director of Operations. The process was initiated in 2020 or 2021, when the School District issued a RFP for building automation systems (BAS). At that time, the BAS in the School District's buildings were outdated. The School District determined that the systems needed to be upgraded, using a single provider to promote centralization of services and control, as well as standardization of systems across buildings for efficiency in maintenance and repair.

Trane was ultimately selected as the provider for the BAS to be upgraded in each of the School District's buildings in October 2021. (Exhibit 3) The buildings are to be upgraded sequentially

(rather than all at one time). Typically, in the fall, the School District team meets with Trane to plan for the selected school's upgrade, which takes place in the next year. In mid- to late-fall, Trane brings forward proposals for the upgrade. In the winter, typically over the School District winter break, Trane conducts physical checks of the building and addresses issues impacting the installation. Purchase orders for the selected equipment are developed. Approvals are obtained in early to mid-spring, with execution of documents thereafter. Construction typically takes place over the summer. The timeline for the project at Hersey High School was similar. (See, Group Exhibit 4)

According to Ms. Mistak, Mr. Cook had very little, if any, involvement in this process during the year he served as Director of Operations. Selection of equipment, determination of pricing, and preparation of proposals, work orders, and purchase orders were performed by others. Mr. Cook was copied as a conduit for correspondence and signed the final paperwork simply as a ministerial function.

2. Chris Uhle, School District 214, Associate Superintendent of Activities and Operations

As Associate Superintendent of Activities and Operations, Mr. Uhle served in a position over Jerry Cook, the Director of Operations. According to Mr. Uhle, Mr. Cook was not very involved in the day-to-day operations of the department. Mr. Cook did not have any input into determining project needs, the creation proposals for construction projects developed by vendors, including Trane, or the development of work or purchase orders or contracts. Any document that was provided to Mr. Cook for signature had been reviewed and approved beforehand by the School District's technical consultant, Ms. Mistak, and others. Mr. Cook was simply the "signing administrator," when requested, on such documents after development and approval of other team members.

Mr. Uhle confirmed the general timeline provided by Ms. Mistak for initiating and completing a BAS upgrade at each of the schools.

Mr. Uhle was not included on the email invitation from Trane and Mr. Cook did not forward it to him. Mr. Uhle advised that he had not heard about the trip until well after Mr. Cook and Mr. Paul returned when someone inquired about a Freedom of Information Act request. Once he learned of the trip after the fact, he inquired of Ms. Mistak, who then sought information from Trane. He learned that the trip had been to tour the facility at which the School District's HVAC units were being made.

3. Linas Paul, School District 214, HVAC Master Maintenance

Linas Paul is employed by School District 214 as a HVAC Master Maintenance personnel. His responsibilities include the operation of the HVAC systems district-wide. He has been employed by the School District in various capacities for 14 years. His direct supervisor in the spring of 2023 was Aneta Mistak.

As the HVAC Master Maintenance personnel, Mr. Paul has been involved in the BAS upgrades across the School District. Each building has its own system, and the School District is trying to standardize those systems for better central control and maintenance purposes. He is involved in the initial assessment process, design, ordering, and working with contractors during installation regarding what needs to be done.

Mr. Paul advised that he first learned of the Kentucky trip from someone at Trane but did not respond immediately. Jerry Cook, his supervisor's supervisor, forwarded the Trane invitation and asked him if he was interested in going. (Exhibit 1) His understanding was that he would be touring the facility at which the School District's HVAC units were being constructed and attend an information session about those units. These were the same units for which Mr. Paul would be responsible for assisting with installation and ultimately maintaining. Mr. Paul also confirmed that there would be no required cost to him for the trip. (Exhibit 5)

Mr. Paul did not think there would be a problem with the trip since it related to his work, the Director of Operations encouraged him to go, and his direct supervisor asked him if he was using a professional day to cover the Thursday absence from work.

Mr. Paul attended the trip with Mr. Cook, for which airfare, hotel, and meals and entertainment were provided as generally described on the trip schedule.

On the first day of the trip, after arriving the in Louisville, Mr. Paul and Mr. Cook were taken to the KCC factory where much of Trane's equipment is manufactured, including the School District's units. KCC is a manufacturing contractor for Trane.

At the facility, Mr. Paul and Mr. Cook joined approximately 20-25 other customers and Trane engineers and sales representatives for a tour of the facility and a presentation about equipment. Mr. Paul advised that the presentation was important because a lead engineer discussed the capabilities of the new line of equipment, how it worked, and other technical information. The information gave Mr. Paul and understanding of how the equipment worked, and how it might be different from other types of equipment, so he would be able to recognize when it was functioning properly and when it was not. Mr. Paul advised that he had attended other similar types of seminars to learn about how equipment works. He advised that the felt he gained insight into the products and equipment.

Mr. Paul and Mr. Cook were at the factory for approximately 2 ½ - 3 hours.

Lunch on the first day took place at the KCC factory. KCC is the manufacturer of many pieces of equipment for Trane, including the School District's units. The lunch was a catered box lunch of a sandwich and chips.

After the tour and presentation, the group attended a tour and tasting at a local distillery, Bulleit Distilling Company. The distillery did not have its own kitchen or restaurant, so dinner was another catered meal – this time BBQ, Mac-n-Cheese, etc. While at the distillery, Trane representatives purchased bottles of whiskey from the distillery shop for attendees.

Mr. Paul does not have any idea regarding the costs of the KCC factory box lunch, the distillery tour and tasting, the meal catered at the distillery, or the bottle purchased from the distillery shop.

Mr. Paul and Mr. Cook stayed at a Hilton branded hotel; the specific one he cannot remember. After the dinner at the distillery, Mr. Paul went with Trane representatives and other attendees to a local bar and then returned to the hotel. At the hotel, a group went to the hotel bar for additional drinks. Mr. Paul does not know how much his drinks cost. While Trane representatives paid for some of the drinks, Mr. Paul recalls also paying for "rounds" of drinks for others in the group, including Trane representatives. Mr. Paul paid in cash and did not provide receipts.

On the second day, Mr. Paul did not eat breakfast, and bought his own coffee at Starbucks. Mr. Paul and Mr. Cook went to the horse track (Keeneland) as reflected on the trip schedule. Mr. Paul does not know the cost of admission, which was paid by Trane as part of the trip. At the track, there was a separate cordoned-off area he could go into, although his movement around the race park was not significantly restricted. He was not in a box seating area or suite. Mr. Paul stated that there were hundreds of people milling about the area.

Mr. Paul stated that he was not given any cash to bet on races. This was confirmed by an email from a Trane representative advising that attendees were responsible for their own cash for betting. (Exhibit 6) During his time at the track, Mr. Paul was provided with food and drinks. He does not know the costs. As with the night before, Mr. Paul recalls paying for drinks for himself and others, but did so in cash and does not have receipts.

Mr. Paul advised that he was unaware of Board Policy 2:105, has never received training on the policy, and had not been on a trip such as this before. He attended with the Director of his department and took his cues from Mr. Cook during the trip. Mr. Paul further stated that if he violated Board Policy 2:105, he did so unintentionally and that he would be willing to cure the violation as permitted under the policy by making an appropriate charitable donation.

Mr. Paul explained that the process to upgrade the BAS on a District-wide basis using Trane equipment began several years ago, starting with the administrative building, prior to Mr. Cook assuming the title of Director of Operations. The process to determine what Hersey High School needed for upgrades took approximately four months to develop. Mr. Paul did not recall Mr. Cook having any significant involvement in that process, particularly because Mr. Cook did not have any technical background in operations, HVAC work, or construction.

**4. John Terry, Trane, Director of Global Compliance Investigations
Kattie Liska, Trane, Associate General Counsel – Compliance Americas**

Mr. Terry and Ms. Kiska participated voluntarily in the interview on behalf of Trane, Inc., and were cooperative throughout. They provided information during their interview, as well as spreadsheets detailing expenses paid on behalf of Mr. Cook and Mr. Paul, and copies of receipts for those expenditures.

Mr. Terry and Ms. Kiska advised that KCC is a manufacturer of Trane branded equipment. KCC periodically conducts tours of its facility for Trane and its customers. On this occasion, approximately 30 people, plus approximately 12 Trane employees, attended. Mr. Cook and Mr. Paul were the only attendees from a public (e.g., governmental) customer. For this event, Mr. Paul and Mr. Cook were last-minute “fill-ins,” as invitees.

The purpose of the event at the factory was to tour the factory and attend an informational presentation about the equipment. The informational presentation typically takes approximately 1-1 ¼ hours. Mr. Terry provided a copy of the 40-slide PowerPoint presentation, showing the technical information discussed. Attendees take tours of the facility, which last approximately 45 minutes, and an additional time for customer feedback and questions. Trane believes that it is good for customers to see the facility, learn about the equipment from the designers and manufacturers, and hear from other customers about their experiences with the equipment.

Lunch at the factory was a catered box lunch, with a cost per person of \$14.85, paid by KCC.

The Bulleit Distillery tour, tasting, and dinner were sponsored and paid for by Trane. The cost per person of the tour and tasting was \$35.00. Because the distillery did not have a restaurant or kitchen, dinner was catered. The cost per person for the catered dinner was \$84.70. While at the distillery, Trane representatives purchased bottles of whiskey from the distillery shop for attendees. Mr. Cook’s bottle cost \$55.06. Mr. Paul’s bottle cost \$79.50.

After dinner, Trane representatives bought food and drinks at another bar and a bar at the hotel for the attendees. Trane reports the cost of food and drinks for Mr. Cook and Mr. Paul as \$63.35 each.

Admission to the horse races on the second day cost \$25 per person. There was no reserved box seating or suite provided. Trane also reported purchasing food and drinks for Mr. Cook in the amount of \$134.29 and Mr. Paul in the amount of \$178.79.

Trane confirmed that it paid for airfare and lodging (1 night) at the Hilton Lexington on behalf of the attendees, including Mr. Cook and Mr. Paul. Trane provided copies of spreadsheets detailing expenses and receipts for those expenses. (Group Exhibit 7)

Trane advised that it was selected several years ago (2021) by the School District to install the BAS upgrades across the School District's buildings. The School District entered into a Letter of Intent (Exhibit 3) for the projects with Trane at that time, and pricing for all equipment and installation is procured through Omnia, a public purchasing cooperative. The decision to use Trane as a supplier and the process for selecting equipment predated Jerry Cook's time as the Director of Operations. During the 2022-2023 school year, during which Mr. Cook held the title of "Director of Operations," he had very little involvement with any aspect of the upgrade projects. Development of project needs, proposals and work orders was through other School District personnel and contractors. The trip and payment of related expenses was not for the purpose and did not have the effect of influencing any School District employee in the performance of their duties.

B. Complaint Allegation #2 (BBQ)

1. Stephen Chassee, Green Associates, Principal and President

Mr. Chassee is a Principal and current President of Green Associates, the architect of record to School District 214. Mr. Chassee participated in the interview voluntarily and was cooperative throughout.

Mr. Chassee advised that Green Associates has been under contract with the School District for at least the last five years. He advised that in the spring of 2023, Jerry Cook, the former Director of Operations, broached the subject of Green Associates contributing toward an all-staff bar-b-que with one of Mr. Chassee's fellow principals. That person brought the request to Mr. Chassee. This request was followed-up by Mr. Cook in an email (Exhibit 8) Specifically, Green Associates was requested to contribute \$1500 toward the event to be held later in the spring. Mr. Chassee refused to write a check directly to the School District for this purpose, but indicated a willingness to pay the caterer directly.

Mr. Chassee's understanding is that the event would host approximately 100 School District 214 employees, and that the event would be held in May 2023 at the Administration Building.

Ultimately, Mr. Chassee learned that the event was cancelled from a Green Associates staff member who was on site and had been told by a representative of the School District. Green Associates never issued a payment of any kind related to the event. Shortly thereafter, Mr. Chassee received an invoice from Duke's Catering for the originally scheduled event, toward which he had originally committed to pay half. The invoice stated that catering services would be provided for 100 people. (See, Exhibit 9) Mr. Chassee was confused as to why he received a copy of the invoice from Mr. Cook, since he understood the event to have been cancelled. He called Mr. Cook to inquire, and Mr. Cook advised him that he had just learned that the event had been cancelled by the administration.

The event never took place and Green Associates never contributed the requested \$1500.

2. Lance Tritsch, Pepper Construction, Vice President

Mr. Tritsch is the Vice President of Pepper Construction, the construction manager to School District 214 for ongoing construction projects. Mr. Tritsch participated in the interview voluntarily and was cooperative throughout. He advised that Pepper Construction has worked on projects for the School District on and off over the years, but most recently since October 2022.

Mr. Tritsch received an email from Jerry Cook after the first of the year (January 2023) seeking sponsors for a lunch for School District 214 employees. Initially, he sought a contribution of \$3000 from Pepper Construction, but Mr. Tritsch responded that he would be more comfortable sharing sponsorship costs with another company. Thereafter, the issue went "cold" until April 2023. Mr. Cook has sent Mr. Tritsch and Mr. Stephen Chassee at Green Associates an email requesting donations for the bar-b-que event from each company in the amount of \$1500 each. (Exhibit 8) Mr. Tritsch reached out to a consultant with whom he was working on School District 214 projects and advised of the request. Mr. Tritsch committed to sharing the cost with another company and inquired of how to pay the donation. Mr. Tritsch understood that the event would host approximately 100 School District 214 employees.

Ultimately, the event was cancelled by School District 214 administration and Pepper Construction never paid anything toward the event.

On May 5, 2023, Mr. Tritsch received a copy of an invoice for the event (See, Exhibit 9), but he already knew from the School District that the event had been cancelled, although he didn't think Jerry Cook knew of the cancellation at that time.

3. Chris Uhle, School District 214, Associate Superintendent for Activities and Operations

Mr. Uhle advised that the planned BBQ came to his attention through an email from Mr. Cook to Administrators and when Aneta Mistak found a flyer for the event a couple of weeks prior the event. Mr. Uhle asked Ms. Mistak about the event and told her to advise Green Associates and Pepper Construction that the event would be cancelled. Mr. Uhle informed Mr. Cook of the cancellation verbally a few days later.

Mr. Uhle advised that his understanding was that the BBQ was planned to serve approximately 100 people.

Mr. Uhle advised that he cancelled the event because he did not believe it was appropriate to solicit the two contractors for the purpose of funding a BBQ for School District employees, even if it was not prohibited by board policy.

VI. PROPOSED FINDINGS BASED ON THE INVESTIGATION

The following proposed findings are provided to the Ethics Commission for its review. The Commission may accept the findings, reject the findings, or make its own findings based on the information provided through the investigation.

