



**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Kendall County Office Building, 111 W. Fox Street**  
**County Board Room 209, Yorkville, IL 60560**

**Thursday, December 12, 2024, at 4:00 p.m.**

**MEETING AGENDA**

1. Call to Order and Pledge of Allegiance
2. Roll Call: Matt Kellogg (Chairman), Scott Gengler (Vice-Chair), Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, Seth Wormley
3. Approval of Agenda
4. Approval to Forward Claims to County Board Meeting
5. Committee Reports and Updates
6. New Committee Business
  - A. [Motion to Forward to County Board:](#) Resolution for Maintenance Under the Illinois Highway Code appropriating \$500,000 for the purchase of bulk rock salt and general maintenance of highways (p.3)
  - B. [Motion to Forward to County Board:](#) An Ordinance for the Establishment of Altered Speed Zones in Whitetail Ridge Subdivision (p.4)
  - C. [Motion to Forward to County Board:](#) Discussion of an agreement with Fox Fiber for reimbursement of eligible expenditures not to exceed \$500,000 (p.5)
  - D. Discussion of Opioid Application (p.15)
  - E. Discussion of American Rescue Plan Act Funds (p.16)
  - F. [Motion to Forward to County Board:](#) Discussion of a contract with Cordogan Clark and Associates to award a bid for miscellaneous HVAC renovations to 1 Source Mechanical Inc. in an amount not to exceed \$949,899 (p.18)
  - G. [Motion to Forward to County Board:](#) Discussion of Contingency Reduction #11 Total of \$5,222 with revised contract amounts as follows: Lite Construction \$2,243,866 (\$6,187 -\$2,570 Credit = \$3,617 Increase); Plainfield Grading \$630,904 (\$3,000 Credit); Premium Concrete \$777,509 (\$9,000 Increase); Abbey Paving \$412,566 (\$605 Increase); Twin Oaks Landscaping \$96,534 (\$5,000 Credit) (p.24)
  - H. [Motion to Forward to County Board:](#) Discussion of a three-year contract with Trane U.S. Inc. for Trane Building Automation Systems for the Kendall County Courthouse, Public Safety Center and Health and Human Services buildings with a total cost of \$50,072.19 (\$16,690.73 per year) (p.26)
  - I. [Motion to Forward to County Board:](#) Discussion of Phase 2 County Office Building Renovations and Bid Documents with a total project costs of \$9,905,208 (p. 51)
  - J. [Motion to Forward to County Board:](#) 2025 Kendall County Illinois Meeting Schedule (p.67)
7. Old Committee Business
8. Department Head and Elected Official Reports
9. Public Comment
10. Questions from the Media
11. Chairman's Report
  - A. Kendall County Board Committee Assignments, Committee Chairman, and Liaisons  
Appointments  
Megan Andrews – Board of Health – Remainder of term Expires September 2025
12. Action Items for County Board
13. Executive Session

#### 14. Adjournment

*If special accommodation or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24 hours prior to the meeting time.*



District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Original	25-00000-00-GM

BE IT RESOLVED, by the Board of the County of  
Governing Body Type Local Public Agency Type  
Kendall County Illinois that there is hereby appropriated the sum of  
Name of Local Public Agency  
Five Hundred Thousand Dollars and 00/100 Dollars ( \$500,000.00 )  
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/25 to 12/31/25  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Kendall County  
Local Public Agency Type Name of Local Public Agency  
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette County Clerk in and for said County  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Kendall County in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Kendall County at a meeting held on 12/17/24  
Governing Body Type Name of Local Public Agency Date  
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of December, 2024  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

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APPROVED

Regional Engineer Signature & Date  
Department of Transportation

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**KENDALL COUNTY**  
**Ordinance No. \_\_\_\_\_**

***An Ordinance for the Establishment of Altered Speed Zones in Whitetail Ridge Subdivision***

**WHEREAS**, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

**WHEREAS**, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

**WHEREAS**, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

**THEREFORE, BE IT ORDAINED**, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

**AND BE IT FURTHER ORDAINED**, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

<u>Street or Highway</u>	<u>Exact Limits of Zone(s)</u>	<u>Maximum Speed Limit</u>
Clubhouse Drive	Ill. Rte. 126 to Whitetail Ridge Drive	30 MPH
Fairway Drive	Ill. Rte. 126 to Whitetail Ridge Drive	30 MPH
Whitetail Ridge Drive	Clubhouse Drive to Fairway Drive	30 MPH
Bentgrass Circle	Fairway Drive to Fairway Drive	25 MPH
Championship Court	Clubhouse Drive to East Terminus	25 MPH
Golfview Court	Whitetail Ridge Drive to South Terminus	25 MPH
Ironwood Court	Whitetail Ridge Drive to South Terminus	25 MPH
Legacy Circle	Clubhouse Drive to Clubhouse Drive	25 MPH
Whitetail Ridge Court	Clubhouse Drive to West Terminus	25 MPH

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Debbie Gillette – County Clerk

SEAL



## Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 12/12/2024  
**Subject:** Fox Fiber funding  
**Prepared by:** Christina Burns, County Administrator  
**Department:** Administration

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### **Action Requested:**

Discussion with a request for forward to County Board for approval of an agreement to provide funding to Fox Fiber for professional costs associated with the County's broadband project.

### **Board/Committee Review:**

NA

### **Fiscal impact:**

Up to \$80,000 from ARPA funds

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### **Background and Discussion:**

As part of the County's effort to build a public broadband network, a not-for-profit corporation, Fox Fiber NFP, has been established. Fox Fiber will be the network owner and developer until all debt is paid, at which time the network ownership would revert to the County. We are in the process of drafting the various legal agreements required for the program and vetting the financial analysis. As a separate party from the County, with its own Board of Directors, it is appropriate for Fox Fiber to retain its own legal counsel and potentially a financial adviser. This agreement would allow the County to reimburse for these professional services until the close of financing, at which time they will have separate funds to cover these costs. Similar to the Predevelopment Agreement with Pivot Tech, the agreement allows the County to recoup these expenditures from Fox Fiber at a future date.

### **Staff Recommendation:**

Discussion and approval of an Agreement with Fox Fiber NFP for ARPA funds not to exceed \$80,000.

### **Attachments:**

Draft Agreement

AMERICAN RESCUE PLAN ACT  
FUNDING AGREEMENT

This Funding Agreement (the “Agreement”) is made and entered into as of this [ ] day of 2024, by and between Kendall County, a political subdivision of the State of Illinois, hereinafter referred to as the “County”, and Fox Fiber NFP, a nonprofit corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the “Company”.

