

ACTION ITEM

Date: April 25, 2017

To: Raymond E. Lechner, Ph.D.
Superintendent

From: Gail F. Buscemi
Business Manager

Subject: Approve the Trane Summer 2017 Construction Contract

Proposed Action by Board of Education

Award base bid package, per bid specifications for the Romona Elementary School Unit-Vent replacement to the following contractor for a total cost of \$461,654. The contract value below includes base bid only.

Romona Elementary School Large Space HVAC Replacement
Trane U.S. Inc. Ingersoll-Rand, for an amount not to exceed \$461,654
Total Romona Elementary School Project Cost: \$461,654

Background

The planned construction projects for the boiler, roof, unit-vent replacement and large space HVAC address the most crucial and immediate needs of the District. At this time, we are approving the replacement of sixteen original 1957 unit-vents at Romona Elementary School.

All work at Romona Elementary School will begin this June. The construction is scheduled for completion in August 2017, before the beginning of the school year.

The Facilities Development Committee and the administration recommend approval of the proposed action item as written with approval of the attached contract pending final legal review.

Attachments: Construction Contract

**Recommended for approval
by the Board of Education**



Raymond E. Lechner, Ph.D.
Superintendent

4-18-17

CONTRACT FOR HVAC VENTILATOR REPLACEMENT

THIS CONTRACT is made this 25th day of April 2017, between the **BOARD OF EDUCATION OF WILMETTE PUBLIC SCHOOLS DISTRICT NO. 39, COOK COUNTY, ILLINOIS** (“Owner”) and **TRANE U.S., INC.** (“Contractor”), for the **Romona Elementary School—Unit Ventilator Replacement Project** (“Project”).

1. THE WORK

The Contractor shall perform the work (“Work”), as set forth in the **Proposal attached hereto** and made a part hereof, in a good workmanlike manner in accordance with the terms and conditions contained in this Contract and its Exhibits (including the Proposal and its Terms and Conditions, Job Price Summary, Third Party Certification, and, by reference, the U.S. Communities Contract No. USC 15-JLP-023 and its Master Agreement, as authorized pursuant to the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement, **all attached or deemed attached as Exhibit A**), (together, the “Contract Documents”). The Contract Documents, and the documents referenced therein, constitute the entire understanding of the Contractor and the Owner with respect to the Work. To the extent any provisions of the Contract Documents, including the Exhibits or other documents referenced therein, conflict with this Contract, this Contract shall control.

2. CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work (including the costs of all equipment, materials, products, labor, profit, etc.) the contract sum of Four Hundred Sixty-One Thousand Six Hundred Fifty-Four (\$461,654) (“Contract Sum”). No change in the Work shall be a basis for an addition to the Contract Sum or time of performance unless authorized by the Owner by change order. Contractor will invoice Owner monthly for partial payments based on Work performed. These invoices may include the cost of labor paid, and equipment, materials and products installed. Each partial payment request shall be made monthly and Contractor shall request payment of ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work less the aggregate of previous payments in each case. The Owner reserves the right to reduce retainage prior to substantial completion. The Contractor shall submit to Owner with each request for payment a sworn statement showing the amount due Contractor supported by detailed time cards and invoices for materials, the amount previously paid, and the amount remaining to be paid to Contractor, together with a list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, and showing the amounts previously paid, the amounts due and the amounts remaining to be paid to said subcontractors, suppliers, and materialmen. The Contractor also shall deliver to the Owner with each request for payment, lien waivers, if any, covering amounts then due to any person or persons performing

Work or supplying materials or equipment in connection with the Work. The Owner shall pay the remainder of the Contract Sum within thirty (30) days of completion of punchlist items by the Contractor and sign-off and approval by the Owner. Notwithstanding the foregoing, the Owner may avail itself of any longer timelines applicable to a payment as available under the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, the provisions of which Act shall apply to this Contract, including, but not limited to the statutory time periods for review, approval and payment of invoices, and the cap on interest for unpaid amounts. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

3. CHANGE ORDERS

Change orders must be approved by the Owner. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000 or more, or the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of the Owner or specific designee pursuant to the written determination of the Owner that:

1. the circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or
2. the change is germane to the original contract as signed; or
3. the change order is in the best interest of the Owner and is authorized by law.

4. TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall begin June 19, 2017 and **shall be completed by August 19, 2017** (“Completion Date”). The Contractor agrees that time is of the essence of this Contract. The Contractor shall not be entitled to payment or compensation for any alleged damages, costs or expenses whatsoever in ensuring timely completion of the Work, including, but not limited to, costs of acceleration, arising in any manner because of hindrance or delay, from any cause whatsoever, including acts of Owner, third parties or natural causes, whether such hindrances or delay be reasonable, foreseeable or avoidable. The Contractor shall not be entitled to any damages for any delay caused by Owner or otherwise, whether foreseeable or not, with the Owner’s discretionary extension of the time of completion being the only available remedy. The Owner may, upon seven (7) days written notice to the Contractor, terminate the Contract between the Owner and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by Owner, the Owner shall pay the Contractor for all work performed by the Contractor to the date of termination which has been approved by the Owner, but shall pay no other damages.

5. INSURANCE

A. Form and Limits of Coverage

The Contractor shall purchase and maintain, at its own expense, insurance covering both the Contractor and the Owner from claims under Workers Compensation laws for not less than the limits of liability under applicable federal and state statutory requirements. The Contractor shall also maintain insurance coverage under a standard comprehensive General Liability Policy, on an occurrence basis, at limits of not less than \$2,000,000, per occurrence and in the aggregate, and naming the Owner, its individual Board members, employees, consultants and agents as additional insureds. The Contractor's insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Commercial Liability, including Premises Operations, with X, C and U coverage as applicable;
2. Independent Contractor's Protective;
3. Products and Completed Operations;
4. Personal Injury Liability with Employment Exclusion deleted;
5. Contractual, including specified provision for Contractor's obligation under paragraph 6;
6. Owner, non-owned and hired motor vehicles; and
7. Broad Form Property damage including Completed Operations, and property damage liability insurance with X, C and U coverage.

The policy shall cover the Contractor's contribution and indemnification obligations as contained in this Contract, and shall have such necessary amendments to provide coverage of tort liability and other claims imposed and/or arising under this Contract as well as otherwise imposed by law. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as the Contractor, naming the Owner, its individual Board members, employees, consultants and agents as additional insureds. All insurance required of the Contractor and all subcontractors shall state that the coverage afforded to the Owner shall be primary insurance of the Owner with respect to claims arising out of operations performed by or on Owner's behalf, and, if the Owner has other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

B. Other Insurance Requirements

The Contractor shall deliver to Owner prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to Owner) evidencing the required insurance coverage of Contractor and each subcontractor. The certificates required to be provided under this Paragraph shall contain a clause stating that the policies will not be canceled or reduced without thirty (30) days prior written notice to the Owner. Owner shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the Owner, for a minimum of two (2) years after final completion of the Project. Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and subcontractors is not limited by purchase of insurance.

6. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the Owner, its individual Board members, agents, consultants and employees, from and against all claims for death or injury to persons or property, and for any other claims, losses or damages, including claims of Owner, third parties, and Contractor's or any subcontractor's employees, for any damages, losses, and expenses, including attorneys' fees, arising out of, relating to or connected with the performance of the Work under this Contract, including, but not limited to, losses or damages for Contractor delay, improperly timed activities or defective work, as well as a breach of this Contract. Contractor and each subcontractor agree to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on the Project; waive any limitation of liability defense based upon the *Workers' Compensation Act*, court interpretations of said Act or otherwise; and agree to contribute to, indemnify and defend Owner and its individual Board members, agents, employees and consultants from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Contractor shall cause this indemnification requirement to be incorporated into all subcontractor contracts.

7. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.* The Contractor shall pay not less than the prevailing rate of wages as specified on Exhibit B, attached hereto and incorporated herein, to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract it awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage as specified on Exhibit B, to all laborers, workers and mechanics performing work for the project contemplated under this Contract. The Contractor shall make, keep and submit to the Owner a certified payroll in compliance with the Act.

The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations attached hereto as Exhibit C. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act*, 30 ILCS 570/0.01 *et seq.*, and the *Steel Products Procurement Act*, 30 ILCS 565/1 *et seq.*, shall prevail on this project to the extent such Acts are applicable and enforceable. To the extent applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.*

The Contractor understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking at the Project. Contractor acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of Owner. Any employee of the Contractor or subcontractor found to have been convicted of any prohibited offense under said section shall be promptly removed by the Contractor and replaced. Contractor represents and warrants to Owner that none of its employees, or those of any subcontractor, have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on school property.

It is the understanding of the Parties that no employees of the Contractor performing Work under this Contract will have direct, daily contact with pupils of any school in the District, and that the Work shall be performed during the summer when students are not present or, if students are present, in an area fenced off from access by students. If any individual performing Work will have direct, daily contact with students, Contractor must notify Owner, and that employee must submit, at the Contractor's expense, to a criminal background investigation in accordance with 105 ILCS 5/10-21.9 and must provide to Contractor (for certification to Owner) the necessary health exam required by the School Code.

8. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the Owner, which consent may be withheld in Owner's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the Owner.

9. BOND

Pursuant to the *Public Construction Bond Act*, 30 ILCS 550, prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract

Sum, conditioned for the completion of the Contract, for the payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise. Pursuant to the *Prevailing Wage Act*, 820 ILCS 130/4, the required bond shall include a provision as will guarantee the faithful performance of the prevailing wage requirement of this Contract and Illinois law. With permission of the Owner, and when state and federal funds are not used on the Work, the Contractor may provide a diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond.

10. OWNER SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Contract or its Exhibits, the Owner shall not, in any manner, be deemed or intended to have waived any claim by making a final payment or a progress pay of any amount.

11. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of construction means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Contract or its Exhibits and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Contract and its Exhibits. The warranty will not be affected by the specification of any product or procedure, unless the Contractor objects promptly to such product or procedure and advises the Construction Manager and Architect of possible substitute products or procedures which will not affect the warranty. This warranty shall not be restricted by the limitations of any manufacturer's warranty. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, then the Contractor shall remedy such defects, at its expense, and shall bear all costs and expenses associated with such testing and, if necessary, all of the costs and expenses associated with such testing which is related to determining whether such defects have been properly remedied.

12. BID RIGGING AND ROTATING CERTIFICATION

As required by the *Criminal Code*, 720 ILCS 5/33E-11, by executing this Contract, Contractor certifies that it is not barred from contracting with any unit of State or local government for any reason whatsoever, including, but not limited to, a violation of the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code* or as a result of a violation of any other law. Contractor acknowledges that the Owner may declare this Contract void if the certification herein is false.

13. THIRD PARTY BENEFICIARIES

THIS CONTRACT SHALL ONLY BIND THOSE PARTIES THAT ARE A SIGNATORY HERETO. NO PARTY MAY RELY UPON THE TERMS AND CONSIDERATIONS HEREIN OR MAY AVAIL ITSELF OF ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN UNLESS THE AFOREMENTIONED IS TRUE. ALL TERMS AND CONDITIONS IN THIS CONTRACT ARE FOR THE SOLE BENEFIT OF THE PARTIES HERETO; NONE OF THE TERMS AND CONDITIONS CONTAINED HEREIN ARE INTENDED TO BENEFIT ANY THIRD PARTY, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THE PROVISIONS IN SECTION 9. WITHOUT LIMITING THE FOREGOING, PROVISIONS IN THIS CONTRACT THAT REFERENCE SUBCONTRACTORS, SUPPLIERS OR OTHER THIRD-PARTIES ARE NOT FOR THEIR BENEFIT WHATSOEVER AND MAY NOT BE RELIED UPON BY SUCH PARTIES.

14. GOVERNING LAW

The law governing this Contract, the Contract Documents and the performance of the Work shall be the law of the State of Illinois. Any proceedings brought pursuant to this Contract or the Contract Documents or the Work shall be brought in the venue of Cook County, Illinois.

SIGNATURE PAGE TO FOLLOW

THIS CONTRACT is entered into as of the day and year first above written.

OWNER:

CONTRACTOR:

BOARD OF EDUCATION OF

COUNTY, ILLINOIS

BY: _____
ITS: _____

BY: _____
ITS: _____

ATTEST:

BY: _____
ITS: _____

EXHIBIT A

- **PROPOSAL AND TERMS & CONDITIONS**
- **JOB PRICE SUMMARY**
- **THIRD PARTY CERTIFICATION OF COMPLIANCE WITH U.S. COMMUNITIES CONTRACT TRANE # 15-JLP-023**



April 14, 2017

Gail Buscemi
 Business Manager
 Wilmette Public Schools District 39
 615 Locust Rd.
 Wilmette, IL 60091

Subject: Proposal: Romona Elementary School – Unit Ventilator Replacement Project
 US Communities Quote #30-191090-16-001
 US Communities Contract Number: USC 15-JLP-023

Ms. Buscemi,

Thank you for the opportunity to present this proposal to the District. This proposal outlines a turnkey mechanical retrofit project developed in collaboration with the District's Administration and School Board. The project included in the proposal aligns with goals and priorities developed in the District's 2016 Sustainability Report.

We appreciate the opportunity to serve your staff and the students of the Wilmette Public Schools District 39. We strive to deliver maximum value in the solutions and services we offer and to help you and your staff create outstanding learning environments.

Scope of Work:

Trane U.S. Inc. shall provide design engineering and turnkey installation (labor and materials) for the following mechanical systems upgrades including all necessary permits, site supervision, coordination, and subcontractor management.