A. General

1. Board Policy 2:105 was adopted by the Board of Education and is publicly available on the School District's website.
2. Mr. Paul, at the time of the Complaint allegations was, and currently is, an employee of School District 214, subject to the requirements and restrictions set forth in Board Policy 2:105.
3. Mr. Cook, at the time of the Complaint allegations was an employee of School District 214, subject to the requirements and restrictions set forth in Board Policy 2:105. Mr. Cook is not currently an employee of School District 214.
4. Mr. Paul has not received any specific training regarding Board Policy 2:105.

B. BBQ Event

1. The solicitation by Mr. Cook of Green Associates and Pepper Construction by Mr. Cook was to fund a catered lunch event for approximately 100 School District employees.
2. Green Associates and Pepper Construction are separate “prohibited sources” under Board Policy 2:105.
3. Green Associates and Pepper Construction never paid the requested \$1500 donations.
4. The BBQ event was never held, having been cancelled by the Administration.
5. The anticipated “gift” by each prohibited source would have only been \$15 per person, well within Exemption 8 in Policy 2:105, exempting food and refreshments not exceeding \$75 per person in value on a single calendar day.
6. Neither the solicitation of the \$1500 from each of two contractors, nor the payment by those contractors, would have violated the gift bans found in Board Policy 2:105.

C. Kentucky Trip

1. Trane is a “prohibited source” under Board Policy 2:105.
2. KCC is a separate “prohibited source” under Board Policy 2:105.
3. The Kentucky Trip sponsored by Trane was related to School District 214 business in that it included a tour of the facility manufacturing the School District’s HVAC equipment and included informational sessions regarding the operation and capabilities of the equipment. The tour and presentation were designed to provide technical information about the design, maintenance, and operation of the equipment the School District was purchasing and installing in its buildings. It was also a time for customers of Trane to provide feedback to Trane and discuss their experiences with the equipment. Linas Paul, the School District employee who is responsible for assisting in determining School District needs, installation, and maintenance of the equipment found the tour and information presented to be important to his work. Mr. Cook, as the Director of Operations, also had an interest in participating in this event and receiving the information. Whether participation in a trip to Louisville was essential to this purpose is beyond the scope of this investigation, as the Policy and statute only require that “travel expenses be for a meeting to discuss business” in order to be exempt from the gift ban. The policy and statute do not impose any standard in terms of the amount of business

that must be conducted, the relative significance of the business, or whether there are more cost-effective ways to conduct the meeting. Thus, the cost of the airfare, shuttles, and hotel are within the provisions of Exemption 5.

4. Additionally, with respect to the relation of the trip for purposes of applying Exemption 5, Mr. Paul did not intentionally solicit or accept a gift of travel expenses that otherwise violates the policy. In this case, the Trane invitation was forwarded to him by the Director of Operations, Jerry Cook, who was the head of the Operations Department and Mr. Paul's supervisor's supervisor. Mr. Cook further encouraged Mr. Paul to attend. Additionally, Mr. Paul was specifically asked by his supervisor, Ms. Mistak, if he was using a professional day for the first day of the trip. An employee in Mr. Paul's position, would not have reason to question the propriety of the trip under these circumstances and cannot be said to have knowingly violated the policy by accepting the payment of the travel costs (airfare, shuttle, lodging).
5. The cost of the box lunch at the factory on the first day of the trip was paid by KCC (a separate prohibited source) at a cost of \$14.85 per person, well within the \$75 per person per day limit of Exemption 8. Thus, acceptance of the lunch was by Mr. Cook and Mr. Paul did not violate Board Policy 2:105.
6. The following expenses (other than travel expenses) were paid by Trane on behalf of Linas Paul, resulting in the provision of "gifts" over applicable exemption limits in the amount of \$216.34:

LINAS PAUL				
Date	Expense Description	Amount	Exemption 8 Allocation (\$75 per Day)	Exemption 12 Allocation (\$100 per year)
4/6/2023	Bulleit Distillery Tour	\$35.00		\$35.00
4/6/2023	Bulleit Distillery Dinner	\$84.70	\$75.00	\$9.70
4/6/2023	Bulleit Distillery – Bottle	\$79.50		\$79.50
4/6/2023	Belle's Bar Food/Drinks	\$26.81		\$26.81
4/7/2023	Bigg Blue Martini Bar (Hilton Hotel)	\$36.54	\$36.54	
4/7/2023	Kaneland Track Admission	\$25.00		\$25.00
4/7/2023	Kaneland Track Food/Drinks	\$178.79	\$38.46	\$140.33
Subtotal			\$150.00	\$316.34
Subtract Exemption Value			\$150.00 (\$75 x 2 days)	\$100.00
Total over exemption			\$0.00	\$216.34

- a. Mr. Paul could not have reasonably been expected to know that the cost of the dinner at the distillery would exceed the \$75.00/day limit on receiving food and beverage from Trane. He would not have been privy to ordering or invoicing information. To the extent the receipt of the “gift” of the dinner violated Board Policy 2:105, such violation would have been unintentional on the part of Mr. Paul.

7. The following expenses (other than travel expenses) were paid by Trane on behalf of Jerry Cook, resulting in the provision of “gifts” over applicable exemption limits in the amount of \$147.40:

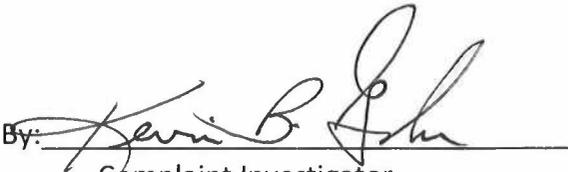
JERRY COOK				
Date	Expense Description	Amount	Exemption 8 Allocation (\$75 per Day)	Exemption 12 Allocation (\$100 per year)
4/6/2023	Bulleit Distillery Tour	\$35.00		\$35.00
4/6/2023	Bulleit Distillery Dinner	\$84.70	\$75.00	\$9.70
4/6/2023	Bulleit Distillery – Bottle	\$55.06		\$55.06
4/6/2023	Belle’s Bar Food/Drinks	\$26.81		\$26.81
4/7/2023	Bigg Blue Martini Bar (Hilton Hotel)	\$36.54	\$36.54	
4/7/2023	Kaneland Track Admission	\$25.00		\$25.00
4/7/2023	Kaneland Track Food/Drinks	\$134.29	\$38.46	\$95.83
Subtotal			\$150.00	\$247.40
Subtract Exemption Value			\$150.00 (\$75 x 2 days)	\$100.00
Total over exemption			\$0.00	\$147.40

8. There is no evidence that Mr. Cook was influenced in the exercise of his official duties by the receipt of the “gifts” related to the Kentucky trip. Mr. Cook was not involved in any element of the selection of Trane as a vendor, that process having been completed before he was named Director of Operations. Additionally, Mr. Cook was not involved to any significant degree in the selection of equipment, pricing of equipment, or development of proposals, work orders, or purchase orders. All such decisions were made by other School District personnel and consultants. Mr. Cook’s sole function was to act as the signatory on documents on behalf of the School District.

9. There is no evidence that Mr. Paul was influenced in the exercise of his official duties by the receipt of the “gifts” related to the Kentucky trip. Mr. Paul does not serve in a policy-making or discretionary position in the School District. He is an employee primarily charged with understanding how selected equipment works, facilitating installation, and maintaining the equipment. Mr. Paul is not responsible for selection of Trane as a

supplier, selection of specific equipment, determination of pricing, or development of proposals, work orders, and purchase orders.

Respectfully submitted,

By: 
Complaint Investigator

Kevin B. Gordon
Kriha Boucek, LLC
2 TransAm Plaza Drive, Suite 450
Oakbrook Terrace, Illinois 60181

EXHIBIT 1

From: Jerry Cook <jerry.cook@d214.org>
Subject: Fwd: Trane KCC Factory Trip and Keenland Race Track
To: Aneta Mistak; Linas Paul; Jeff Daurer
Sent: February 22, 2023 11:41 AM (UTC-05:00)

All,

See the invitation from Charles. Let me know if you're interested by Friday.

Jerry Cook
Director of Operations
High School District 214
2123 Arlington Heights Rd
Arlington Heights, IL

jerry.cook@d214.org

Twitter: @jercook73

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org.

----- Forwarded message -----

From: **Suhajda, Charles** <Charles.Suhajda@tranetechnologies.com>
Date: Wed, Feb 22, 2023 at 10:33 AM
Subject: Trane KCC Factory Trip and Keenland Race Track
To: jerry.cook@d214.org <jerry.cook@d214.org>
Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>

Hey Jerry – Below are the details for the trip as well as a link where you guys can register directly.

We would love to have you guys join Evan and I here. Off the cuff I was thinking yourself, Linas and Aneta but if there are others we can bring up to 5! (Not sure if Jeff Dauer would be interested?)

This is an awesome trip that we have been doing for years. Guaranteed to have a good time!

The Horse Track does have a dress code which I'm sure you're aware of.

[KCC Tour/Kentucky Experience 2023 - Registration](#)

Loose agenda as well.



Kentucky Agenda

Louisville/Lexington, KY- April 6-7, 2023



THURSDAY, APRIL 6

Please arrive at Airport for your flight two hours before takeoff. Once landed, we will take a private charter and travel to the Trane-KCC manufacturing facility in Louisville. KY.

Please note that the dress code is business casual. Please wear closed toed, flat walking shoes for factory tour.

7:30 AM	Depart Ohare
10:30 AM	Arrive in Louisville
11:00 AM	Travel to Trane-KCC Dedicated Outside Air Factory
11:00-1:00 PM	Plant Tour and Lunch
1:15 PM	Travel to Bulleit Distilling Co.
2:00 PM	Tour, Tasting & Dinner at Bulleit Distilling- Shelbyville, KY, 502-647-5799
TBD	Travel to hotel
TBD	Check into Hilton Lexington, 369 West Vine Street, 859-231-9000

FRIDAY, APRIL 7

Please note that Keeneland has a dress code. Gentlemen must wear a coat and tie and ladies should wear a suit, dress, or skirt. Luggage will be secured in the Charter during the Racetrack visit.

	Breakfast at hotel / Open Morning
11:00 – 11:30 AM	Hotel check out & load charter with luggage
11:30 – 12:00 PM	Travel to Keeneland Racetrack
12:00 – 4:00 PM	Lunch and horse races at Keeneland Racetrack
4:30 PM	Depart Keeneland for airport
6:30 PM	Arrive Ohare

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527
USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES



Kentucky Agenda

Louisville/Lexington, KY- April 6-7, 2023



THURSDAY, APRIL 6

Please arrive at Airport for your flight two hours before takeoff. Once landed, we will take a private charter and travel to the Trane-KCC manufacturing facility in Louisville, KY.

Please note that the dress code is business casual. Please wear closed toed, flat walking shoes for factory tour

7:30 AM	Depart Ohare
10:30 AM	Arrive in Louisville
11:00 AM	Travel to Trane-KCC Dedicated Outside Air Factory
11:00-1:00 PM	Plant Tour and Lunch
1:15 PM	Travel to Bulleit Distilling Co.
2:00 PM	Tour, Tasting & Dinner at Bulleit Distilling- Shelbyville, KY, 502-647-5799
TBD	Travel to hotel
TBD	Check into Hilton Lexington, 369 West Vine Street, 859-231-9000

FRIDAY, APRIL 7

Please note that Keeneland has a dress code. Gentlemen must wear a coat and tie and ladies should wear a suit, dress, or skirt. Luggage will be secured in the Charter during the Racetrack visit

	Breakfast at hotel / Open Morning
11:00 – 11:30 AM	Hotel check out & load charter with luggage
11:30 – 12:00 PM	Travel to Keeneland Racetrack
12:00 – 4:00 PM	Lunch and horse races at Keeneland Racetrack
4:30 PM	Depart Keeneland for airport
6:30 PM	Arrive Ohare

EXHIBIT 2

From: Aneta Mistak <aneta.mistak@d214.org>
Subject: Re: Trane KCC Factory Trip and Keenland Race Track
To: Jerry Cook
Cc: Linas Paul; Jeff Daurer
Sent: February 23, 2023 8:05 AM (UTC-05:00)

Jerry,

Thank you for the invitations, but I will not be able to attend. However, Linas will like to attend. His question is, who will pay for a flight and hotel? Please let me know.

Aneta Mistak

Interim Assistant Director of Operations

2121 S.Goebbert Rd

Arlington Heights 60005

Office number 847-718-7767

Direct number 773-396-9130

aneta.mistak@d214.org

On Wed, Feb 22, 2023 at 10:42 AM Jerry Cook <jerry.cook@d214.org> wrote:

All,

See the invitation from Charles. Let me know if you're interested by Friday.

Jerry Cook

Director of Operations

High School District 214

2123 Arlington Heights Rd

Arlington Heights, IL

jerry.cook@d214.org

Twitter: @jercook73

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org.

----- Forwarded message -----

From: **Suhajda, Charles** <Charles.Suhajda@tranetechnologies.com>

Date: Wed, Feb 22, 2023 at 10:33 AM

Subject: Trane KCC Factory Trip and Keenland Race Track

To: jerry.cook@d214.org <jerry.cook@d214.org>

Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>

Hey Jerry – Below are the details for the trip as well as a link where you guys can register directly.

We would love to have you guys join Evan and I here. Off the cuff I was thinking yourself, Linas and Aneta but if

there are others we can bring up to 5! (Not sure if Jeff Dauer would be interested?)

This is an awesome trip that we have been doing for years. Guaranteed to have a good time!

The Horse Track does have a dress code which I'm sure you're aware of.

[KCC Tour/Kentucky Experience 2023 - Registration](#)

Loose agenda as well.



Kentucky Agenda

Louisville/Lexington, KY- April 6-7, 2023



THURSDAY, APRIL 6

Please arrive at Airport for your flight two hours before takeoff. Once landed, we will take a private charter and travel to the Trane-KCC manufacturing facility in Louisville, KY

Please note that the dress code is business casual. Please wear closed toed, flat walking shoes for factory tour.

7:30 AM	Depart Ohare
10:30 AM	Arrive in Louisville
11:00 AM	Travel to Trane-KCC Dedicated Outside Air Factory
11:00-1:00 PM	Plant Tour and Lunch
1:15 PM	Travel to Bulleit Distilling Co.
2:00 PM	Tour, Tasting & Dinner at Bulleit Distilling- Shelbyville, KY, 502-647-5799
TBD	Travel to hotel
TBD	Check into Hilton Lexington, 369 West Vine Street, 859-231-9000

FRIDAY, APRIL 7

Please note that Keeneland has a dress code. Gentlemen must wear a coat and tie and ladies should wear a suit, dress, or skirt. Luggage will be secured in the Charter during the Racetrack visit.