RECITALS

WHEREAS, on March 11, 2021, and the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States, and pursuant to the ARPA award and terms and conditions provided by the U.S. Treasury Department and executed by the County on [ ] (the “ARPA Agreement”), ARPA funds allocated to the County may be used for, among other things, expenditures incurred to allow government entities such as the Company to respond directly to the COVID-19 emergency, subject to certain to those terms and conditions set forth in the ARPA Agreement; and

WHEREAS, the Company was organized as an Illinois nonprofit corporation on [ ], 2024 for the sole purpose of financing a portion of the design, development, installation and operation of a broadband network to provide service throughout the County (the “Project”) through the issuance of tax-exempt revenue bonds (“Bonds”), title which will vest in the County upon discharge of the Bonds;

WHEREAS, Company has requested that the County provide Company with ARPA funds to be used pay certain expenditures incurred by the Company relating to the Project in accordance with the ARPA Agreement and Treasury Guidance, to fund the eligible expenditures incurred by the Company (the “Expenditures”); and

WHEREAS, the County and the Company desire to enter into this Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the expenditures with ARPA revenues received by the County pursuant to the ARPA Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Company agree as follows:

Section 1. Authority. This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Illinois, including expressly (but not limited to) the Counties Code (55 ILCS 5/, et. al.).

Section 2. County Contribution Toward Expenditures. The County hereby agrees that it shall allocate certain funding available under the ARPA Agreement as set forth below:

(a) *Eligible Expenditures.* The Company has identified the Expenditures as expenses which have been incurred that qualify in accordance with the ARPA, the Treasury Guidance and the APRA Agreement. Expenditures may include expenses incurred prior to the effective date of this Agreement so long as they are otherwise eligible for ARPA funding and comply with Section 2(c), hereof.

(b) *County Contribution Toward Funding.* The County shall pay or reimburse the Company for actual costs incurred to pay Expenditures which are limited to the costs of initially organizing and operating the Company so it may undertake the Project, including certain costs of professional services in the amount not to exceed \$80,000.

(c) *Invoice and Payment.* The County shall reimburse the Company for Expenditures described in Section 2(b), in accordance with the Local Government Prompt Payment Act for payment that meets the requirements of this Section 2(c). The Company applications for payment shall be submitted as written requests to the County Administrator and shall:

(i) identify all Expenditures paid or requested to be paid by the Company in accordance with the requirements identified in the ARPA Agreement and the Treasury Guidance, and all future guidance released by the U.S. Treasury Department;

(ii) demonstrate that all Expenditures reflect eligibility as defined within the ARPA Agreement and the Treasury Guidance; and

(iii) include detailed invoices (indicated as paid with reference to date of payment and check number), copies of cancelled checks (front & back) and a completed W-9, and any other documentation acceptable to the County reasonably necessary to identify the Expenditures incurred and funded by the Company.

(d) *Use of County Payments.* The Company shall use the funds paid by the County to the Company hereunder solely for the purpose of payment of or reimbursement for Expenditures as provided herein.

(e) *Reimbursement to County for Ineligible Expenditures.* In the event that the State of Illinois or the United States, or any department thereof, determines that any Expenditure funded pursuant to this Agreement is ineligible for such funding for any reason, the Company shall reimburse to the County one hundred percent (100%) of such Expenditure and any interest thereon that is due and owing to the State of Illinois or the United States. Once notified by the County of such a determination of ineligibility, the Company shall pay such reimbursement to the County within thirty (30) days. The obligation of the Company pursuant to this Section 2(e) shall survive the termination of this Agreement.

(f) *Records and Accounting.* The Company shall maintain records of the receipt and use of ARPA funds in accordance with general accepted governmental

accounting principles and shall allow access to such records by the County, the Clerk to the Board of County Commissioners and their independent auditors, for purposes of verifying the legal use of ARPA funds.

Section 3. Term and Termination. This Agreement shall take effect as of its date set forth above, unless terminated for cause in accordance with applicable law, this Agreement shall terminate on December 31, 2025. Reimbursement shall only apply only to expenditures incurred prior to December 31, 2025.

Section 4. Amendments; Enforcement. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County Board and by the Company, and only if properly executed by all the parties hereto. The parties to this Agreement shall have all legal and equitable remedies provided by Illinois law for enforcement hereof.

Section 5. Miscellaneous Provisions.

(a) *Notices*. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other parties at the addresses below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is sent no later than 5:00 p.m. central time on a business day, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To County:

Kendall County, Illinois  
111 West Fox Street  
Yorkville, Illinois 60560  
Attn: Christina Burns, County  
Administrator  
Email: cburns@kendallcountyil.gov

with a copy to:

State's Attorney of Kendall County,  
Illinois  
807 West John Street  
Yorkville, Illinois 60560  
Attn: Eric Weis  
Email: eweis@kendallcountyil.gov

To Company:

Fox Fiber, NFP  
[ADDRESS]



Any party shall change its address for purposes of this Section 5(a) by giving written notice as provided in this Section 5(a). All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 5(a).

(b) *Validity.* The County and the Company each represents and warrants to the other its respective authority and power under Illinois law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Company and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, or in the case of the Company, by its duly authorized officer, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

(c) *No General Obligation; Availability of Funds.* Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the Company, the County or the State of Illinois or any political subdivision thereof within the meaning of the Constitution and laws of the State of Illinois, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement. The County intends to fund the reimbursements to be made hereunder with legally available ARPA funds. The obligations of the County to pay or reimburse the Company for Expenditures hereunder is subject to the discretion of the Board of County Commissioners to budget legally available ARPA funds, in amounts sufficient to fund the Expenditures described in Section 2, hereof. To the extent of any conflict between this Section 5(c) and any other provision of this Agreement, this Section 5(c) shall control.

(d) *Further Assurances.* Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

(e) *Assignment; Successors and Assigns.* The Company may not assign any of its rights or delegate any of its obligations hereunder without the prior approval of the County, which may be withheld in its sole and absolute discretion. Any purported assignment or delegation in violation of this Section 5(e) shall be null and void. No assignment or delegation shall relieve the Company of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

(f) *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal

or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) *Governing Law.* This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Illinois.