Base HVAC Project – Romona Elementary School – Unit Ventilators Replacement

ECM1: Unit Ventilator Replacement at Romona Elementary School

Classrooms - Replace existing heating only hot water (HW) unit vents (Qty. of 16) with new Trane HW/DX unit vents per the following scope:

- List of Classrooms receiving the new units are: 9, 10, 11, 13, 18, 20, 21, 22, 23, 24, 24B, 27, 28, 30, 1st floor special education room, and 2nd floor copy rooms.
- Furnish and install new floor-mounted Trane VUV 1250 CFM/3 Tons series Unit vents (exceptions are the special education and copy rooms which will receive 750 CFM/2 Tons)

units). Unit vents will be provided with low leakage dampers, HW and DX coils, 2-way HW control valve, stainless steel drain pans for future cooling, ECM Motor for variable speed fan and standard Trane factory installed DDC BACnet controls.

- New wall-to-wall metal shelving will be installed adjacent to unit vents. Shelving will be open shelving configuration (no sliding doors) with a Formica top (District can chose from a standard list of colors).
- Trane shall drain down the portion of the hot water system serving the unit ventilators , install new shutoff valves at each new unit vent, complete the installation of new unit vents, re-fill and flush the system to ensure it is clean and operational (in time for school start in August with project approval in April 2017). Upon boiler system start up in October, final heating operation will be checked and completed. Hot water system chemical treatment/testing will be the responsibility of the District and their preferred vendor.
- Existing unit vent outside air louvers for the 1250 CFM units shall remain. New larger louvers will be installed (Qty. 2) for the 750 CFM units for the special education room and copier room
- Unit vents shall be installed to allow for ease of adapting condensing units on the roof for future comfort cooling. This includes installation of condensing unit refrigeration piping and control wiring behind new metal shelving and up the corner of respective room through second floor (for first floor units) and terminated above second floor ceiling just below roof. All exposed condensing unit piping and control wiring shall be covered with a painted metal cover. Trane shall install new insulated condensate drain thru adjacent exterior masonry wall and connect to drain pan for future cooling.
- The electrical power work shall include disconnect and reconnect of unit ventilators to existing power source. Power wiring for future condensing units is not included in this project.
- Trane shall be responsible for interfacing the new unit vents to the existing Schneider building management system including mapping of new unit vent points to existing Schneider building management system head-end.
- Turnkey installation includes all necessary engineering, project management, demo, piping, insulation, electrical, start-up, test and balance and commissioning
- Trane shall provide 8 hours of training, O&M manuals, warranty letter and a certificate of completion prior to final acceptance.

Rebates, Incentives, and Grants

As of May 2017, the DCEO Public Sector Incentive program is being closed and transferred to ComEd for future deployment of the energy efficiency rebates in 2018. Upon release of the new program, Trane will assist the District in applying for all eligible rebates and incentives.

Proposal Price

\$461,654

Prices will remain in effect for 90 days from date of this proposal.

SALES TAX: NOT INCLUDED

Payment terms:

Progress billing. Monthly Invoicing via AIA Standard Documentation due Net 30 days, 1 ½% Monthly Finance Charge will be applied to past due.

Sincerely,



Collin Noe
Business Development
Trane U.S. Inc.
Ingersoll Rand
7100 S. Madison
Willowbrook, IL 60527
630.862.0094
Collin.No@irco.com

BUYER'S ACCEPTANCE AND AUTHORIZATION

THE PRICES, SPECIFICATIONS AND ALL TERMS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. WE OFFER TO BUY THE WORK AS SPECIFIED AND AUTHORIZE YOU TO PROCEED. PAYMENT WILL BE MADE AS STATED ABOVE.

BY: _____

TITLE: _____

DATE ACCEPTED: _____

SELLER'S ACCEPTANCE

THE UNDERSIGNED HEREBY ACCEPTS YOUR OFFER BASED ON THIS PROPOSAL

BY: _____

TITLE: _____

DATE ACCEPTED: _____

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane Canada ULC for Work performed in Canada, and Trane U.S. Inc. for Work performed in the United States.

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 counter-offer 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 counter-offer 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. 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.

3. 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.

4. 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.

5. 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.

6. 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.~~

7. 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.

8. 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.~~

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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)

16. 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.

17. 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, 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.

18. 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.

19. 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 Trane; 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 are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **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 EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY**

SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 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.