	Breakfast at hotel/ Open Morning
11:00 – 11:30 AM	Hotel check out & load charter with luggage
11:30 – 12:00 PM	Travel to Keeneland Racetrack
12:00 – 4:00 PM	Lunch and horse races at Keeneland Racetrack
4:30 PM	Depart Keeneland for airport
6:30 PM	Arrive Ohare

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

EXHIBIT 3



High School District 214
2121 South Goebbert Road
Arlington Heights, Illinois 60004
847-718-7600 ■ www.d214.org

Dr. David R. Schuler
Superintendent

October 27, 2021

Charles Suhajda, Sales Engineer, Upper Midwest
Trane Commercial HVAC North America
7100 S. Madison Street
Willowbrook, IL 60527

708.305.1952 Cell
Trane Technologies
charles.suhajda@tranetechnologies.com

Dear Mr. Suhajda,

Township High School District 214 intends to enter into an agreement with Trane Commercial HVAC North America to upgrade the building automation system (BAS) at Forest View Educational Center. If the project performs as expected then the district will continue the upgrade/replacement of the BAS at the remaining six schools; Elk Grove High School, Rolling Meadows High School, Prospect High School, John Hersey High School, Wheeling High School and Buffalo Grove High School.

We will need to have a formal contract developed, signed and reviewed, but this letter shall serve as our letter of intent to move forward with Trane Commercial HVAC North America.

Sincerely,

Ken Roiland
Director of Operations
Township High School District 214

Buffalo Grove High School ■ Community Education ■ Elk Grove High School
John Hersey High School ■ Newcomer Center ■ Prospect High School ■ Rolling Meadows High School
The Academy at Forest View ■ Vanguard School ■ Wheeling High School

EXHIBIT 4

From: Jeff Daurer <jeff.daurer@d214.org>
Subject: Fwd: SD214 JHHS BAS Installation Proposal - Trane
To: Catherine Ziaja
Cc: Jerry Cook; Aneta Mistak; Kattan, Evan; Suhajda, Charles; Chris Uhle; Steve Schafer
Sent: March 16, 2023 3:01 PM (UTC-04:00)
Attached: SD214 Hersey High School BAS Installation Proposal.pdf

Cathy,

This building automation change over project that we will be doing at JHHS this summer. This is a major budget impact project. Aneta and I will be setting up the project spreadsheets in the same way you and I have been doing for Pepper and the architects. This is just a heads up that it will be coming. Target is to have the PO cut by March 31. Trane is aware that **we want to see the PO on every pay application/invoice.**

Jeff

----- Forwarded message -----

From: **Suhajda, Charles** <Charles.Suhajda@tranetechnologies.com>
Date: Thu, Mar 16, 2023 at 1:46 PM
Subject: SD214 JHHS BAS Installation Proposal - Trane
To: jerry.cook@d214.org <jerry.cook@d214.org>, Aneta Mistak - 214 <aneta.mistak@d214.org>, Jeff Daurer <jeff.daurer@d214.org>
Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>, Jahnke, Nicholas <Nicholas.Jahnke@tranetechnologies.com>

Hi Team,

I am pleased to present the installation portion of the BAS project for John Hersey High School!

Thank you to you and your entire team to get us to this point. It has been a phenomenal team effort thus far and we're looking forward to keeping that teamwork going throughout this project as well as future projects.

As we discussed, I included a line item for the 10% allowance on the project. That will be utilized on a case by case basis should we run into any unforeseen scenarios (Additional valve replacements, defective sensors/end devices in need of replacement etc). At the culmination of the project, should funds still be available in that bucket, they will be returned to the district.

I do have a 1% bond included in the project as that was a request on the previous project. If that is not needed I can remove that and re-send the proposal.

We have already scheduled a site walk on 3/28 to inspect valve work that may require abatement and will report back with our findings so the district may solicit an abatement contractor. Would you like to have any abatement contractors in attendance for the walk through?

I am out of town next week but if we would like to huddle together tomorrow afternoon via a teams meeting to review and answer any questions I am available!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527
USA

+1 708.305.1952 Cell
Trane Technologies
charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES



SD214 John Hersey High School 2023 BAS Installation Proposal

Prepared For: Jerry Cook
Director of Operations
Township High School District 214

Date: 3/16/2023

Cooperative Quote Number: R1-191087-23-001

Cooperative Contract Number: OMNIA Racine #3341

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

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Executive Summary

The following scope and pricing pertain to the replacement of existing, legacy Schneider Andover controls at John Hersey High School. The intent of this project is to provide a new Trane Tracer Building Automation System which includes, Field Investigation, Engineering, Installation, Programming, Graphics and System Commissioning Assistance. Most, if not all the existing programming is custom (no existing BACnet controllers). This scope is inclusive of controller replacements only (unless noted otherwise in the scope below). Sensors and End devices found in non-working order will be addressed on a case-by-case basis. Quantities and scope were compiled based on existing mechanical plans, access to the existing Schneider Front End and site surveys performed on 1/24/2023, 2/22/23, 3/2/23. SD214 is requiring a seamless conversion with the majority of the graphic and control points to match the current BAS. During this process, the Trane team will aim to replicate existing program and implement optimization of existing sequences where opportunity arises.

Scope of Work:

Item 1 – Trane Tracer SC+ HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire One (1) Tracer SC+ Application Front End Controller
- Provide, install and wire Three (3) Tracer SC+ Base Front End Controllers
- Provide and wire 120VAC power to the Tracer SC+ panel location
- Wireless BACnet communication to BACnet unit controllers
- Provide, install and wire Twenty (20) Wireless BACnet WCI radios
- **SD214 to Provide and wire one (1) Cat-5 IP network cable from the buildings IT infrastructure to each of the Tracer SC+ BAS locations**
- HTML5 Web-based BACnet BAS (BACnet IP, BACnet MS/TP, BACnet ZigBee, Modbus and LonTalk capability included as standard, without additional licensing required)
- Tracer BAS Compatible with PC, Mobile Device and Tablet Browsers (No JAVA Required)
- Tracer BAS “App” for alarm retrieval, setpoint changes and quick overrides is a free download for anyone on Apple iOS and Google Android devices (search: “Trane BAS Operator Suite”)
- Optimal Start/Stop Scheduling, 90-Day Standard Graphical Data Logs, Custom Graphical Data Logs Support 125,000 Samples Per Point (>3 Years of Trend Storage at 15 Minute Intervals), Advanced Alarm Management (Email alarming, Time-based routing, 1000+ Alarm Storage), Setpoint Adjustment, Expiring Overrides, Reports including “All Points in Override Report”

- All BACnet controllers are BTL listed to ensure Open System compatibility
- Tracer TU Test and Balance Software included for T&B contractor
- Trane Chicago Energy Center remote access and BAS telephone support is included free for Tracer SC+ customers during normal business hours during the warranty period: (630) 734-6159
- TraneConnect secure VPN remote customer access to Tracer SC+ is included
- Custom Programmed Sequences of Operation
- 3D Photorealistic Animated HVAC Equipment Graphics
- Owner Control System Operational Training – 50 Hours

Item 2 – Trane Tracer Ensemble Cloud Web-based BACnet Building Automation System (BAS)

- Provide (5) Years of Tracer Ensemble Cloud, a secure BAS website accessible from the internet, hosted and managed by Trane (customer has no server to maintain and secure, no updates to apply, free on-going software upgrades and automatic data backups)
- **After (5) years, renewal of the hosting service shall be fulfilled under a separate contract between Trane and SD214**
- Tracer Ensemble provides 10+ Years of Data Log storage
- Tracer Ensemble utilizes Tracer SC+ hardware for communication to unit controllers and Tracer SC+ UI/software for BAS configuration and setup
- Tracer Ensemble provides multi-site management capability for any BACnet IP based system
- Tracer Ensemble multi-site management tools include Global Scheduling, Global Setpoints
- Tracer Ensemble provides future expansion capability for any BACnet IP based system (e.g. Access Control/Security, Lighting Control, Elevators, Generators, Cameras)
- Setup Tracer Ensemble deep-linking to Tracer SC+ web UI for one-click access into Tracer SC+ configuration web pages from the Tracer Ensemble UI
- Provide and setup the Tracer Ensemble User Change Log (for logging user logins/logouts, schedule changes, setpoint changes, etc.)
- Provide and setup the Custom Dashboard Graphics Tool for user-created Dashboard functionality

Item 3 – BACnet DDC Controls for One (1) Air-Cooled Chilled Water Plant/Ice Storage Plant

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Air-Cooled Chillers
- DDC Control for Two (2) Primary Chilled Water Pumps
- DDC Control for Two (2) Secondary Chilled Water Pumps
- DDC Control for Two (2) Ice Tank Pumps
- Reuse the existing main enclosure, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- **Tracer SC+ Chiller Plant Manager Application for user-friendly chiller plant management:**
 - Chiller Staging, Chiller Sequencing, Lead/Lag Rotation, Fail Rotation
 - Chiller Plant Enable/Disable, Chiller/Pump Rotation Scheduling

Item 4 – BACnet DDC Controls for One (1) Heating Hot Water System

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Boilers
- DDC Control for Two (2) Primary Hot Water Pumps
- DDC Control for Two (2) Secondary Hot Water Pumps
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS

Item 5 – BACnet DDC Controls for One (1) Backup Generator

- Field Retrofit UC600 BACnet Controller
- Install and wire the UC600 BACnet controller in the existing enclosure
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 6 – BACnet DDC Controls for Nineteen (19) Air Handling Units (ASU-5,6,7,8,9,10,11,12,13,14,18,19, 20,21,23,24,25,26)

- Field Retrofit UC600 Programmable Controller
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select ASUs with new Electronic DDC Actuators and valves as outlined in the table below

ASU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
ASU-5	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-6	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-7	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-8	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-9	(1) HW Valve (1) Preheat Valve	Existing DDC	(3) Dampers
ASU-10	(1) Preheat Valve	(1) CHW Valve	(2) Dampers
ASU-11	(1) HW Valve	Existing DDC	(2) Dampers
ASU-12	Existing DDC	DX Cooling	(3) Dampers
ASU-13	No HW Valve	Existing DDC	(3) Dampers
ASU-14	(1) HW Valve	Existing DDC	(4) Dampers
ASU-18	(1) HW Valve	None	(2) Dampers
ASU-19	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-20	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-21	Existing DDC	No HW Valve	(2) Dampers
ASU-23	No HW Valve	DX Cooling	Existing DDC
ASU-24	Existing DDC	Existing DDC	Existing DDC
ASU-25	Existing DDC	Existing DDC	Existing DDC
ASU-26	Existing DDC	Existing DDC	Existing DDC
ASU-27	Existing DDC	Existing DDC	Existing DDC

Item 7 – Retrofit BACnet DDC Controls for Eighteen (18) Existing Rooftop Units (RTU-1,2,3,4,5,6,7,9,10,11,12,13,14,15,16,17,18,18)

- Field Retrofit Trane UC600 BACnet Controller
- Install and wire the U6C00 BACnet controller in the existing cabinet respective to each RTU
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless Noted Below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select RTUs with new Electronic DDC Actuators and valves as outlined in the table below

RTU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
RTU-1	Existing DDC	Existing DDC	Existing DDC
RTU-2	Existing DDC	Existing DDC	Existing DDC
RTU-3	Existing DDC	Existing DDC	Existing DDC
RTU-4	Existing DDC	Existing DDC	Existing DDC
RTU-5	Existing DDC	Existing DDC	Existing DDC
RTU-6	Existing DDC	Existing DDC	Existing DDC
RTU-7	Existing DDC	Existing DDC	Existing DDC
RTU-9	Existing DDC	Existing DDC	None
RTU-10	Existing DDC	Existing DDC	None
RTU-11	Existing DDC	Existing DDC	None
RTU-12	Existing DDC	Existing DDC	Existing DDC
RTU-13	Existing DDC	Existing DDC	Existing DDC
RTU-14	Existing DDC	Existing DDC	Existing DDC
RTU-15	Existing DDC	Existing DDC	Existing DDC
RTU-16	Existing DDC	Existing DDC	Existing DDC
RTU-17	Existing DDC	Existing DDC	Existing DDC
RTU-18	Existing DDC	Existing DDC	Existing DDC
RTU-19	Existing DDC	Existing DDC	Existing DDC

Item 8 – Retrofit BACnet DDC Controls for Forty-One (41) Existing Hot Water Reheat VAV Boxes

- Field Retrofit Trane UC210 BACnet VAV Controller with Actuator
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor
- Reuse existing DDC Hot Water Valve and Radiant Valve (Where applicable)
- Reuse existing Valve and Damper Actuator
 - All Actuators are assumed to be Voltage Signal Controlled and not Pulse Width Modulation

Item 9 – Retrofit BACnet DDC Controls for One Hundred Forty-Three (143) Hot Water Zone Reheat Coils

- Field Retrofit Seventy-Five (75) Trane UC400 BACnet Controllers
 - (1) UC400 Shall control (2) Reheat Coils
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor for One Hundred Eighteen (118) Reheat Coils
- Replace existing Pneumatic Zone Reheat Hot Water Valve
- Replace Sixty (60) Pneumatic Radiant Hot Water Valves
 - Radiant Valves located in Exterior Zones
 - Demo Existing Radiant Valve (Where accessible)
 - Relocate New DDC Radiant Valve above ceiling for future access and low voltage wiring
 - Add XM32 Expansion Module for Each Radiant Valve (60 Total)
 - Tie New DDC Radiant Valve into Respective Reheat Coil Controller

Item 10 – BACnet DDC Controls for Fifty (50) Cabinet Unit Heaters/Suspended Unit Heaters

- CUHs for Vestibules and Stairwells Shall Have Dedicated DDC Controllers
 - Field Retrofit UC400 BACnet Controller
 - Install and wire the UC400 BACnet controller in the existing enclosure
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Suspended UHs shall be tied into nearest ASU/RTU where available
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted above)

Item 11 – Standalone Controls for Thirty (30) Bathroom Radiators

- Replace existing Pneumatic Hot Water Valve with Thermostatic Danfoss Valve
- Danfoss valve is self-contained needing no wiring or thermostat
- Valve can be set to a desired temperature to mechanically open/close the control valve

Item 12 – BACnet DDC Controls for Five (5) Fin Tube Convectors (WMR 194, FTR 194B, FTR 194B, WMR 177, Tech Center, Tech Center)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Reuse Existing HW Valve & Actuator
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Field installed Space Temperature Sensor