(h) *Illinois Freedom of Information Act.* As a government agency, County is subject to the Illinois Freedom of Information Act (Illinois FOIA) or 5 ILCS 140/1, et. seq., as amended. Therefore, the Company's records and work product are subject to the Illinois FOIA statutes. However, there are various items that may be exempt, which include but are not limited to trade secrets or commercial/financial information that are proprietary, privileged, or confidential, or where disclosure of the same would result in competitive harm. If any such proprietary, privileged, or confidential information or data is included in the Company's work product, each page that contains this information or data should be marked as such (e.g. "Proprietary and Competition Sensitive") in order to indicate Company's claim to an exemption provided in the Illinois FOIA. Company shall timely cooperate with the County in complying with Illinois FOIA. It is County's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Illinois FOIA.

(i) *Discrimination.* Company covenants and agrees that, (i) in the furnishing of the Services to County hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, sexual orientation, religion or sex; and (ii) Company shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or laws, and as such rules, regulations, or laws may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section 5(i), County shall have the right to terminate this Agreement.

(j) *Public Entity Crime.* Any Person or affiliate, as defined in the Illinois Statutes, shall not be allowed to contract with County, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date the Solicitation, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date the Solicitation, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any agreement with County obtained in violation of this Section 5(j) shall be subject to termination for cause.

(k) *Conflict of Interest.* Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in the Company or this Agreement, or, if any

County officer or elected official does have a direct or indirect pecuniary interest in the Company or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

(l) *Information Reporting.* In accordance with 35 ILCS 200/18-50.2, Company shall notify County, in writing, (1) whether Company or any of its subcontractors is a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.); and (2) whether Company or any of its subcontractors holds any certifications for those categories or if they are self-certifying. If Company or any of its subcontractors self-certifies, Company shall notify County in writing whether Company or any of its subcontractors vendor qualifies as a small business under federal Small Business Administration standards.

(m) *Submission to Jurisdiction.* The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of, relating to, or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal or state courts of the State of Illinois, so long as such courts shall have subject-matter jurisdiction over such suit, action, or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set out in Section 5(a) shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(n) *Waiver of Jury Trial.* EACH PARTY HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING BROUGHT BY THE OTHER PARTY HERETO UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, ANY AND EVERY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY.

(o) *Interpretation and Construction.*

(i) The parties acknowledge that in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in drafting this Agreement. The fact that the first draft of this Agreement was prepared by County's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement;

(ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(ii) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(iii) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun regarding gender shall include the neutral, masculine, feminine, and plural.

(iv) All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

(p) *Severability.* If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(q) *Entire Agreement.* This Agreement constitutes the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(r) *Amendments.* This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(s) *Waiver.* No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(t) *Remedies Not Exclusive.* Except as may otherwise be expressly provided in this Agreement: (a) the exercise of one or more of the rights and remedies under this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law, or in equity; and (b) damages at law may not be an adequate remedy for a breach or threatened breach of this Agreement and in the event of a breach or threatened breach of any provision hereunder, the respective rights and obligations

hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

(u) *Days; Performance on a Saturday, Sunday, or Holiday.* Whenever the term “day” is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A “business day” shall mean any weekday except for those weekdays that a banking institution within the State of Illinois is required by said state to be closed (a “Holiday”). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed, or notice given on the following business day.

(v) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(w) *Time of the Essence.* Time is of the essence in the performance of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF KENDALL, ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FOX FIBER, NFP,**  
an Illinois nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF  
THE COUNTY OF KENDALL, ILLINOIS.

\_\_\_\_\_, 2024

\_\_\_\_\_  
County Board Charmain  
Kendall County, Illinois

## Opioid Application Project Application Internal

1. Date:
2. Applicant Name:
3. Department:
4. Budget

### Overall Budget

- A. Treat Opioid Use Disorder (OUD)
- B. Support People in Treatment and Recovery
- C. Connect People Who Need Help To The Help They Need (Connections To Care)
- D. Address The Needs of Criminal Justice-Involved Persons
- E. Address The Needs Of Pregnant Or Parenting Women And Their families, Including Babies With Neonatal Abstinence Syndrome
- F. Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids
- G. Prevent Misuse of Opioids
- H. Prevent Overdose Deaths and Other Harms (Harm Reduction)
- I. First Responders
- J. Leadership, Planning and Coordination
- K. Training
- L. Research
- \_\_\_\_\_ TOTAL

### **Information:**

G-3: FY25 Costs associated with supplies for ongoing take-back efforts (including; NTBI day supplies/materials, containers, etc.) - \$2,000

K-1: FY25 Costs associated with travel and training for Coroner to attend Overdose Fatality Review Team Training. - \$1,7000

## American Rescue Plan Act (ARPA) Overview

12/12/2024

**Beginning Balance** \$ **25,054,796**

### Expenditures

1 FY21 Expenditures	\$ 2,389,878	
2 FY22 Expenditures	4,221,338	
3 FY23 Expenditures	14,320,639	
4 FY24 Expenditures	2,833,901	
5 FY25 Expenditures	82,215	
Total Expenditures Currently Spent		<u>23,847,971</u>

**Current Balance November** \$ **1,206,825**

6 PMG FY25	5,988
7 Broadband- Pivot Tech	479,072
8 Fox Fiber	80,000
9 Kendall County Phase 2	704,293
10 HVAC Project	794,966
11 Refunds from Municipality	(135,579)
<u>FY25-FY26 Expense</u>	<u>1,928,740</u>

**FY26 Ending Balance** \$ **(721,914)**



**ARPA Municipalities**

Name	Project Approved	Amount Awarded	Amount Spent	Balance Remaining	What would be remain	Date Funds need to be spent
Fox Valley YMCA	Private Well & Septic	94,956	-	94,956	19,956	12/20/2024
Village of Lisbon	Installing Drainage inlet	45,000	28,625	16,375	229	12/20/2024
Village of Oswego-Brookside Water Main	Water Main Brookside	225,000	16,732	208,268	-	12/20/2024
Village of Oswego	Water Main Wolf Crossing Part 2	500,000	35,426	464,574	-	12/20/2024
Kendall County Fairgrounds	Installing New Water Treatment Equipment on well	29,345	-	29,345	29,345	12/20/2024
Village of Newark	Pressure filters South Plant	58,875	-	58,875	-	12/20/2024
Drainage District-Yorkville	Remove Brush and tree from District	500,000	289,237	210,763	86,049	12/31/2024
Kendall 211 Inc.	Contact service,marketing,goverance, PATH	28,500	28,500	-	-	12/20/2024
		<u>\$ 1,481,676</u>	<u>\$ 398,520</u>	<u>\$ 1,083,156</u>	<u>\$ 135,579</u>	



# Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 12/12/2024  
**Subject:** Miscellaneous HVAC Renovations  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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## **Action Requested:**

Review and move to County Board for Approval

## **Board/Committee Review:**

N/A

## **Fiscal impact:**

The cost of the Health & Human Services building and Courthouse HVAC Renovations totals \$794,966 (including base bid, alternate for additional VAVs at courthouse, contingency, A/E and minimal construction administration) and will be covered by ARPA.