25. 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(0315)
Supersedes 1-26.251-10(0614)

Job Price Summary

EXHIBIT A

Job: Wilmette Schools- Bellair
Bid: Proj #3 (Romona Unit Vents)
Sales Office: Chicago Main Office
Sales Person: Robert Leibow
Job Class Code: Y4H5A1Y5C2
Job Location: Chicago Main Office
Currency: \$USD

<u>Product/Item</u>	<u>Prod Code</u>	<u>Unit Qty</u>	<u>List</u>	<u>Ent Mult</u>	<u>Ent \$</u>
VUVE Unit Ventilator	0042	16	\$151,887		\$63,514
<VUV-1250 (R)> 1250 CFM VUVE Unit Ventilator (Romona)	0042	14	\$135,685		\$56,739
Main Unit	0042		\$106,431	0.4200	\$44,701
Unit Vent Controls	0242		\$29,253	0.4115	\$12,038
<VUV-750 (R)> 750 CFM VUVE Unit Ventilator (Romona)	0042	2	\$16,202		\$6,775
Main Unit	0042		\$12,656	0.4200	\$5,316
Unit Vent Controls	0242		\$3,547	0.4115	\$1,460
Total			\$151,887		\$63,514

April 7, 2017

To Whom It May Concern:

We have completed our review of proposal number 30-191090-16-001. We confirm that the pricing related to the equipment, labor, and other materials presented in the proposal are in accordance with Trane contract #15-JLP-023.

Our procedures were limited solely to confirming that the prices in proposal number 30-191090-16-001 were in agreement with Trane contract #15-JLP-023.

This report is intended solely for the information and use of U.S. Communities, Trane, and Wilmette Public Schools District 39. This report is not intended to be, and should not be, used by anyone other than those specified parties.



HeimLantz CPAs and Advisors
Annapolis, MD

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EXHIBIT B

- **PREVAILING WAGE**

RESOLUTION AUTHORIZING ADOPTION OF PREVAILING RATE OF WAGES

WHEREAS, the State of Illinois has enacted "an Act regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, (Illinois Revised Statues 1987, Chapter 48, par. 39s-1 et seq. as amended by Public Acts 86-799 and 86-693) and

WHEREAS, the aforesaid Act requires the Board of Education of Wilmette School District 39, Cook County, Illinois, to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said School District, employed in performing construction of public works for said Board of Education.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Wilmette School District No. 39, as follows:

SECTION 1: To the extent and as required by "an Act regulating wages of laborers, mechanics and other workers employed in any public works by state, county, city or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Education is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June of the current year, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by this Board of Education. The definition of any terms appearing in this Resolution, which are also used in the aforesaid Act, shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this School District to the extent required by the aforesaid Act.

SECTION 3: The Secretary of the Board of Education shall publicly post or keep available for inspection by any interested party in the main office of this School District this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of the prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Secretary of the Board of Education shall mail a copy of this determination to any employer and to any association of employers and to any person or association of employees, who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Secretary of the Board of Education shall promptly file a certified copy of this Resolution with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Secretary of the Board of Education shall cause to be published in a newspaper of general circulation within the area a copy of this Resolution, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

Adopted this 27th day of June 2016, by the following votes:

AYES	<u>6</u>
NAYS	<u>0</u>
ABSENT	<u>1</u>

APPROVED:

Alice D. Schaff
President, Board of Education

ATTEST:

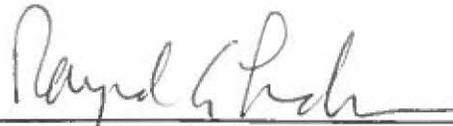
Raymond G. Leck
Secretary, Board of Education

STATE OF ILLINOIS)
COUNTY OF COOK)
WILMETTE, ILLINOIS)

CERTIFICATE OF COMPLIANCE

I, Raymond E. Lechner, DO HEREBY CERTIFY THAT I am the Secretary of the Board of Education for Wilmette School District No. 39, that the foregoing is a true and correct copy of a Resolution duly passed by the Board of Education of Wilmette School District No. 39, ascertaining the prevailing rate of wages for laborers, workmen and mechanics employed on public works for said School District, at a regular meeting held on the 27th day of June 2016, the Resolution being a part of the official records of said School District.

DATED this 27th day of June 2016.



Secretary, Board of Education
Wilmette School District No. 39

SEAL

EXHIBIT C

- **NON-DISCRIMINATION**

NON-DISCRIMINATION

The following provisions are included in this Agreement pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and Seller shall be required to comply with these provisions only if and to the extent they are applicable under the law.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Seller may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Seller agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, sexual orientation, national origin or ancestry, age, citizenship, marital status, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, sexual orientation, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Seller in its efforts to comply with such Act and Rules, the Seller will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Seller will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails to refuses to comply therewith. In addition, the Seller will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.