Item 13 – BACnet DDC Controls for Sixty-Two (62) Exhaust Fan(s)

- Tie into nearest VAV/AHU/RTU Controller
- BACnet communication and tie-in to BAS
- EF Start/Stop and Status
- BAS Time of Day Scheduling Control
- Space Temperature Sensor/Interlock to OA Damper actuator where required
 - ASU/RTU Penthouses/Mechanical Rooms Each have an EF interlocked to OA Damper
 - Replace Pneumatic OA Damper Actuator with New DDC Actuator (20 total)

Item 14 – Retrofit BACnet DDC Controls for One (1) Fan Coil Units (Security Vestibule)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 15 – BACnet DDC Controls for Seven (7) Lighting Panels

- Field Retrofit UC600 BACnet Controller
- Install and wire the U600 BACnet controller in the existing Lighting Panel cabinet
 - Add additional relays where required
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Provide BAS Time of Day Scheduling for each Lighting Circuit

Item 16 – BACnet DDC Controls for Misc. Monitoring Points

- The following points will be monitored and provided at the BAS:
- Wiring for the points is existing and pulled to an existing controller (Unless noted below)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring (Unless noted below)
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
 - Seven (7) Cold Storage Temperatures
 - Four (4) Sump Pump Alarms
 - One (1) Gas Meter
 - Two (2) Electric Meters
 - Provide, Install and Wire, (2) New Electric Meters
 - Blue Pull Stations
 - Single Hardwired Contact to Tracer SC+ to initiate shut down sequence
 - Wire to New Uninterruptible Power Supplies for each Tracer SC+.
 - UPS Provided By SD214, Wired By Trane

Item 17 – Five (5) Year BAS Maintenance Agreement

- Perform Building Automation System preventative maintenance and support for a period of 5 years (beginning the date of substantial completion).
- Make a minimum of 2 complete Building Automation System inspections, in addition to normal warranty requirements. Inspections to include:
 - System Review – Review the BAS to correct programming errors, failed points, points in alarm, and points that have been overridden manually.
 - Seasonal Control Loop Tuning – Control loops are reviewed to reflect changing seasonal conditions and / or facility heating and cooling loads.
 - Sequence of operation verification – Systems all verified to be operating as designed and in automatic operation. Scheduling and setpoints are reviewed and modified.
 - Database back-up
 - Operator coaching
 - Technician shall review critical alarm log and advise owner of additional services that may be required.
 - Technician shall provide a written report to owner after each inspection.

Priority Emergency Response on BAS Calls

Trane Maintenance Agreement customers will receive PRIORITY EMERGENCY RESPONSE on service requests over non-maintenance agreement customers.

- Trane's 24-hour emergency service phone number is **(630) 734-3200**.
- Typical response time is less than two hours.
- Diagnostic and repair time will be billable at the prevailing discounted labor rates.
- Preferential treatment: Maintenance Agreement customer requests will receive priority over non-maintenance agreement customer requests.

Temperature Control Clarifications:

The following materials and/or labor are included:

- **Two (2) Year Parts and Labor Warranty on all Materials and Workmanship**
- **Five (5) Year BAS Service Agreement**
- 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
- **The scope above assumes all existing mechanical equipment is in operational order**
- **The scope above assumes all existing sensors and end devices (other than those listed above to be replaced) are in working order**
 - Existing Sensors/End devices found to be in non-working order will be noted on a case-by-case basis
 - Replacement will be scoped, price and proposed to SD214 for approval to utilize allowance for replacement
- Owner Control System Operational Training – 40 Hours
- Demo for pneumatic controls associated with field devices being retrofitted and all pneumatics in mechanical spaces. Demo is limited to back to mains or reasonable point.
- 200 Hours of Test & Balance/Commissioning Assistance

Temperature Control Exclusions:

The following materials and/or labor are not included:

- 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
- Any Asbestos Abatement required
- Tracer TU (Technician Utility) Tool is not included as part of this scope
- UPS for any of the Tracer SC+ or Unitary Controllers (UPS provided by SD214)
- **No Work Associated with ASU-1,2,3,4 or Gymnastics & Wrestling Room Unit Vents**
 - **Units to be replaced in 2024 Construction Season**

Temperature Control Notes:

- This proposal is valid for (30) days from date of issuance
- All work to be performed during normal business hours (Mon-Fri; 07:00-16:00, non-holidays)
- All hardware has a 2-year Warranty from installation (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors

Pricing Summary

Total Net Price John Hersey High School (Items 1-17)\$ 2,597,744.00
ADD for Potential Change Order Allowance (~10%).....\$ 250,000.00

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Jerry Cook Director of Operations Township High School District 214	Trane U.S. Inc.
Authorized Representative Signature:	Authorized Representative Signature:
Printed Name:	Printed Name:
Title:	Title
Purchase Order:	Signature Date:
Acceptance Date:	

Sincerely,

Charles Suhajda & Evan Kattan - Trane U.S. Inc.

7100 South Madison
 Willowbrook, IL 60527-5505
 Phone: (630) 734-3200
 Cell: (708) 305-1952
 Fax: (630) 323-9040

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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)

From: Suhajda, Charles <Charles.Suhajda@tranetechnologies.com>
Subject: RE: SD214 JHHS BAS Installation Proposal - Trane
To: jerry.cook@d214.org; Aneta Mistak - 214; Jeff Daurer
Cc: Kattan, Evan; Jahnke, Nicholas
Sent: March 27, 2023 6:04 PM (UTC-04:00)
Attached: SD214 Hersey High School BAS Installation Proposal.pdf

Hi Team,

After speaking with CS2 and Jeff Dauer I have added an additional allowance of \$50,000 to the proposal for CS2 (John McGowan) support during the duration of the project. Revised proposal is attached.

Trane will track the usage of John's time and report out usage on a monthly basis. Upon completion of the project, dollars that have not been utilized will be returned to the district.

As always, please give me a call with any questions or clarifications!

Best,

Charles Suhajda
Sales Engineer
Upper Midwest
Trane Commercial HVAC North America

7100 S. Madison Street
Willowbrook, IL 60527
USA

+1 708.305.1952 Cell
Trane Technologies
charles.suhajda@tranetechnologies.com



From: Suhajda, Charles
Sent: Thursday, March 16, 2023 1:47 PM
To: jerry.cook@d214.org; Aneta Mistak - 214 <aneta.mistak@d214.org>; Jeff Daurer <jeff.daurer@d214.org>
Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>; Jahnke, Nicholas <Nicholas.Jahnke@tranetechnologies.com>
Subject: SD214 JHHS BAS Installation Proposal - Trane

Hi Team,

I am pleased to present the installation portion of the BAS project for John Hersey High School!

Thank you to you and your entire team to get us to this point. It has been a phenomenal team effort thus far and we're looking forward to keeping that teamwork going throughout this project as well as future projects.

As we discussed, I included a line item for the 10% allowance on the project. That will be utilized on a case by case basis should we run into any unforeseen scenarios (Additional valve replacements, defective sensors/end devices in need of replacement etc). At the culmination of the project, should funds still be available in that bucket, they will be returned to the district.

I do have a 1% bond included in the project as that was a request on the previous project. If that is not needed I can remove that and re-send the proposal.

We have already scheduled a site walk on 3/28 to inspect valve work that may require abatement and will report back with our findings so the district may solicit an abatement contractor. Would you like to have any abatement contractors in attendance for the walk through?

I am out of town next week but if we would like to huddle together tomorrow afternoon via a teams meeting to review and answer any questions I am available!

Best,

Charles Suhajda

Sales Engineer
Upper Midwest
Trane Commercial HVAC North America

7100 S. Madison Street
Willowbrook, IL 60527
USA

+1 708.305.1952 Cell
Trane Technologies
charles.suhajda@tranetechnologies.com



TRANE
TECHNOLOGIES



SD214 John Hersey High School 2023 BAS Installation Proposal

Prepared For: Jerry Cook
Director of Operations
Township High School District 214

Date: 3/27/2023

Cooperative Quote Number: R1-191087-23-001

Cooperative Contract Number: OMNIA Racine #3341

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

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Executive Summary

The following scope and pricing pertain to the replacement of existing, legacy Schneider Andover controls at John Hersey High School. The intent of this project is to provide a new Trane Tracer Building Automation System which includes, Field Investigation, Engineering, Installation, Programming, Graphics and System Commissioning Assistance. Most, if not all the existing programming is custom (no existing BACnet controllers). This scope is inclusive of controller replacements only (unless noted otherwise in the scope below). Sensors and End devices found in non-working order will be addressed on a case-by-case basis. Quantities and scope were compiled based on existing mechanical plans, access to the existing Schneider Front End and site surveys performed on 1/24/2023, 2/22/23, 3/2/23. SD214 is requiring a seamless conversion with the majority of the graphic and control points to match the current BAS. During this process, the Trane team will aim to replicate existing program and implement optimization of existing sequences where opportunity arises.

Scope of Work:

Item 1 – Trane Tracer SC+ HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire One (1) Tracer SC+ Application Front End Controller
- Provide, install and wire Three (3) Tracer SC+ Base Front End Controllers
- Provide and wire 120VAC power to the Tracer SC+ panel location
- Wireless BACnet communication to BACnet unit controllers
- Provide, install and wire Twenty (20) Wireless BACnet WCI radios
- **SD214 to Provide and wire one (1) Cat-5 IP network cable from the buildings IT infrastructure to each of the Tracer SC+ BAS locations**
- HTML5 Web-based BACnet BAS (BACnet IP, BACnet MS/TP, BACnet ZigBee, Modbus and LonTalk capability included as standard, without additional licensing required)
- Tracer BAS Compatible with PC, Mobile Device and Tablet Browsers (No JAVA Required)
- Tracer BAS “App” for alarm retrieval, setpoint changes and quick overrides is a free download for anyone on Apple iOS and Google Android devices (search: “Trane BAS Operator Suite”)
- Optimal Start/Stop Scheduling, 90-Day Standard Graphical Data Logs, Custom Graphical Data Logs Support 125,000 Samples Per Point (>3 Years of Trend Storage at 15 Minute Intervals), Advanced Alarm Management (Email alarming, Time-based routing, 1000+ Alarm Storage), Setpoint Adjustment, Expiring Overrides, Reports including “All Points in Override Report”

- All BACnet controllers are BTL listed to ensure Open System compatibility
- Tracer TU Test and Balance Software included for T&B contractor
- Trane Chicago Energy Center remote access and BAS telephone support is included free for Tracer SC+ customers during normal business hours during the warranty period: (630) 734-6159
- TraneConnect secure VPN remote customer access to Tracer SC+ is included
- Custom Programmed Sequences of Operation
- 3D Photorealistic Animated HVAC Equipment Graphics
- Owner Control System Operational Training – 50 Hours

Item 2 – Trane Tracer Ensemble Cloud Web-based BACnet Building Automation System (BAS)

- Provide (5) Years of Tracer Ensemble Cloud, a secure BAS website accessible from the internet, hosted and managed by Trane (customer has no server to maintain and secure, no updates to apply, free on-going software upgrades and automatic data backups)
- **After (5) years, renewal of the hosting service shall be fulfilled under a separate contract between Trane and SD214**
- Tracer Ensemble provides 10+ Years of Data Log storage
- Tracer Ensemble utilizes Tracer SC+ hardware for communication to unit controllers and Tracer SC+ UI/software for BAS configuration and setup
- Tracer Ensemble provides multi-site management capability for any BACnet IP based system
- Tracer Ensemble multi-site management tools include Global Scheduling, Global Setpoints
- Tracer Ensemble provides future expansion capability for any BACnet IP based system (e.g. Access Control/Security, Lighting Control, Elevators, Generators, Cameras)
- Setup Tracer Ensemble deep-linking to Tracer SC+ web UI for one-click access into Tracer SC+ configuration web pages from the Tracer Ensemble UI
- Provide and setup the Tracer Ensemble User Change Log (for logging user logins/logouts, schedule changes, setpoint changes, etc.)
- Provide and setup the Custom Dashboard Graphics Tool for user-created Dashboard functionality

Item 3 – BACnet DDC Controls for One (1) Air-Cooled Chilled Water Plant/Ice Storage Plant

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Air-Cooled Chillers
- DDC Control for Two (2) Primary Chilled Water Pumps
- DDC Control for Two (2) Secondary Chilled Water Pumps
- DDC Control for Two (2) Ice Tank Pumps
- Reuse the existing main enclosure, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- **Tracer SC+ Chiller Plant Manager Application for user-friendly chiller plant management:**
 - Chiller Staging, Chiller Sequencing, Lead/Lag Rotation, Fail Rotation
 - Chiller Plant Enable/Disable, Chiller/Pump Rotation Scheduling

Item 4 – BACnet DDC Controls for One (1) Heating Hot Water System

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Boilers
- DDC Control for Two (2) Primary Hot Water Pumps
- DDC Control for Two (2) Secondary Hot Water Pumps
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS

Item 5 – BACnet DDC Controls for One (1) Backup Generator

- Field Retrofit UC600 BACnet Controller
- Install and wire the UC600 BACnet controller in the existing enclosure
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 6 – BACnet DDC Controls for Nineteen (19) Air Handling Units (ASU-5,6,7,8,9,10,11,12,13,14,18,19, 20,21,23,24,25,26)

- Field Retrofit UC600 Programmable Controller
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select ASUs with new Electronic DDC Actuators and valves as outlined in the table below

ASU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
ASU-5	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-6	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-7	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-8	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-9	(1) HW Valve (1) Preheat Valve	Existing DDC	(3) Dampers
ASU-10	(1) Preheat Valve	(1) CHW Valve	(2) Dampers
ASU-11	(1) HW Valve	Existing DDC	(2) Dampers
ASU-12	Existing DDC	DX Cooling	(3) Dampers
ASU-13	No HW Valve	Existing DDC	(3) Dampers
ASU-14	(1) HW Valve	Existing DDC	(4) Dampers
ASU-18	(1) HW Valve	None	(2) Dampers
ASU-19	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-20	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-21	Existing DDC	No HW Valve	(2) Dampers
ASU-23	No HW Valve	DX Cooling	Existing DDC
ASU-24	Existing DDC	Existing DDC	Existing DDC
ASU-25	Existing DDC	Existing DDC	Existing DDC
ASU-26	Existing DDC	Existing DDC	Existing DDC
ASU-27	Existing DDC	Existing DDC	Existing DDC