The cost of the Walk-in Cooler and Freezer for the Public Safety Center Jail Kitchen portion of the project = \$154,933 (\$118,800 base bid + \$28,850 alternate for new concrete slab + \$7,283 contingency) and will be covered by the Jail's Commissary Fund.

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## **Background and Discussion:**

### 1. Miscellaneous HVAC Renovations Project Scope of Work:

#### Health and Human Services

- Remove & Replace Roof-top Unit 1 (controls heating & cooling for 1<sup>st</sup> floor of HHS)
  - Remove & Replace Roof-top Unit 2 (controls heating & cooling for 2<sup>nd</sup> floor of HHS)
- Note: Both existing units are over 22-years old with increased service costs over the past few years and have gone down completely multiple times. A crane will be needed to remove and replace equipment, but no other scope needed to complete this portion of the project.*

#### Courthouse

- A/C Unit 4: Temperature control for the server room in the judicial hallway.  
*Note: This scope includes the removal and installation of new ceiling grid.*
- A/C Unit 5: Temperature control for the UPS room and breaker panels in the basement.
- (9) Variable Air Volume Units: Courtrooms 111, 112, and 113 (three per courtroom).

*Note: (6) VAVs are in the base bid, (3) VAVs are in the alternate (one per courtroom). These VAVs are old and are experiencing many repair issues. In addition to the removal and replacement of VAVs, this scope of work includes the repositioning of them, so they are easier to access for repairs and preventative maintenance. Scope also includes new ceiling grids around affected areas.*

- New Split system: This split system will be located on the second floor of the courthouse and will supply the temperature control for the second floor's new IT core server room.

#### Public Safety Center

- Walk-in Cooler and Freezer for the Public Safety Center Jail Kitchen

*Note: Scope includes the shell of the cooler/freezer as well as the compressors on the roof. This unit is 34-years old and has been experiencing an increase in service issues with high repair costs due to the 24/7 nature of the Jail operations. The alternate includes installing a new concrete pad to address the fact that the existing cooler does not have a cooler floor which decreases efficiency and increases ice build-up on the floor when it is not insulated and separate from the surrounding areas.*

#### 2. Bid Process/Recommendation

The Kendall County Misc HVAC Renovations was put out to Bid on November 7, 2024. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 10 contractors were responsive and attended our Pre-Bid walkthrough on November 14, 2024. Ultimately, at the bid opening date of November 22, 2024, we received 6 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document. The lowest responsive and responsible bidder was 1 Source Mechanical Inc. Their base bid including alternates was **\$880,380**.

Cordogan Clark has conducted a project scope review with 1 Source Mechanical Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed the project scope review sheets in full. Cordogan Clark also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that 1 Source Mechanical Inc. be awarded the Misc. HVAC Renovations project for **\$880,380**. as noted above.

The project will also have a Contingency of 5% which equates to **\$44,019** for any potential unforeseen work. Thus, the total value of the project, including contingency, limited CM Site Supervision, CM & AE Fees and other Reimbursables is **\$949,899** as illustrated in the attached Bid Analysis & Budget Sheet.

#### **Staff Recommendation:**

Review and move to County Board for Approval

**Attachments:**

Cordogan Clark Miscellaneous HVAC Bid Recommendation

December 6, 2024

Kendall County  
804 W. John Street, Suite B  
Yorkville, IL 60560  
Attention: Dan Polvere

**RE: Kendall County Misc HVAC Bid Recommendation (RTU & Mini Splits)**

Dear Mr. Polvere:

The Kendall County Misc HVAC Renovations (RTU & Mini Splits) was put out to Bid on November 7, 2024. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 10 contractors were responsive and attended our Pre-Bid walkthrough on November 14, 2024. Ultimately, at the bid opening date of November 22, 2024, we received 6 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document.

The lowest responsive and responsible bidder was 1 Source Mechanical Inc. Their base bid including alternates was \$880,380.00

We have done a project scope review with 1 Source Mechanical Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed our scope review sheets in full. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that 1 Source Mechanical Inc. be awarded the Misc. HVAC Renovations project for **\$880,380.00** as noted above.

The project will also have a Contingency of 5% which equates to \$44,019.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, limited CM Site Supervision, CM & AE Fees and other Reimbursables is **\$949,899.00** as illustrated in the attached Bid Analysis & Budget Sheet. As a gesture of goodwill, Cordogan Clark Construction will NOT charge a Construction Management Fee on this project.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.

Respectfully submitted,

**Cordogan Clark**



Brian Kronewitter, AIA, DBIA  
Principal / Executive Vice President

**County of Kendall Approval:**

BY:

DATE:

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Its representative

**Kendall County**  
**Misc HVAC Renovations (RTU & Mini Splits)**  
**Bid & Budget Analysis - HVAC Bid Package**

December 6, 2024



Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Notes
<b>BP #1 - HVAC</b>				
<b>1 Source Mechanical, Inc.</b>	<b>\$832,250</b>	<b>\$48,130</b>	<b>\$880,380</b>	Include Alt. #1 & Alt. #2
RJ O'Neil Mechanical Contractors	\$835,368	\$46,112	\$881,480	
MG Mechanical Contracting	\$783,000	\$110,000	\$893,000	
F.E. Moran, Inc.	\$834,000	\$149,800	\$983,800	
Artlip & Sons	\$986,400	NO BID	\$986,400	
Amber Mechanical Contractors, Inc.	\$979,000	\$55,000	\$1,034,000	
<b>Total Recommended Lowest Qualified Bids or Estimated Cost:</b>			<b>\$880,380</b>	<b>\$0.00</b>
<b>TOTAL COSTS - SUBCONTRACTORS:</b>			<b>\$880,380</b>	
General Conditions & General Requirements:			\$15,000	Limited on Site Supervision
Precon Fee:			\$1,000	Approved LS Cost
<b>SUBTOTAL BUILDING COST:</b>			<b>\$896,380</b>	
Architectural & Engineering Fees			\$9,000	Approved LS Cost
Other Reimbursables			\$500	
<b>SUBTOTAL BUILDING COST INCLUDING DESIGN:</b>			<b>\$905,880</b>	
Contingency:			\$44,019	5%
<b>TOTAL ESTIMATED PROJECT COST:</b>			<b>\$949,899</b>	