Item 7 – Retrofit BACnet DDC Controls for Eighteen (18) Existing Rooftop Units (RTU-1,2,3,4,5,6,7,9,10,11,12,13,14,15,16,17,18,18)

- Field Retrofit Trane UC600 BACnet Controller
- Install and wire the U6C00 BACnet controller in the existing cabinet respective to each RTU
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless Noted Below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select RTUs with new Electronic DDC Actuators and valves as outlined in the table below

RTU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
RTU-1	Existing DDC	Existing DDC	Existing DDC
RTU-2	Existing DDC	Existing DDC	Existing DDC
RTU-3	Existing DDC	Existing DDC	Existing DDC
RTU-4	Existing DDC	Existing DDC	Existing DDC
RTU-5	Existing DDC	Existing DDC	Existing DDC
RTU-6	Existing DDC	Existing DDC	Existing DDC
RTU-7	Existing DDC	Existing DDC	Existing DDC
RTU-9	Existing DDC	Existing DDC	None
RTU-10	Existing DDC	Existing DDC	None
RTU-11	Existing DDC	Existing DDC	None
RTU-12	Existing DDC	Existing DDC	Existing DDC
RTU-13	Existing DDC	Existing DDC	Existing DDC
RTU-14	Existing DDC	Existing DDC	Existing DDC
RTU-15	Existing DDC	Existing DDC	Existing DDC
RTU-16	Existing DDC	Existing DDC	Existing DDC
RTU-17	Existing DDC	Existing DDC	Existing DDC
RTU-18	Existing DDC	Existing DDC	Existing DDC
RTU-19	Existing DDC	Existing DDC	Existing DDC

Item 8 – Retrofit BACnet DDC Controls for Forty-One (41) Existing Hot Water Reheat VAV Boxes

- Field Retrofit Trane UC210 BACnet VAV Controller with Actuator
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor
- Reuse existing DDC Hot Water Valve and Radiant Valve (Where applicable)
- Reuse existing Valve and Damper Actuator
 - All Actuators are assumed to be Voltage Signal Controlled and not Pulse Width Modulation

Item 9 – Retrofit BACnet DDC Controls for One Hundred Forty-Three (143) Hot Water Zone Reheat Coils

- Field Retrofit Seventy-Five (75) Trane UC400 BACnet Controllers
 - (1) UC400 Shall control (2) Reheat Coils
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor for One Hundred Eighteen (118) Reheat Coils
- Replace existing Pneumatic Zone Reheat Hot Water Valve
- Replace Sixty (60) Pneumatic Radiant Hot Water Valves
 - Radiant Valves located in Exterior Zones
 - Demo Existing Radiant Valve (Where accessible)
 - Relocate New DDC Radiant Valve above ceiling for future access and low voltage wiring
 - Add XM32 Expansion Module for Each Radiant Valve (60 Total)
 - Tie New DDC Radiant Valve into Respective Reheat Coil Controller

Item 10 – BACnet DDC Controls for Fifty (50) Cabinet Unit Heaters/Suspended Unit Heaters

- CUHs for Vestibules and Stairwells Shall Have Dedicated DDC Controllers
 - Field Retrofit UC400 BACnet Controller
 - Install and wire the UC400 BACnet controller in the existing enclosure
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Suspended UHs shall be tied into nearest ASU/RTU where available
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted above)

Item 11 – Standalone Controls for Thirty (30) Bathroom Radiators

- Replace existing Pneumatic Hot Water Valve with Thermostatic Danfoss Valve
- Danfoss valve is self-contained needing no wiring or thermostat
- Valve can be set to a desired temperature to mechanically open/close the control valve

Item 12 – BACnet DDC Controls for Five (5) Fin Tube Convectors (WMR 194, FTR 194B, FTR 194B, WMR 177, Tech Center, Tech Center)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Reuse Existing HW Valve & Actuator
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Field installed Space Temperature Sensor

Item 13 – BACnet DDC Controls for Sixty-Two (62) Exhaust Fan(s)

- Tie into nearest VAV/AHU/RTU Controller
- BACnet communication and tie-in to BAS
- EF Start/Stop and Status
- BAS Time of Day Scheduling Control
- Space Temperature Sensor/Interlock to OA Damper actuator where required
 - ASU/RTU Penthouses/Mechanical Rooms Each have an EF interlocked to OA Damper
 - Replace Pneumatic OA Damper Actuator with New DDC Actuator (20 total)

Item 14 – Retrofit BACnet DDC Controls for One (1) Fan Coil Units (Security Vestibule)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 15 – BACnet DDC Controls for Seven (7) Lighting Panels

- Field Retrofit UC600 BACnet Controller
- Install and wire the U600 BACnet controller in the existing Lighting Panel cabinet
 - Add additional relays where required
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Provide BAS Time of Day Scheduling for each Lighting Circuit

Item 16 – BACnet DDC Controls for Misc. Monitoring Points

- The following points will be monitored and provided at the BAS:
- Wiring for the points is existing and pulled to an existing controller (Unless noted below)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring (Unless noted below)
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
 - Seven (7) Cold Storage Temperatures
 - Four (4) Sump Pump Alarms
 - One (1) Gas Meter
 - Two (2) Electric Meters
 - Provide, Install and Wire, (2) New Electric Meters
 - Blue Pull Stations
 - Single Hardwired Contact to Tracer SC+ to initiate shut down sequence
 - Wire to New Uninterruptible Power Supplies for each Tracer SC+.
 - UPS Provided By SD214, Wired By Trane

Item 17 – Five (5) Year BAS Maintenance Agreement

- Perform Building Automation System preventative maintenance and support for a period of 5 years (beginning the date of substantial completion).
- Make a minimum of 2 complete Building Automation System inspections, in addition to normal warranty requirements. Inspections to include:
 - System Review – Review the BAS to correct programming errors, failed points, points in alarm, and points that have been overridden manually.
 - Seasonal Control Loop Tuning – Control loops are reviewed to reflect changing seasonal conditions and / or facility heating and cooling loads.
 - Sequence of operation verification – Systems all verified to be operating as designed and in automatic operation. Scheduling and setpoints are reviewed and modified.
 - Database back-up
 - Operator coaching
 - Technician shall review critical alarm log and advise owner of additional services that may be required.
 - Technician shall provide a written report to owner after each inspection.

Priority Emergency Response on BAS Calls

Trane Maintenance Agreement customers will receive PRIORITY EMERGENCY RESPONSE on service requests over non-maintenance agreement customers.

- Trane's 24-hour emergency service phone number is **(630) 734-3200**.
- Typical response time is less than two hours.
- Diagnostic and repair time will be billable at the prevailing discounted labor rates.
- Preferential treatment: Maintenance Agreement customer requests will receive priority over non-maintenance agreement customer requests.

Temperature Control Clarifications:

The following materials and/or labor are included:

- **Two (2) Year Parts and Labor Warranty on all Materials and Workmanship**
- **Five (5) Year BAS Service Agreement**
- 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
- **The scope above assumes all existing mechanical equipment is in operational order**
- **The scope above assumes all existing sensors and end devices (other than those listed above to be replaced) are in working order**
 - Existing Sensors/End devices found to be in non-working order will be noted on a case-by-case basis
 - Replacement will be scoped, price and proposed to SD214 for approval to utilize allowance for replacement
- Owner Control System Operational Training – 40 Hours
- Demo for pneumatic controls associated with field devices being retrofitted and all pneumatics in mechanical spaces. Demo is limited to back to mains or reasonable point.
- 200 Hours of Test & Balance/Commissioning Assistance

Temperature Control Exclusions:

The following materials and/or labor are not included:

- 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
- Any Asbestos Abatement required
- Tracer TU (Technician Utility) Tool is not included as part of this scope
- UPS for any of the Tracer SC+ or Unitary Controllers (UPS provided by SD214)
- **No Work Associated with ASU-1,2,3,4 or Gymnastics & Wrestling Room Unit Vents**
 - Units to be replaced in 2024 Construction Season

Temperature Control Notes:

- This proposal is valid for (30) days from date of issuance
- All work to be performed during normal business hours (Mon-Fri; 07:00-16:00, non-holidays)
- All hardware has a 2-year Warranty from installation (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Upon Completion of the Project, allowance dollars not utilized will be returned to SD214

Pricing Summary

Total Net Price John Hersey High School (Items 1-17)	\$ 2,597,744.00
ADD for Potential Change Order Allowance (~10%)	\$ 250,000.00
ADD for CS2 (John McGowan) Support and Assistance Allowance	\$ 50,000.00

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Jerry Cook Director of Operations Township High School District 214	Trane U.S. Inc.
Authorized Representative Signature:	Authorized Representative Signature:
Printed Name:	Printed Name:
Title:	Title
Purchase Order:	Signature Date:
Acceptance Date:	

Sincerely,

Charles Suhajda & Evan Kattan - Trane U.S. Inc.

7100 South Madison
Willowbrook, IL 60527-5505
Phone: (630) 734-3200
Cell: (708) 305-1952
Fax: (630) 323-9040

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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 thereof) 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)

From: Catherine Ziaja <catherine.ziaja@d214.org>
Subject: Re: SD214 JHHS BAS Installation Proposal - Trane
To: Suhajda, Charles
Cc: Jeff Daurer; Jerry Cook; Aneta Mistak; Kattan, Evan; Nicholas.Jahnke@tranetechnologies.com
Sent: March 28, 2023 11:08 AM (UTC-04:00)
Attached: D214 PO 23823063 JH BAS Install.pdf

Good Morning Charles,

PO 23823063 has been issued for the BAS Installation at John Hersey High School. A copy of the signed PO is attached for your records.

Jerry is off this week so I will send the signed proposal when he returns.

Thank you,
Cathy Z

On Tue, Mar 28, 2023 at 7:34 AM Jeff Daurer <jeff.daurer@d214.org> wrote:
Good morning Cathy,

This is the proposal I want to use to create Trane's PO (finally :)

Jeff

----- Forwarded message -----

From: **Suhajda, Charles** <Charles.Suhajda@tranetechnologies.com>
Date: Mon, Mar 27, 2023 at 5:04 PM
Subject: RE: SD214 JHHS BAS Installation Proposal - Trane
To: jerry.cook@d214.org <jerry.cook@d214.org>, Aneta Mistak - 214 <aneta.mistak@d214.org>, Jeff Daurer <jeff.daurer@d214.org>
Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>, Jahnke, Nicholas <Nicholas.Jahnke@tranetechnologies.com>

Hi Team,

After speaking with CS2 and Jeff Dauer I have added an additional allowance of \$50,000 to the proposal for CS2 (John McGowan) support during the duration of the project. Revised proposal is attached.

Trane will track the usage of John's time and report out usage on a monthly basis. Upon completion of the project, dollars that have not been utilized will be returned to the district.

As always, please give me a call with any questions or clarifications!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

From: Suhajda, Charles

Sent: Thursday, March 16, 2023 1:47 PM

To: jerry.cook@d214.org; Aneta Mistak - 214 <aneta.mistak@d214.org>; Jeff Daurer <jeff.daurer@d214.org>

Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>; Jahnke, Nicholas <Nicholas.Jahnke@tranetechnologies.com>

Subject: SD214 JHHS BAS Installation Proposal - Trane

Hi Team,

I am pleased to present the installation portion of the BAS project for John Hersey High School!

Thank you to you and your entire team to get us to this point. It has been a phenomenal team effort thus far and we're looking forward to keeping that teamwork going throughout this project as well as future projects.

As we discussed, I included a line item for the 10% allowance on the project. That will be utilized on a case by case basis should we run into any unforeseen scenarios (Additional valve replacements, defective sensors/end devices in need of replacement etc). At the culmination of the project, should funds still be available in that bucket, they will be returned to the district.

I do have a 1% bond included in the project as that was a request on the previous project. If that is not needed I can remove that and re-send the proposal.

We have already scheduled a site walk on 3/28 to inspect valve work that may require abatement and will report back with our findings so the district may solicit an abatement contractor. Would you like to have any abatement contractors in attendance for the walk through?

I am out of town next week but if we would like to huddle together tomorrow afternoon via a teams meeting to review and answer any questions I am available!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

--

Catherine Ziaja

Assistant to the Director of Operations

Township High School District 214

2123 S Arlington Heights Rd | Arlington Heights, IL 60005

tel: 847-718-7620 | fax: 847-718-7768

catherine.ziaja@d214.org

www.d214.org

**Temporary Location*

District office hours are Monday through Friday 7:00 to 15:30

Purchase Order

Forest View Educational Center
2121 South Goebbert Road

No.23823063

1

Arlington Heights IL 60005

Tax Exempt #E9997-7168-07

PO # must be on all correspondence

PO Date: 03/24/2023
PO Issued To:
Trane Us Inc
7100 S Madison St
WILLOWBROOK IL 60527

Questions ? Reply to email used to send PO

Ext: **Account:**
Ship To:
John Hersey High School
Attn: Cook, Jerry
1900 E. Thomas Street
Arlington Heights IL 60004
(847) 718-4800

Contact: **Location:** Buildings and Grounds
Phone: (630) 455-9900 **Fax:** (630) 323-7420 **Project:** Undesignated **Req #:** 3823414
Reference: JH 2023 BAS Installation **Date Required:** 04/07/2023 **Award Number:**

Line	Qty	Unit	Part #	Description	Unit Price	Extended	Tax	Freight
1	1.00			2023 BAS INSTALLATION AT JOHN HERSEY HIGH SCHOOL. NET PRICE FOR ITEMS 1 THROUGH 17 IN ATTACHED PROPOSAL DATED MARCH 16, 2023; COOPERATIVE QUOTE NUMBER R1-191087-23-001; COOPERATIVE CONTRACT NUMBER: OMNIA RACINE #3341.	2,597,744.00	2,597,744.00	0.00	0.00
2	1.00	0		POTENTIAL CHANGE ORDER ALLOWANCE (~10%)	250,000.00	250,000.00	0.00	0.00
3	1.00	EA		CS2 SUPPORT AND ASSISTANCE ALLOWANCE	50,000.00	50,000.00	0.00	0.00

Special PO Instructions: PROPOSAL DATED MARCH 16, 2023; COOPERATIVE QUOTE NUMBER R1-191087-23-001; COOPERATIVE CONTRACT NUMBER: OMNIA RACINE #3341.. SITE CONTACT THROUGH JUNE 30, 2023 IS THE BUILDING AND GROUNDS SUPERVISOR, MIKE PIERCE. O: 847.718.4915 E: mike.pierce@d214.org

APPROVAL SIGNATURES:



Sub-Total:	\$2,897,744.00
Freight:	\$0.00
Tax:	\$0.00
Total Amount:	\$2,897,744.00

Received By: _____

Notes:

By accepting this PO, vendor agrees to Buyer's terms & conditions found at www.d214.org/vendors.
Email invoices to accounts.payable@d214.org. Each PO must be invoiced separately.

Order Via: Email

VENDOR COPY

From: valery.ridgway@tranetechnologies.com <valery.ridgway@tranetechnologies.com>
Subject: Acknowledged Purchase Document from Trane: R190872 TOWNSHIP HIGH SCHOOL DISTRICT 214
To: jerry.cook@d214.org
Cc: valery.ridgway@tranetechnologies.com
Sent: April 4, 2023 7:29 PM (UTC-04:00)
Attached: purchase.R190872_2897744.pdf

Date: 04/04/2023
Customer Account #: 2516649
Purchase Order Number: 23823063
Trane Job Number: R190872
Project Name: SD214 John Hersey HS BAS Inst
Amount: \$2,897,744*
* Excluding any applicable tax

TOWNSHIP HIGH SCHOOL DISTRICT 214,
Trane would like to take this opportunity to thank you for your valued order. Your acknowledged Purchase Document is attached for your records. Please forward to internal departments as necessary.

This is an automated email. This email is separate from any shipping activities. Please refer any questions on this job to your local office contact below (also cc'd).

Valery Ridgway
Valery.ridgway@tranetechnologies.com

Purchase Order

Forest View Educational Center
2121 South Goebbert Road

No.23823063

1

Arlington Heights IL 60005

Trane U.S. Inc.

By: 
Theodore L. Mutzner, Sr. Contract Manager

* NOTE: Subject to the Omnia - Racine County Contract # 3341 and Trane's Terms and Conditions as referenced in Trane Proposal dated 03/27/2023.

Email invoices to accounts.payable@d214.org. Each PO must be invoiced separately.

Order Via: Email

VENDOR COPY

From: Catherine Ziaja <catherine.ziaja@d214.org>
Subject: Re: SD214 JHHS BAS Installation Proposal - Trane
To: Suhajda, Charles
Cc: Jeff Daurer; Jerry Cook; Aneta Mistak; Kattan, Evan; Nicholas.Jahnke@tranetechnologies.com
Sent: April 5, 2023 10:01 AM (UTC-04:00)
Attached: D214 Signed JHHS BAS Installation 3.27.23 REV.pdf

Good morning Charles,

A copy of the signed proposal is attached for your records.

Thank you,
Cathy Z

On Tue, Mar 28, 2023 at 10:08 AM Catherine Ziaja <catherine.ziaja@d214.org> wrote:
Good Morning Charles,

PO 23823063 has been issued for the BAS Installation at John Hersey High School. A copy of the signed PO is attached for your records.

Jerry is off this week so I will send the signed proposal when he returns.

Thank you,
Cathy Z

On Tue, Mar 28, 2023 at 7:34 AM Jeff Daurer <jeff.daurer@d214.org> wrote:
Good morning Cathy,

This is the proposal I want to use to create Trane's PO (finally :)

Jeff

----- Forwarded message -----

From: **Suhajda, Charles** <Charles.Suhajda@tranetechnologies.com>
Date: Mon, Mar 27, 2023 at 5:04 PM
Subject: RE: SD214 JHHS BAS Installation Proposal - Trane
To: jerry.cook@d214.org <jerry.cook@d214.org>, Aneta Mistak - 214 <aneta.mistak@d214.org>, Jeff Daurer <jeff.daurer@d214.org>
Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>, Jahnke, Nicholas <Nicholas.Jahnke@tranetechnologies.com>

Hi Team,

After speaking with CS2 and Jeff Daurer I have added an additional allowance of \$50,000 to the proposal for CS2 (John McGowan) support during the duration of the project. Revised proposal is attached.

Trane will track the usage of John's time and report out usage on a monthly basis. Upon completion of the project, dollars that have not been utilized will be returned to the district.

As always, please give me a call with any questions or clarifications!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

From: Suhajda, Charles

Sent: Thursday, March 16, 2023 1:47 PM

To: jerry.cook@d214.org; Aneta Mistak - 214 <aneta.mistak@d214.org>; Jeff Daurer <jeff.daurer@d214.org>

Cc: Kattan, Evan <Evan.Kattan@tranetechnologies.com>; Jahnke, Nicholas

<Nicholas.Jahnke@tranetechnologies.com>

Subject: SD214 JHHS BAS Installation Proposal - Trane

Hi Team,

I am pleased to present the installation portion of the BAS project for John Hersey High School!

Thank you to you and your entire team to get us to this point. It has been a phenomenal team effort thus far and we're looking forward to keeping that teamwork going throughout this project as well as future projects.

As we discussed, I included a line item for the 10% allowance on the project. That will be utilized on a case by case basis should we run into any unforeseen scenarios (Additional valve replacements, defective sensors/end devices in need of replacement etc). At the culmination of the project, should funds still be available in that bucket, they will be returned to the district.

I do have a 1% bond included in the project as that was a request on the previous project. If that is not needed I can remove that and re-send the proposal.

We have already scheduled a site walk on 3/28 to inspect valve work that may require abatement and will report back with our findings so the district may solicit an abatement contractor. Would you like to have any abatement contractors in attendance for the walk through?

I am out of town next week but if we would like to huddle together tomorrow afternoon via a teams meeting to review and answer any questions I am available!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

--

Catherine Ziaja

Assistant to the Director of Operations

Township High School District 214

2123 S Arlington Heights Rd | Arlington Heights, IL 60005

tel: 847-718-7620 | fax: 847-718-7768
catherine.ziaja@d214.org
www.d214.org

**Temporary Location*
District office hours are Monday through Friday 7:00 to 15:30

--

Catherine Ziaja
Assistant to the Director of Operations
Township High School District 214

2123 S Arlington Heights Rd | Arlington Heights, IL 60005
tel: 847-718-7620 | fax: 847-718-7768
catherine.ziaja@d214.org
www.d214.org

**Temporary Location*
District office hours are Monday through Friday 7:00 to 15:30



SD214 John Hersey High School 2023 BAS Installation Proposal

Prepared For: Jerry Cook
Director of Operations
Township High School District 214

Date: 3/27/2023

Cooperative Quote Number: R1-191087-23-001

Cooperative Contract Number: OMNIA Racine #3341

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

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Executive Summary

The following scope and pricing pertain to the replacement of existing, legacy Schneider Andover controls at John Hersey High School, The intent of this project is to provide a new Trane Tracer Building Automation System which includes, Field Investigation, Engineering, Installation, Programming, Graphics and System Commissioning Assistance. Most, if not all the existing programming is custom (no existing BACnet controllers). This scope is inclusive of controller replacements only (unless noted otherwise in the scope below). Sensors and End devices found in non-working order will be addressed on a case-by-case basis. Quantities and scope were compiled based on existing mechanical plans, access to the existing Schneider Front End and site surveys performed on 1/24/2023, 2/22/23, 3/2/23. SD214 is requiring a seamless conversion with the majority of the graphic and control points to match the current BAS. During this process, the Trane team will aim to replicate existing program and implement optimization of existing sequences where opportunity arises.

Scope of Work:

Item 1 – Trane Tracer SC+ HTML5 Web-based BACnet Building Automation System (BAS)

- Provide, install and wire One (1) Tracer SC+ Application Front End Controller
- Provide, install and wire Three (3) Tracer SC+ Base Front End Controllers
- Provide and wire 120VAC power to the Tracer SC+ panel location
- Wireless BACnet communication to BACnet unit controllers
- Provide, install and wire Twenty (20) Wireless BACnet WCI radios
- **SD214 to Provide and wire one (1) Cat-5 IP network cable from the buildings IT infrastructure to each of the Tracer SC+ BAS locations**
- HTML5 Web-based BACnet BAS (BACnet IP, BACnet MS/TP, BACnet ZigBee, Modbus and LonTalk capability included as standard, without additional licensing required)
- Tracer BAS Compatible with PC, Mobile Device and Tablet Browsers (No JAVA Required)
- Tracer BAS “App” for alarm retrieval, setpoint changes and quick overrides is a free download for anyone on Apple iOS and Google Android devices (search: “Trane BAS Operator Suite”)
- Optimal Start/Stop Scheduling, 90-Day Standard Graphical Data Logs, Custom Graphical Data Logs Support 125,000 Samples Per Point (>3 Years of Trend Storage at 15 Minute Intervals), Advanced Alarm Management (Email alarming, Time-based routing, 1000+ Alarm Storage), Setpoint Adjustment, Expiring Overrides, Reports including “All Points in Override Report”

- All BACnet controllers are BTL listed to ensure Open System compatibility
- Tracer TU Test and Balance Software included for T&B contractor
- Trane Chicago Energy Center remote access and BAS telephone support is included free for Tracer SC+ customers during normal business hours during the warranty period: (630) 734-6159
- TraneConnect secure VPN remote customer access to Tracer SC+ is included
- Custom Programmed Sequences of Operation
- 3D Photorealistic Animated HVAC Equipment Graphics
- Owner Control System Operational Training – 50 Hours

Item 2 – Trane Tracer Ensemble Cloud Web-based BACnet Building Automation System (BAS)

- Provide (5) Years of Tracer Ensemble Cloud, a secure BAS website accessible from the internet, hosted and managed by Trane (customer has no server to maintain and secure, no updates to apply, free on-going software upgrades and automatic data backups)
- **After (5) years, renewal of the hosting service shall be fulfilled under a separate contract between Trane and SD214**
- Tracer Ensemble provides 10+ Years of Data Log storage
- Tracer Ensemble utilizes Tracer SC+ hardware for communication to unit controllers and Tracer SC+ UI/software for BAS configuration and setup
- Tracer Ensemble provides multi-site management capability for any BACnet IP based system
- Tracer Ensemble multi-site management tools include Global Scheduling, Global Setpoints
- Tracer Ensemble provides future expansion capability for any BACnet IP based system (e.g. Access Control/Security, Lighting Control, Elevators, Generators, Cameras)
- Setup Tracer Ensemble deep-linking to Tracer SC+ web UI for one-click access into Tracer SC+ configuration web pages from the Tracer Ensemble UI
- Provide and setup the Tracer Ensemble User Change Log (for logging user logins/logouts, schedule changes, setpoint changes, etc.)
- Provide and setup the Custom Dashboard Graphics Tool for user-created Dashboard functionality

Item 3 – BACnet DDC Controls for One (1) Air-Cooled Chilled Water Plant/Ice Storage Plant

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Air-Cooled Chillers
- DDC Control for Two (2) Primary Chilled Water Pumps
- DDC Control for Two (2) Secondary Chilled Water Pumps
- DDC Control for Two (2) Ice Tank Pumps
- Reuse the existing main enclosure, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- **Tracer SC+ Chiller Plant Manager Application for user-friendly chiller plant management:**
 - Chiller Staging, Chiller Sequencing, Lead/Lag Rotation, Fail Rotation
 - Chiller Plant Enable/Disable, Chiller/Pump Rotation Scheduling

Item 4 – BACnet DDC Controls for One (1) Heating Hot Water System

- Field Retrofit UC600 Programmable Controller with 7" Color Touchscreen Operator Display
 - Consolidate Existing control panels into a single chiller plant control panel
- BACnet communication and tie-in to BAS
- DDC Control for Two (2) Boilers
- DDC Control for Two (2) Primary Hot Water Pumps
- DDC Control for Two (2) Secondary Hot Water Pumps
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS

Item 5 – BACnet DDC Controls for One (1) Backup Generator

- Field Retrofit UC600 BACnet Controller
- Install and wire the UC600 BACnet controller in the existing enclosure
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 6 – BACnet DDC Controls for Nineteen (19) Air Handling Units (ASU-5,6,7,8,9,10,11,12,13,14,18,19, 20,21,23,24,25,26)

- Field Retrofit UC600 Programmable Controller
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select ASUs with new Electronic DDC Actuators and valves as outlined in the table below

ASU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
ASU-5	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-6	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-7	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-8	(1) HW Valve (2) Preheat Valves	Existing DDC	(2) Dampers
ASU-9	(1) HW Valve (1) Preheat Valve	Existing DDC	(3) Dampers
ASU-10	(1) Preheat Valve	(1) CHW Valve	(2) Dampers
ASU-11	(1) HW Valve	Existing DDC	(2) Dampers
ASU-12	Existing DDC	DX Cooling	(3) Dampers
ASU-13	No HW Valve	Existing DDC	(3) Dampers
ASU-14	(1) HW Valve	Existing DDC	(4) Dampers
ASU-18	(1) HW Valve	None	(2) Dampers
ASU-19	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-20	(1) HW Valve	No CHW Valve	(2) Dampers
ASU-21	Existing DDC	No HW Valve	(2) Dampers
ASU-23	No HW Valve	DX Cooling	Existing DDC
ASU-24	Existing DDC	Existing DDC	Existing DDC
ASU-25	Existing DDC	Existing DDC	Existing DDC
ASU-26	Existing DDC	Existing DDC	Existing DDC
ASU-27	Existing DDC	Existing DDC	Existing DDC

Item 7 – Retrofit BACnet DDC Controls for Eighteen (18) Existing Rooftop Units (RTU-1,2,3,4,5,6,7,9,10,11,12,13,14,15,16,17,18,18)

- Field Retrofit Trane UC600 BACnet Controller
- Install and wire the U6C00 BACnet controller in the existing cabinet respective to each RTU
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless Noted Below)
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Replace Pneumatic Damper Actuator and Valves on Select RTUs with new Electronic DDC Actuators and valves as outlined in the table below

RTU Tag	Pneumatic HW Valve	Pneumatic Chilled Water Valve	Pneumatic Damper Actuator
RTU-1	Existing DDC	Existing DDC	Existing DDC
RTU-2	Existing DDC	Existing DDC	Existing DDC
RTU-3	Existing DDC	Existing DDC	Existing DDC
RTU-4	Existing DDC	Existing DDC	Existing DDC
RTU-5	Existing DDC	Existing DDC	Existing DDC
RTU-6	Existing DDC	Existing DDC	Existing DDC
RTU-7	Existing DDC	Existing DDC	Existing DDC
RTU-9	Existing DDC	Existing DDC	None
RTU-10	Existing DDC	Existing DDC	None
RTU-11	Existing DDC	Existing DDC	None
RTU-12	Existing DDC	Existing DDC	Existing DDC
RTU-13	Existing DDC	Existing DDC	Existing DDC
RTU-14	Existing DDC	Existing DDC	Existing DDC
RTU-15	Existing DDC	Existing DDC	Existing DDC
RTU-16	Existing DDC	Existing DDC	Existing DDC
RTU-17	Existing DDC	Existing DDC	Existing DDC
RTU-18	Existing DDC	Existing DDC	Existing DDC
RTU-19	Existing DDC	Existing DDC	Existing DDC