## Bid Package #1 - Mechanical

Kendall County Misc HVAC Renovations (RTU & Mini Splits)

December 6, 2024



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	Alt #1 FPB's & ductwork serving courtroom vestibules 1035, 1074, 1100	Alt #2 Floor slab at the replaced cooler location	Total Base Bid + Accepted Alts.
1 Source Mechanical, Inc. DeKalb, IL	X	X	1-2	\$832,250	\$19,280	\$28,850	\$880,380
RJ O'Neil Mechanical Contractors Montgomery, IL	X	X	1-2	\$835,368	\$23,584	\$22,528	\$881,480
MG Mechanical Contracting Woodstock, IL	X	X	1-2	\$783,000	\$82,000	\$28,000	\$893,000
F.E Moran, Inc. Downers Grove, IL 60515	X	X	1-2	\$834,000	\$131,000	\$18,800	\$983,800
Artlip & Sons Aurora, IL	X	X	1-2	\$986,400	NO BID	NO BID	\$986,400
Amber Mechanical Contractors, Inc. Alsip, IL	X	X	1-2	\$979,000	\$44,000	\$11,000	\$1,034,000
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:							\$880,380



## Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 12/12/2024  
**Subject:** Phase 1 Contingency Reduction #11  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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### **Action Requested:**

Review and Move to County Board for Approval

### **Board/Committee Review:**

N/A

### **Fiscal impact:**

\$ 5,222 reduction of Phase I Contingency. The remaining contingency is \$ \$14,980.

### **Background and Discussion:**

Contingency Reduction #11 includes:

- 1) Credit unused allowance from Lite Construction
- 2) Material and Labor regarding Installation of IT Storage Cabinets in Basement
- 3) Credit unused allowance from Plainfield Grading
- 4) Demolition at (2) basement doors & architectural finish applied to walls
- 5) Re-staking of the curb in the North lot
- 6) Credit unused allowance from Twin Oaks Landscaping

The total request for Contingency Reduction #11 is \$ 5,222 with revised contract amounts as follows. **The current available contingency is \$ \$14,980.**

- Lite Construction: \$2,243,866 (\$ 6,187 - \$2,570 credit = \$3,617 increase)
- Plainfield Grading: \$ 630,904 (\$ 3,000 credit)
- Premium Concrete: \$ 777,509 (\$ 9,000 increase)
- Abbey Paving \$ 412,566 (\$ 605 increase)
- Twin Oaks Landscaping: \$ 96,534 (\$ 5,000 credit)

### **Staff Recommendation:**

Review and Move to County Board for Approval

### **Attachments:**

Contingency Reduction #11



# CONTINGENCY REDUCTION

Owner: ☐  
Architect: ☐  
Construction Manager: ☐  
Contractor: ☐  
Field: ☐

**PROJECT:** Phase One New Office Building

**CONTINGENCY REDUCTION #:** CR-011REV

**CLIENT:** Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

**DATE:** 12/9/2024  
**CONTRACT DATE:**  
**PROJECT #:** 221071

## CONSTRUCTION

**MANAGER:** Cordogan Clark Consulting Services  
960 Ridgeway Avenue  
Aurora, IL 60506

The Contract is changed as follows:

1. Lite Construction	
Credit unused allowance	(\$2,570.00)
PR24 Material & labor for cabinets	\$6,187.00
New Contract Amount	\$2,243,866.00
2. Plainfield Grading	
Credit unused allowance	(\$3,000.00)
New Contract Amount	\$630,904.00
3. Premium Concrete	
Demo at two basement doors & architectural finish applied to walls.	\$9,000.00
New Contract Amount	\$777,509.00
4. Abbey Paving	
Re-staking of the curb in the north lot.	\$605.00
New Contract Amount	\$412,566.00
5. Twin Oaks Landscaping	
Credit unused allowance	(\$5,000.00)
New Contract Amount	\$96,534.00

**SUB-TOTAL FOR CONTINGENCY REDUCTION:** **\$5,222.00**

The Original Contingency was:	\$505,200.00
Net Change by previously authorized Contingency Reductions:	\$484,998.00
The Contingency prior to this reduction was:	\$20,202.00
The Contingency will be decreased by this reduction in the amount of:	\$5,222.00
The new Contingency with this reduction will be:	<b>\$14,980.00</b>
The Contract Time will be (increased) (decreased) (unchanged) by:	( 0 ) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	unchanged.

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

### CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.  
960 Ridgeway Avenue  
Aurora, IL 60505

By: \_\_\_\_\_

Date: \_\_\_\_\_

### OWNER:

Kendall County  
111 W. Fox Street  
Yorkville, IL 60560

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole

**Meeting Date:** 12/12/2024

**Subject:** 3-Year Trane Service Agreement for Building Automation Systems (BAS) at Courthouse, Public Safety Center and Health & Human Services buildings.

**Prepared by:** Dan G. Polvere

**Department:** Facilities Management

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**Action Requested:**

Review and Move to County Board for Approval

**Board/Committee Review:**

N/A

**Fiscal impact:**

Total 3-Year Expense = \$50,072.19

\$16,690.73 from Equipment line item in the FY 2025 Facilities Management Budget

\$16,690.73 from Equipment line item in the FY 2026 Facilities Management Budget

\$16,690.73 from Equipment line item in the FY 2027 Facilities Management Budget

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**Background and Discussion:**

The Trane BAS system is proprietary and has been in place at the John St. Campus for over 20-years. All software updates, subscription license renewals, parts procurement and service must be provided by Trane and performed by certified Trane technicians. Therefore, the following scope of work was not able to be competitively bid.

Scope of Work: Annual Trane Service Agreement for BAS systems at the Courthouse, Public Safety Center and Health & Human Services buildings will include on-site & remote building automation controls systems inspections, software updates & subscription license renewals, BAS controls training for staff, graphics review & changes due to new equipment, database back-ups and priority response for service.