Item 8 – Retrofit BACnet DDC Controls for Forty-One (41) Existing Hot Water Reheat VAV Boxes

- Field Retrofit Trane UC210 BACnet VAV Controller with Actuator
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor
- Reuse existing DDC Hot Water Valve and Radiant Valve (Where applicable)
- Reuse existing Valve and Damper Actuator
 - All Actuators are assumed to be Voltage Signal Controlled and not Pulse Width Modulation

Item 9 – Retrofit BACnet DDC Controls for One Hundred Forty-Three (143) Hot Water Zone Reheat Coils

- Field Retrofit Seventy-Five (75) Trane UC400 BACnet Controllers
 - (1) UC400 Shall control (2) Reheat Coils
- Reuse existing metal enclosure
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse existing 24VAC power
- Field installed Discharge Air Temperature Sensor for One Hundred Eighteen (118) Reheat Coils
- Replace existing Pneumatic Zone Reheat Hot Water Valve
- Replace Sixty (60) Pneumatic Radiant Hot Water Valves
 - Radiant Valves located in Exterior Zones
 - Demo Existing Radiant Valve (Where accessible)
 - Relocate New DDC Radiant Valve above ceiling for future access and low voltage wiring
 - Add XM32 Expansion Module for Each Radiant Valve (60 Total)
 - Tie New DDC Radiant Valve into Respective Reheat Coil Controller

Item 10 – BACnet DDC Controls for Fifty (50) Cabinet Unit Heaters/Suspended Unit Heaters

- CUHs for Vestibules and Stairwells Shall Have Dedicated DDC Controllers
 - Field Retrofit UC400 BACnet Controller
 - Install and wire the UC400 BACnet controller in the existing enclosure
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Suspended UHs shall be tied into nearest ASU/RTU where available
 - Replace Twenty-Five (25) Pneumatic Valves with new DDC Control valve
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted above)

Item 11 – Standalone Controls for Thirty (30) Bathroom Radiators

- Replace existing Pneumatic Hot Water Valve with Thermostatic Danfoss Valve
- Danfoss valve is self-contained needing no wiring or thermostat
- Valve can be set to a desired temperature to mechanically open/close the control valve

Item 12 – BACnet DDC Controls for Five (5) Fin Tube Convectors (WMR 194, FTR 194B, FTR 194B, WMR 177, Tech Center, Tech Center)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Reuse Existing HW Valve & Actuator
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 120/24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Field installed Space Temperature Sensor

Item 13 – BACnet DDC Controls for Sixty-Two (62) Exhaust Fan(s)

- Tie into nearest VAV/AHU/RTU Controller
- BACnet communication and tie-in to BAS
- EF Start/Stop and Status
- BAS Time of Day Scheduling Control
- Space Temperature Sensor/Interlock to OA Damper actuator where required
 - ASU/RTU Penthouses/Mechanical Rooms Each have an EF interlocked to OA Damper
 - Replace Pneumatic OA Damper Actuator with New DDC Actuator (20 total)

Item 14 – Retrofit BACnet DDC Controls for One (1) Fan Coil Units (Security Vestibule)

- Field Retrofit UC400 BACnet Controller
- Install and wire the UC400 BACnet controller in the existing enclosures
- Wireless BACnet communication and tie-in to BAS
- Field installed Wireless Space Temperature Sensor (15-year battery life, 2-AA batteries, included)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips

Item 15 – BACnet DDC Controls for Seven (7) Lighting Panels

- Field Retrofit UC600 BACnet Controller
- Install and wire the U600 BACnet controller in the existing Lighting Panel cabinet
 - Add additional relays where required
- Wireless BACnet communication and tie-in to BAS
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips
- Technician integration of each controller in the BAS including 3D animated photorealistic equipment graphics, data logs setup, alarm routing setup, adjustable setpoints and all available BACnet data points integrated into the BAS
- Provide BAS Time of Day Scheduling for each Lighting Circuit

Item 16 – BACnet DDC Controls for Misc. Monitoring Points

- The following points will be monitored and provided at the BAS:
- Wiring for the points is existing and pulled to an existing controller (Unless noted below)
- Reuse the existing enclosures, 24VAC power wiring & demo low voltage control wiring (Unless noted below)
- Reuse all existing controls end devices including but not limited to relays, current switches, flow switches, differential pressure switches, differential pressure transducers, dampers, damper actuators, valves, valve actuators, freezestats, static pressure cutout switches, transformers and terminal strips (Unless noted below)
 - Seven (7) Cold Storage Temperatures
 - Four (4) Sump Pump Alarms
 - One (1) Gas Meter
 - Two (2) Electric Meters
 - Provide, Install and Wire, (2) New Electric Meters
 - Blue Pull Stations
 - Single Hardwired Contact to Tracer SC+ to initiate shut down sequence
 - Wire to New Uninterruptible Power Supplies for each Tracer SC+.
 - UPS Provided By SD214, Wired By Trane

Item 17 – Five (5) Year BAS Maintenance Agreement

- Perform Building Automation System preventative maintenance and support for a period of 5 years (beginning the date of substantial completion).
- Make a minimum of 2 complete Building Automation System inspections, in addition to normal warranty requirements. Inspections to include:
 - System Review – Review the BAS to correct programming errors, failed points, points in alarm, and points that have been overridden manually.
 - Seasonal Control Loop Tuning – Control loops are reviewed to reflect changing seasonal conditions and / or facility heating and cooling loads.
 - Sequence of operation verification – Systems all verified to be operating as designed and in automatic operation. Scheduling and setpoints are reviewed and modified.
 - Database back-up
 - Operator coaching
 - Technician shall review critical alarm log and advise owner of additional services that may be required.
 - Technician shall provide a written report to owner after each inspection.

Priority Emergency Response on BAS Calls

Trane Maintenance Agreement customers will receive PRIORITY EMERGENCY RESPONSE on service requests over non-maintenance agreement customers.

- Trane's 24-hour emergency service phone number is **(630) 734-3200**.
- Typical response time is less than two hours.
- Diagnostic and repair time will be billable at the prevailing discounted labor rates.
- Preferential treatment: Maintenance Agreement customer requests will receive priority over non-maintenance agreement customer requests.

Temperature Control Clarifications:

The following materials and/or labor are included:

- **Two (2) Year Parts and Labor Warranty on all Materials and Workmanship**
- **Five (5) Year BAS Service Agreement**
- 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
- **The scope above assumes all existing mechanical equipment is in operational order**
- **The scope above assumes all existing sensors and end devices (other than those listed above to be replaced) are in working order**
 - Existing Sensors/End devices found to be in non-working order will be noted on a case-by-case basis
 - Replacement will be scoped, price and proposed to SD214 for approval to utilize allowance for replacement
- Owner Control System Operational Training – 40 Hours
- Demo for pneumatic controls associated with field devices being retrofitted and all pneumatics in mechanical spaces. Demo is limited to back to mains or reasonable point.
- 200 Hours of Test & Balance/Commissioning Assistance

Temperature Control Exclusions:

The following materials and/or labor are not included:

- 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
- Any Asbestos Abatement required
- Tracer TU (Technician Utility) Tool is not included as part of this scope
- UPS for any of the Tracer SC+ or Unitary Controllers (UPS provided by SD214)
- **No Work Associated with ASU-1,2,3,4 or Gymnastics & Wrestling Room Unit Vents**
 - Units to be replaced in 2024 Construction Season

Temperature Control Notes:

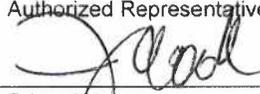
- This proposal is valid for (30) days from date of issuance
- All work to be performed during normal business hours (Mon-Fri; 07:00-16:00, non-holidays)
- All hardware has a 2-year Warranty from installation (not to exceed 18 months from shipment)
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Upon Completion of the Project, allowance dollars not utilized will be returned to SD214

Pricing Summary

Total Net Price John Hersey High School (Items 1-17)\$ 2,597,744.00

ADD for Potential Change Order Allowance (~10%).....\$ 250,000.00

ADD for CS2 (John McGowan) Support and Assistance Allowance.....\$ 50,000.00

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Jerry Cook Director of Operations Township High School District 214	Trane U.S. Inc.
Authorized Representative Signature: 	Authorized Representative Signature:
Printed Name: JERRY COOK	Printed Name:
Title: DIRECTOR OF OPERATIONS	Title
Purchase Order: 23823063	Signature Date:
Acceptance Date: 04/04/2023	

Sincerely,

Charles Suhajda & Evan Kattan - Trane U.S. Inc.

7100 South Madison
Willowbrook, IL 60527-5505
Phone: (630) 734-3200
Cell: (708) 305-1952
Fax: (630) 323-9040

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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's 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 Services 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. **Cealed 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)

EXHIBIT 5

From: Linas Paul <linas.paul@d214.org>
Subject: Trane Trip
To: Aneta Mistak; Jerry Cook
Sent: February 23, 2023 8:57 AM (UTC-05:00)

I emailed Charles regarding the trip. He informed me everything is covered by trane 100%, flights, hotel, everything.

Linas Paul

Central Maintenance, Master, HVAC
High School District 214

2121 South Goebbert Road | Arlington Heights, Illinois 60005
tel: 847-718-7525
linas.paul@d214.org

EXHIBIT 6

From: Suhajda, Charles <Charles.Suhajda@tranetechnologies.com>
Subject: RE: Kentucky Trip Details
To: Jerry Cook
Cc: Linas Paul; Kattan, Evan
Sent: April 5, 2023 2:59 PM (UTC-04:00)

Likewise sir!

Just a note that the horse track is cash for betting. They have ATMs available but if you want to pull some cash ahead of time that might be a good move to avoid lines.

Best,

Charles Suhajda
Sales Engineer
Upper Midwest
Trane Commercial HVAC North America

7100 S. Madison Street
Willowbrook, IL 60527
USA

+1 708.305.1952 Cell
Trane Technologies
charles.suhajda@tranetechnologies.com



TRANE

TRANE
TECHNOLOGIES

From: Jerry Cook <jerry.cook@d214.org>
Sent: Tuesday, April 4, 2023 8:53 AM
To: Suhajda, Charles <Charles.Suhajda@tranetechnologies.com>
Cc: Linas Paul <linas.paul@d214.org>; Kattan, Evan <Evan.Kattan@tranetechnologies.com>
Subject: Re: Kentucky Trip Details

Alert: This is an external email.

Thank you, Charles

I'm looking forward to it.

Jerry Cook
Director of Operations
High School District 214
2123 Arlington Heights Rd
Arlington Heights, IL

jerry.cook@d214.org
Twitter: @jercook73

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org.

On Tue, Apr 4, 2023 at 8:36 AM Suhajda, Charles <Charles.Suhajda@tranetechnologies.com> wrote:

Good Morning Gents!

We're a few short days away from the trip to Kentucky (This Thursday AM). It looks like it may be a bit cooler the few days we are there but we will have a large indoor section at the racetrack that will shield us from the elements so no worries there. Attire at the racetrack is jacket and tie (Sport jacket, bowtie or normal tie). Feel free to really go all out on the outfit if you like. I know Linas is dusting off some baby blue pants as we speak ha.

Just wanted to shoot a few details so you have them handy:

Flight Info

United 3607

Departs from ORD at 7:20AM

Confirmation Numbers

Jerry: F4ZR10

Linas: PGDPRN

Looking forward to the trip! We have a great group going and it should be a blast.

Let me know if you guys have any questions!

Best,

Charles Suhajda

Sales Engineer

Upper Midwest

Trane Commercial HVAC North America

7100 S. Madison Street

Willowbrook, IL 60527

USA

+1 708.305.1952 Cell

Trane Technologies

charles.suhajda@tranetechnologies.com



TRANE
TECHNOLOGIES

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org

All e-mail correspondence to and from this address is subject to the Acceptable Use Policies of District 214, which may result

in monitoring and disclosure to third parties, including law enforcement. Any views or opinions presented in this e-mail are solely those of the author and might not represent those of Township High School District 214.

EXHIBIT 7

Request #	Expense Type	Vendor	Business Guests	Total Cost	Total # of Business Guests	Cost per Guest
2.a.	Box Lunch at KCC	TST Marks Feed Stores	Cook and Paul	\$519.64	35	\$14.85

CREATE EXPENSE REPORT: SUBMIT FOR APPROVAL



BECKY MCCLELLAN • XXXX-XXXX-XXXX-XXXX • C/O ERIC DUVAL - 2716 GRASSLAND DR • LOUISVILLE , KY 402992526

4708002697 - Expense Report 4708002697 - Completed

Report Summary

	Amount
Card Transaction Expenses:	13,229.71
Mileage Transaction Expenses:	0.00
Cash Transaction Expenses:	0.00
Expense Total:	13,229.71
Amount Due to Employee:	0.00
Amount Due on Card:	13,229.71

CARD TRANSACTIONS

Posting Date	Transaction Date	Description	Transaction Amount
04/04/2023	04/03/2023	[REDACTED]	[REDACTED]
04/07/2023	04/06/2023	TST MARKS FEED STORES	519.64
04/17/2023	04/13/2023	[REDACTED]	[REDACTED]
04/18/2023	04/17/2023	[REDACTED]	[REDACTED]
04/20/2023	04/19/2023	[REDACTED]	[REDACTED]
04/24/2023	04/21/2023	[REDACTED]	[REDACTED]
04/24/2023	04/21/2023	[REDACTED]	[REDACTED]
04/24/2023	04/22/2023	[REDACTED]	[REDACTED]
04/27/2023	04/26/2023	[REDACTED]	[REDACTED]
04/28/2023	04/27/2023	[REDACTED]	[REDACTED]
04/28/2023	04/28/2023	[REDACTED]	[REDACTED]
		Subtotal	[REDACTED]