**Staff Recommendation:**

Review and Move to County Board for Approval

**Attachments:**

Trane Connected Building Select Agreement



## TRANE CONNECTED BUILDING SELECT AGREEMENT

**Trane Office**

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

**Company Name**

Kendall County  
804 W John St. Suite B  
Yorkville, IL 60560

**Trane Representative**

Jason Jameau  
Cell: (630) 642-8756  
Office: (630) 734-3200

**Site Address**

Kendall County  
807 W John St  
Yorkville, IL 60560

**Proposal ID**

7900042

**Service Contract Number****Contact Telephone Number for Service**

(630) 734-3200



October 16, 2024



EXECUTIVE SUMMARY



Research has shown that regular maintenance can:

Cut unexpected breakdowns by .....	70-75%*
Reduce downtime by .....	35-45%*
Lower equipment repairs and maintenance costs by .....	25-30%*
Reduce energy consumption by .....	5-20%*

\* Source: FEMP O&M Guide – July 2004

Connected Building Services

Gain a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

A data driven point of view...

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports.
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance until performance visibility and schedule o-demand virtual maintenance and troubleshooting as well as having more facts to asses operational decisions and service/maintenance trade-offs



Key Elements of this service

<p>Utility Benchmarking Analysis</p>	<p>Building &amp; Energy Performance Summary Dashboards</p>	<p>Building Performance Assessment</p>
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Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



## GETTING CONNECTED

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.




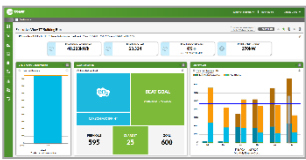


### Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.

## CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to “see” what’s not physically evident using trend data that’s illustrated via dashboards in Trane Connect™. It’s a deeper level of information that enables you to understand what’s happening at the system level—so technicians can address root causes instead of the symptoms. You’ll get more bang from your service budget.

### Available Trane Connect Applications

	<b>Remote Access</b> - Control and manage your equipment, spaces and buildings while optimizing performance <i>(Note: included for all Trane Controls customers)</i>		<b>Reports</b> - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.
	<b>Service</b> - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.		<b>Dashboards</b> - Visualize and track the information most important to you, including opportunities for optimization and improvement.
	<b>Building &amp; Energy Applications</b> - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i>		<b>Utility Management</b> - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i>

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.





## ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

### Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



## REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

### Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports



## PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building—based on a predetermined schedule.

### Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure





## UP-FRONT CONVERSATIONS

Up-front Conversations provide prior notification regarding when your Trane technician will be actively working on the system, and the planned scope of the assessment. Proactive communication provides information about when, which aspects, and why the Trane technician is reviewing your system.

### Advantages:

- Implementation: Know which systems or equipment may be affected in advance
- Alert security and maintenance personnel that a Trane technician will be actively working on site
- Plan ahead to address current questions and concerns; schedule service or coaching at the same time
- Use the opportunity to discuss which improvement opportunities should be prioritized; which can wait



### Implementation:

- Advance notification of the planned scope of work and any short-term system affects
- Communication of customer requirements, such as site access or security clearance
- Scheduling for "end of day" follow-up conversation
- Inquiry into current concerns for investigation
- Identification of future operator training or coaching requirements

## SOFTWARE UPDATE AND TRAINING

Software Updates and training provides software installation and maintenance, along with information and demonstrations on new features and functionality.

\*\*\*BCU Software updates performed by a Trane technician, are proprietary to Trane. \*\*\*

### Advantages:

- Proactively maintain BAS system software to each new version
- Gain new and improved capabilities as technology progresses
- Know how to gain the full advantages of system enhancements
- Keep BAS software compatible with current operating systems and browsers
- These updates also ensure the system is current and help ensure a layer of Cybersecurity

### Implementation:

- Proactive notification of software releases
- Installation and administration of software and/or firmware upgrades
- Comprehensive system and database backup and archiving
- Operator coaching and/or up-front discussion on new features





## OPERATOR COACHING AND USER SUPPORT

Operating Coaching and user support, delivered by Trane technicians, raises staff expertise in building automation system (BAS) operation. Information may be delivered remotely with connection or one-on-one at your facility.

### Advantages:

- Align staff habits to industry-best practices
- Correct practices that are detrimental to system efficiency
- Answer operational questions
- Regain forgotten or underutilized system functionality



### Implementation:

- Staff coaching by Trane technicians delivered remotely (by phone) or on-site at the time of inspections or service visits
- Proactive training to strengthen user capabilities
- Reactive coaching based on observed practices
- First 30 minutes of phone support is free.

## ALARM LOG REVIEW

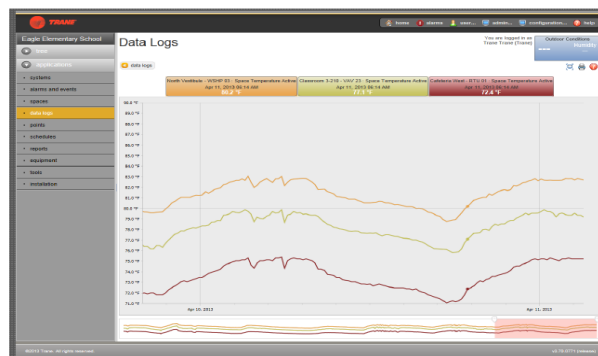
Alarm Log Review assesses each alarm that has been triggered since the last review, sorting nuisance alarms from events that require corrective action. Trane provides both an explanation of what each alarm means and guidance on next steps.

### Advantages:

- Identify critical events within your mechanical and/or BAS systems
- Troubleshoot and initiate repairs proactively
- Prioritize repair/replace decisions through root-cause analysis
- Reassess whether set alarm parameters reflect your environmental requirements
  - For example, if an alarm set at 74 degrees triggers repeatedly, you may determine there is minimal risk to resetting the alarm to 76 degrees

### Implementation:

- Alarm nature/cause determination through data analysis and customer discussions
- Differentiation of significant events and nuisance alarms
- Guidance on alarm parameters, if needed
- Alarm Log Reviews: as stated in the Agreement







## SCHEDULE REVIEW

Schedule Review compares system programming to the actual times when the facility is in use, taking into consideration normal business hours, weekends and holidays. Trane technicians review data to determine whether changes in programming or facility use may be beneficial.

### Advantages:

- Gain better alignment between when the facility is occupied and when heating/cooling systems are running
- Reduce energy use during unoccupied times
- Use the insight to optimize how and when a facility is used, and to leverage the advantages of system zoning
  - For example, if the same group is overriding the entire building's heating or cooling system every Saturday morning for a meeting, it may be efficient to move the meetings to a different room in a more limited heating/cooling zone



### Implementation:

- Scheduling reports
- Review and analysis of scheduling deviations and abnormalities
- Use-based recommendations for system optimization and efficiency

## GRAPHICS REVIEW

Graphics Review ensures the building automation system interface is operating properly, and that it continues to serve current user needs.