Request #	Expense Type	Vendor	Business Guests	Cost per Guest	Total # of Business Guests	Total Cost
2.b. / 2.c.	Bulleit tour and dinner	Bulleit Distilling Co.	Cook and Paul	\$119.70	35	\$4,189.54
2.e.	Bottle of whiskey	Bulleit Distilling Co.	Cook	\$55.06	1	\$55.06
2.e.	Bottle of whiskey	Bulleit Distilling Co.	Paul	\$79.50	1	\$79.50
2.d.	Keeneland Racetrack admission tickets	Keeneland Assocation	Cook and Paul	\$25	30	\$750.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Suhajda, Cook, and Paul	\$36.40	3	\$109.20
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Suhajda and Paul	\$16	2	\$32
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Suhajda and Paul	\$13.50	2	\$27
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Suhajda and Paul	\$15.00	2	\$30.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Kattan, Cook, and Paul	\$15.67	3	\$47.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Kattan, Cook, and Paul	\$10.34	3	\$31.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Kattan, Cook, and Paul	\$5.34	3	\$16.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Kattan, Cook, and Paul	\$20.00	3	\$60.00
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Kattan, Cook, and Paul	\$10.00	3	\$30.00
2.e.	Food and beverage	Belles Bar	Suhajda, Cook, and Paul	\$26.81	3	\$80.42
2.e.	Food and Beverage	Bigg Blue Martini Bar (Hilton Hotel)	Kattan, Cook, and Paul	\$36.54	3	\$109.62
Verbal	Airfare	United Airlines	Cook	\$322.95	1	\$322.95
Verbal	Airfare	United Airlines	Paul	\$322.95	1	\$322.95
Verbal	Lodging (1 night)	Hilton Lexington	Cook	\$184.56	1	\$184.56
Verbal	Lodging (1 night)	Hilton Lexington	Paul	\$184.56	1	\$184.56

Request #	Expense Type	Vendor	Business Guest	Cost per Guest
2.a	Box lunch at KCC	TST Marks Feed Stores	Cook	\$14.85
2.b. / 2.c.	Bulleit tour and dinner	Bulleit Distilling Co.	Cook	\$119.70
2.b / 2.c	Bottle of whiskey	Bulleit Distilling Co.	Cook	\$55.06
2.d.	Keeneland Racetrack admission tickets	Keeneland Assocation	Cook	\$25
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Cook	\$97.75
2.e.	Food and beverage	Belles Bar	Cook	\$26.81
2.e.	Food and Beverage	Bigg Blue Martini Bar (Hilton Hotel)	Cook	\$36.54
Verbal	Airfare	United Airlines	Cook	\$322.95
Verbal	Lodging (1 night)	Hilton Lexington	Cook	\$184.56

Request #	Expense Type	Vendor	Business Guest	Cost per Guest
2.a	Box lunch at KCC	TST Marks Feed Stores	Paul	\$14.85
2.b. / 2.c.	Bulleit tour and dinner	Bulleit Distilling Co.	Paul	\$119.70
2.b / 2.c	Bottle of whiskey	Bulleit Distilling Co.	Paul	\$79.50
2.d.	Keeneland Racetrack admission tickets	Keeneland Assocation	Paul	\$25
2.e.	Food and beverage at Keeneland Racetrack	Keeneland Assocation	Paul	\$142.25
2.e.	Food and beverage	Belles Bar	Paul	\$26.81
2.e.	Food and Beverage	Bigg Blue Martini Bar (Hilton Hotel)	Paul	\$36.54
Verbal	Airfare	United Airlines	Paul	\$322.95
Verbal	Lodging (1 night)	Hilton Lexington	Paul	\$184.56



Invoice #: 0112
Invoice Type: Regular
Timezone: US/Eastern
Opened: Mar 07, 2023
Due: Mar 10, 2023
From: Bulleit Distilling Company
Customer: Trane Technologies

Shipping address:

Bulleit Frontier Whiskey
3464 Benson Pike

Customer information:

Trane Technologies

Product	Price per unit	Quantity	Total
Catering	1784.00	1	\$1784.00
Private Tour	35.00	35	\$1225.00
Room Rental	1000.00	1	\$1000.00
	Subtotal:		\$4009.00
	Additional discounts:		\$0.00
	Total tax:		\$180.54
	Shipping:		\$0.00
	Total:		\$4189.54

Payments

Source	Date	Amount
Online payment	Mar 08, 2023	\$4189.54
	Balance paid:	\$4189.54
	Amount due:	\$0.00

Bulleit Distilling Co Invoice

Please review the invoice, then click "View & Pay Invoice".

This invoice was created with Shopventory.



Bulleit Distilling Co
2454 BELMONT AVE
MICHIGANVILLE, KY 40055
502.647.7799

06-Apr-2023 4:42:22P
Transaction 041292

1	Bulleit 10yr 250ml	\$12.00
1	HD Frontier Charcoal/ Orange L	\$50.00
Subtotal		\$102.00
KY Sales Tax	6%	\$6.12
Total		\$108.12
CREDIT CARD SALE		\$108.12
VISA 9891		

Retain this copy for statement validation

Station: Station 2
06-Apr-2023 4:52:44P
\$108.12 | Method: EMV
VISA CREDIT XXXXXXXXXX9891
CHARLES SUHAJDA
Reference ID: 30960662854 | Auth ID:
096868
MD: *****4893
AID: A0000000031810
Authw34m: VISA

Online: <https://clover.com/p/JC2S77CE6YG6>



JC2S77CE6YG6



Bulleit Distilling Co

3464 BENSON PIKE
SHELBYVILLE, KY 40065
5026475799

06-Apr-2023 4:50:11P

Transaction 120873

1 Bulleit Single Barrel 750ml \$75.00

Subtotal \$75.00

KY Sales Tax 6% \$4.50

Total \$79.50

CREDIT CARD SALE \$79.50
VISA 1046

Retain this copy for statement validation

Station: Station 1

06-Apr-2023 4:50:32P

\$79.50 | Method: EMV

Visa Credit XXXXXXXXXXXXX1046

EVAN KATTAN

Reference ID: 309600607837 | Auth ID:
081391

MID: *****4883

AID: A0000000031010

AthNtwkNm: VISA

Online: <https://clover.com/p/65S9S49GY3T9A>



65S9S49GY3T9A

Clover ID: TBDZDXQJJD8KG
Payment 65S9S49GY3T9A

Clover Privacy Policy
<https://clover.com/privacy>



Billing Customer:

DIRECTOR OF RACING AND SALES ADMINISTRATION
Ashley Whalen
Keeneland Association
Lexington, KY, 40588
Phone:
Email: AWHALEN@KEENELAND.COM

Invoice / Receipt

Order # Order Date
296749081 Feb 13, 2023 9:00 AM
Invoice Date Sales Rep

TICKETS	QTY	PRICE TYPE - PRICE ZONE	PRICE EACH	AMOUNT
Keeneland Club Guest Ticket : Friday, April 7, 2023 April 07, 2023 01:00 PM Seating Information Club Guest,	30	Club Guest Ticket Override - Club Guest	\$25.00	\$750.00

PAYMENTS	DATE	TYPE	MEMO	TOTAL
Internal	Feb 13, 2023 9:00 AM	reserve		\$0.00
Internal	Feb 14, 2023 3:05 PM	adjust		\$0.00
MasterCard	Feb 14, 2023 3:06 PM	payment	*****5446	\$50.00
Visa	Feb 15, 2023 1:19 PM	payment	*****0222	\$700.00

Please Remit Payment To:
Keeneland Association, Inc
4201 Versailles Rd., Lexington, KY 40510
Tel: (859) 254-3412 * Fax: (859) 288-4160
<http://www.keeneland.com>

TICKETS:	\$750.00
Print at Home or Mobile Ticket Fee:	\$0.00
TOTAL:	\$750.00
PAYMENTS RECEIVED:	\$750.00
BALANCE DUE:	\$0.00

Tickets for Keeneland
Customer trip

KEENELAND HOSPITALITY (Citi US - IBCP - 2049)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx2049

Transaction Amount \$109.20

Ref #: 24692163098108977289472

Purchased:	Order #:	Discount:
04/07/2023	068680	\$0.00

Shipping:	Duty:
\$0.00	\$0.00

KEENELAND HOSPITALITY (Citi US - IBCP - 2049)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx2049

Transaction Amount \$32.00

Ref #: 24692163098108977250664

Purchased: 04/07/2023	Order #: 071888	Discount: \$0.00
Shipping: \$0.00	Duty: \$0.00	

KEENELAND HOSPITALITY (Citi US - IBCP - 2049)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx2049

Transaction Amount \$27.00

Ref #: 24692163098108977299323

Purchased:
04/07/2023

Order #:
037585

Discount:
\$0.00

Shipping:
\$0.00

Duty:
\$0.00

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx9271

Transaction Amount \$30.00

Ref #: 24692163098108977318867

Purchased:	Order #:	Discount:
04/07/2023	086539	\$0.00

Shipping:	Duty:
\$0.00	\$0.00

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA

TRANSACTION DATE: Friday, April 07, 2023

POSTED DATE: Monday, April 10, 2023

BILLING DATE: Saturday, April 15, 2023

CREDIT CARD#: xxxx9271

Transaction Amount \$47.00

Ref #: 24692163098108977269797

Purchased:
04/07/2023

Order #:
002738

Discount:
\$0.00

Shipping:
\$0.00

Duty:
\$0.00

Keeneland Hospitality

4201 Versailles Rd

Lexington, KY 40510

www.keenelandhospitality.com

306704 Cashier 04

WS#: 60002

CHK 40637

4/7/2023 2:52 PM

2 Sand Beef Tenderloin 38.00

1 Beer Cheese 9.00

Visa \$47.00

*****1046

Food \$47.00

Payment \$47.00

Change Due \$0.00

----- Check Closed -----

4/7/2023 2:53 PM

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx9271

Transaction Amount \$31.00

Ref #: 24692163098108977299125

Purchased:	Order #:	Discount:
04/07/2023	082348	\$0.00

Shipping:	Duty:
\$0.00	\$0.00

4/7/2023 3:18 PM

Server 25619/Jocelyn R
Check Number 20056
Customer Copy

Terminal ID: 5253
Card Number: XXXXXXXXXXXX1046(C)
Expiry Date: **/**
Card Type: VISA
Trans Type: Auth
Check Number: 20056
Trans Time: 4/7/2023 3:18:47 PM
Name On Card: KATTAN/EVAN
Entry Mode: ICC
Auth Code: 086539
Mode: Issuer
AID: a0000000031010
TVR: 0000008000
TSI: f800
IAD: 06010a03602002
ARC: 00
CVM Result: 5e0000
App Label: CITI VISA

Subtotal \$ 26.00

Tip 5.00

Total 31.00

Approved

Approved with Signature

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA

TRANSACTION DATE: Friday, April 07, 2023

POSTED DATE: Monday, April 10, 2023

BILLING DATE: Saturday, April 15, 2023

CREDIT CARD#: xxxx9271

Transaction Amount \$16.00

Ref #: 24692163098108977303141

Purchased:
04/07/2023

Order #:
032965

Discount:
\$0.00

Shipping:
\$0.00

Duty:
\$0.00

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx9271

Transaction Amount \$60.00

Ref #: 24692163098108977292260

Purchased:	Order #:	Discount:
04/07/2023	014233	\$0.00

Shipping:	Duty:
\$0.00	\$0.00

KEENELAND HOSPITALITY (Citi US - IBCP - 9271)



VISA KEENELAND HOSPITALITY
LEXINGTON, KY 40510

VISA
TRANSACTION DATE: Friday, April 07, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx9271

Transaction Amount \$30.00

Ref #: 24692163098108977318867

Purchased:
04/07/2023

Order #:
086539

Discount:
\$0.00

Shipping:
\$0.00

Duty:
\$0.00

HILTON LEXINGTN DT FB (Citi US - IBCP - 9271)



VISA HILTON LEXINGTN DT FB
LEXINGTON, KY 40507

VISA

TRANSACTION DATE: Friday, April 07, 2023

POSTED DATE: Monday, April 10, 2023

BILLING DATE: Saturday, April 15, 2023

CREDIT CARD#: xxxx9271

Transaction Amount

\$109.62

Ref #: 24906043097040200002736

BELLES BAR (Citi US - IBCP - 2049)



BELLES BAR
VISA 859-9484766, KY 40507

VISA
TRANSACTION DATE: Thursday, April 06, 2023
POSTED DATE: Monday, April 10, 2023
BILLING DATE: Saturday, April 15, 2023
CREDIT CARD#: xxxx2049

Transaction Amount \$80.42

Ref #: 24000973097662800446691

Purchased:
04/06/2023

Discount:
\$0.00

Shipping:
\$0.00

Duty:
\$0.00

EXHIBIT 8

From: Jerry Cook <jerry.cook@d214.org>
Subject: Re: BBQ Sponsorhip
To: Lance Tritsch
Sent: April 25, 2023 2:33 PM (UTC-04:00)

Yes, of course.

Thank you,

Jerry Cook
Director of Operations
High School District 214
2123 Arlington Heights Rd
Arlington Heights, IL

jerry.cook@d214.org
Twitter: @jercook73

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org.

On Tue, Apr 25, 2023 at 10:27 AM Lance Tritsch <ltritsch@pepperconstruction.com> wrote:

Jerry

Can I just charge it on my credit card?

Thank You

Lance R Tritsch, LEED® AP
Vice President

Pepper Construction Company

411 Lake Zurich Road, Barrington, IL 60010

T 847-620-4302

M 847-373-5989

Be kind to each other

[Click here to read Pepper's 2022 Annual Review](#) | [Join our team](#)

From: Jerry Cook <jerry.cook@d214.org>
Sent: Tuesday, April 11, 2023 9:49 AM
To: schasse@greenassociates.com; Lance Tritsch <ltritsch@PepperConstruction.com>
Subject: [EXTERNAL] BBQ Sponsorhip

Gentlemen,

I reached out a few months ago about your willingness to sponsor a BBQ event for our staff in the administrative building. It's been a crazy year, and I just wanted to show our appreciation for all that they have done.

I wanted to see if you were still willing to help out. If so, I've budgeted \$3000 for this event for food and dessert. If Green and Pepper would contribute \$1500 each, I'd really appreciate it. Of course, your teams are welcome to come over to participate, and I'll have signage made up thanking you for your support. I'm looking for early next month to host this, which means our new superintendent should be on board and hopefully available for you to meet.

Let me know how you'd like to proceed. Much thanks,

Jerry Cook
Director of Operations
High School District 214
2123 Arlington Heights Rd

Arlington Heights, IL

jerry.cook@d214.org
Twitter: @jercook73

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org.

If this is a Freedom of Information Act request, please forward the request to District 214's FOIA Officer Patrick Mogge at patrick.mogge@d214.org

All e-mail correspondence to and from this address is subject to the Acceptable Use Policies of District 214, which may result in monitoring and disclosure to third parties, including law enforcement. Any views or opinions presented in this e-mail are solely those of the author and might not represent those of Township High School District 214.

EXHIBIT 9