### Advantages:

- Maximize usability with a flawless interface
- Ensure that graphics maintain full functionality
- Keep graphics aligned to user needs

### Implementation:

- Review for data source/naming alignment
- Check for and fix broken links
- Consultation and recommendations for graphic enhancements or revisions



*Graphics shown are representational only, review does not include upgrade.*



## OVERRIDE REVIEW

Override Review determines which systems are operating in an override setting and which are operating as scheduled. It identifies where settings have been manually altered since the previous review.

### Advantages:

- Understand what is driving overrides before releasing them
- Assess whether repeated override settings should become the new normal
- Uncover the causes of occupant discomfort or excessive energy use

### Implementation:

- Override-report review and cause determination
- Assessment for system problems that are driving repeated overrides (For example, tenants are consistently too hot or too cold in a particular area)
- Recommendations for additional training on system functionality
- Suggestions for improving sequencing or scheduling

## BAS SYSTEM PERFORMANCE AND EVALUATION

BAS System Performance and Evaluation validates that the controls system is operating properly, and that all components are fully functional.

### Advantages:

- Gain reassurance that the BAS system is operating correctly
- See early indicators of developing failures and shutdowns
- Find out faster when a system is in failure mode
  - Determine where a communication failure has occurred, and how to resolve it



### Implementation:

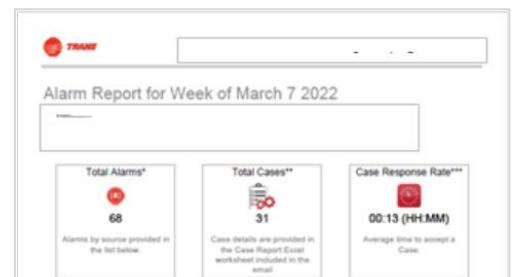
- Check controls memory, processors and resource utilization
- Confirmation that microprocessor components are operating within correct parameters
- Validation of network communication and link stability
- Identification of areas for concern

## ACTIVE MONITORING

Safeguard against equipment faults that can cause downtime or system failure with real-time monitoring. Continuous digital observation and automated notification of any deviation in the performance of critical building parameters.

### Implementation:

- 24/7 tracking by Trane professionals
- Alerting and alarms based on your rules
- Analysis of alarm trends to identify potential root cause issues
- Regular reports of alarms





## CRITICAL SENSOR HEALTH CHECK

Critical Sensor Health Check inspects specified environmental sensors for accuracy, calibration and signs of developing failures. Trane will validate sensors according to your direction: Outside air temperature, humidity, CO2, chiller plant header temperature, chilled water system pressure, AHU discharge temperatures and/or zone sensors.

### Advantages:

- Maintain accurate and consistent environmental control
- Increase uptime; reduce downtime caused by environmental variances
- Confirm the accuracy of data, and minimize the consequences of inaccurate readings
  - For example, if an outdoor air temperature sensor is reading too cold, heating systems may be running excessively and compromising comfort and energy efficiency



### Implementation:

- Review critical sensors for accuracy and proper calibration
- Repair/replace recommendations for faulty sensors
- Check relationships between connected sensors

## TECHNICIAN-CUSTOMER REVIEW

Technician-Customer Review concludes the visit with a summary of actions and findings—conducted remotely or on-site.

### Advantages:

- Gain professional insight into the concerns you identified during the up-front conversation
- Obtain written documentation of the completed work and additional service recommendations
- Plan and prioritize future service work

### Implementation:

- Verbal discussion and written documentation of completed work
- Identification of developing issues that should be monitored
- Presentation of findings requiring additional service, including work that falls outside the scope of the Trane Service Agreement

## LOCAL REMOTE SUPPORT AS AN ADDED VALUE

Local Remote Support: (630) 734-3200 (Monday – Friday 7 am to 4 pm)

\*\*\*Available with remote connection only \*\*\*

- Trane shall remotely diagnose issues (up to 30 minutes) via out of the BAS energy center in Willowbrook, IL
- Trane to assist customer in resolving issue related to their BAS system.
- Update assigned technician(s) of system problems, system modification, as well as coordinate dispatching as required.



## CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season.

### Advantages:

- **Empower your Trane Technician:** Operators may make manual changes during the heating or cooling season to accommodate comfort requirements
- **Tuning:** During Control Loop Tuning, any changes made in the previous months are reviewed and adjusted to accommodate changing seasonal conditions.
- **Flexible & Secure Operations:** The operation of mechanical loop components is verified as well.



## SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems and identify and correct programming errors, failed points, points in alarm, and points that have been overridden.

Software Optimization improves system efficiency, assures compliance with specified conditions, and reduces risk of costly and disruptive system problems

### Advantages:

- **Empower your Trane Technician:** Operators may make manual changes during the heating or cooling season to accommodate comfort requirements
- **Access your HVAC equipment anywhere:** During Control Loop Tuning, any changes made in the previous months are reviewed and adjusted to accommodate changing seasonal conditions.
- **Flexible & Secure Connectivity Options:** The operation of mechanical loop components is verified as well.







## HVAC EQUIPMENT COVERAGE

### Kendall County Courthouse

The following "Covered Equipment" will be serviced at Kendall County Courthouse: 807 W John St. Yorkville 60560

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516980	E21D09746	

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X402501250	NS-22299826	

### Kendall County Public Safety Building

The following "Covered Equipment" will be serviced at Kendall County Public Safety Building: 1102 Cornell Lane Yorkville, IL 60560

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516980	E19D71955	

### Kendall County Health Department

The following "Covered Equipment" will be serviced at Kendall County Health Department: 811 W John St. Yorkville, IL 60560

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516980	NS-22299824	
Tracer Ensemble	1	Trane	X402501250	E21C00803	

Tracer™ SC System Controller






## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

One (1) On-Site BAS Building Automation Control Systems Inspection	Yes
One (1) Remote BAS Building Automation Control Systems Inspection	Yes
One (1) Ensemble Inspection and update software on Kendall County's server	Yes
Ensemble Management System (SMP) Software Maintenance Plan Updates to the latest version (3) year subscription license  Trane service to provide Necessary and recommended to stay update to date on latest version on Kendall County's server	Yes
Owner / User BAS Controls Training included as part of agreement	Yes
SC+ BAS Software Updates to the latest version A/R. ***Proprietary to Trane*** necessary and recommended during the operating inspection.  Note: Each SC+ for a total of 4 will require the (SMP) Updates	Yes
BAS Technical Local Remote Phone Support Service (7 am – 4 pm M-F) ** Available with connection **	Yes
 XOi Vision Technology as part of the agreement.	Yes
SC Database Backups to prevent major downtime of the building	Yes
Priority Response for service A/R <b>630-734-3200</b>	Yes
Discounted Repair Labor	Quoted/Billable
Discounted Replacement Parts	Quoted/Billable
Trane commercial safe work practices and guidelines	Yes



# PRICING AND ACCEPTANCE

Dan Polvere  
Kendall County

Site Address:  
Kendall County Courthouse  
807 W John St  
Yorkville, IL 60560

## Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Connected Building Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

## Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$16,690.73		
Year 2	\$16,690.73		
Year 3	\$16,690.73		

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

## Term

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2027, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 7100 South Madison, Willowbrook, IL 60527.

## Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

## Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.



**Cancellation by Company**

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Jason Jameau
_____	Proposal Date: October 16, 2024
Printed Name	Cell: (630) 642-8756
_____	Office: (630) 734-3200
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2025.  
Total Contract Amount: \$50,841.99 USD.

**Parts Contingency Opt-Out**

☐ By checking this box, you have indicated that you have chosen to opt-out of the 10% parts contingency. Repairs and/or additional services that Trane deems necessary will be quoted separately in addition to this proposal.

Signature: \_\_\_\_\_





## TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions ("Terms") 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 following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**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. Acceptance.** 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 these 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 perform in accordance with the Proposal and 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 performance 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 Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) 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.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. 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 REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, 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.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. 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 OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and 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 premises, not brought onto the premises by Company. Company shall be required to resume performance 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 premises site for the presence of Hazardous Materials.



**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement 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 or its insurer waive rights of subrogation.

**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 is 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 Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; 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. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. 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 Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States 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 Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. 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 Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. 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.

**20. U.S. Government Services. 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 Services are 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 Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. 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 or 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.

1-26.130-7 (0724)  
Supersedes 1-26.130-7 (0821)





## **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



## TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. **Terms Supplemental.** These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.
2. **Definitions.**

**"Malicious Code"** means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

**"Customer Data"** means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

**"Users"** means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.
3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term.
4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).
5. **Customer's Responsibilities.** Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.
6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.
7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.
9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.
10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.
11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.
12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.
13. **Data Retention.** Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.
14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.
15. **Communications – Ethernet.** Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not





be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

**16. Logging and Data Mining.** Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

**17. Anti-Virus Prevention.** Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

**18. Disaster Recovery.** In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

**19. No Warranties.** CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

**20. Privacy or Confidentiality.** The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

**21. Intellectual Property.** Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

**22. Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

**23. Customer Indemnity.** Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

**24. Change in Terms and Conditions.** Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

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## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

#### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### Service 1: CB

#### Description

- Review Schedules Customer
- Review Overrides
- Backup SC+
- Review Alarm Log
- Wireless Support
- Owner Training
- Graphics Review

### Service 2: Upgrade Tracer Ensemble Software Onsite

#### Description

- Coordination with Customer Upgrade Timing
- Back Up Database
- Install New Tracer Ensemble Software Version
- Verify BAS Configuration, Programming and Graphics
- Backup System
- Train Customer on New Tracer Ensemble Features

### Service 3: Remote Running Inspection

#### Description

- Remote Running Inspection (RSS)



## Kendall County Agenda Briefing

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**Meeting Type:** Committee of the Whole  
**Meeting Date:** 12/12/2024  
**Subject:** Phase II County Office Building Renovations Bids  
**Prepared by:** Dan G. Polvere  
**Department:** Facilities Management

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### **Action Requested:**

Review and Move to County Board for Approval

### **Board/Committee Review:**

N/A

### **Fiscal impact:**

Total cost of \$9,920,889 to be paid from the Building Fund, with a portion related to HVAC work expensed to ARPA.

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### **Background and Discussion:**

The Phase II County Office Building Renovation project was put out to bid on October 31, 2024. Over 850 Trade Contractors were notified and sent invitations to bid for the project. At the bid opening date of November 26, 2024, we received multiple bids on Bid Packages 1, 3, 5, 6, 7, 8, 9, and 10. We did not receive enough qualified proposals for Bid Package 2 (structural steel) to open at that time, so this one was not read out loud, or recorded. The bid due date was extended for this package in order to get competitive pricing. The final bid opening for Bid Package 2 occurred on December 5, 2024, of which we had received pricing for the remaining package.

As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the County Board to consider. We are recommending the following:

- Alternate #1: Terrazzo Multi Color Alternate
- Alternate #4: Revised Layout – First Floor Bathroom

The attached Bid Tabulations by each individual Bid Package and Financial Summary illustrates the recorded bids, including the aforementioned cost savings, as recommended value-based design options, accepted Bid Alternates and Voluntary Alternates and any other necessary adjustments, plus all other associated hard and soft costs and construction contingency.

The lowest responsive and responsible bidders that Cordogan Clark recommends being awarded Contracts and the Contract Values after value engineering and other adjustments and alternates is as follows:

- Bid Package 1 – General Trades – Lite Construction at \$2,581,470
- Bid Package 2 – Structural Steel – Guardian Steel at \$397,000
- Bid Package 3 – Asphalt, Pavers, & Site Concrete – Abbey Paving at \$246,970
- Bid Package 4 – Glass & Glazing Systems – CMM Group at \$814,371
- Bid Package 5 –Flooring – TSI Commercial Flooring at \$597,635
- Bid Package 6 – Fire Protection – Nelson Fire Protection at \$165,279
- Bid Package 7 – Plumbing – Omega Plumbing \$297,500
- Bid Package 8 – Mechanical – Artlip & Sons at \$876,300
- Bid Package 9 – Electrical – AWF, Inc. \$1,022,000
- Bid Package 10 – Landscaping – ASE Illini -Scapes at \$56,692

The overall project will also have a general contingency for the work that Cordogan Clark (CC) will manage as needed to account for items that may arise on the project. We recommend that a 5% construction contingency be set aside, which equates to a sum of \$379,611. Also, an allowance of \$140,000 has been included in the Project cost analysis for security systems, access controls and panic devices for future procurement. Thus, the total value of the Kendall County Phase Two Office Building, including contingency, miscellaneous other costs and soft costs is \$9,920,889.

**Staff Recommendation:**

Review and forward to County Board for Approval

**Attachments:**

Phase II Recommendation Letter From Cordogan Clark



December 10, 2024

Kendall County  
804 W. John Street, Suite B  
Yorkville, IL 60560  
Attention: Dan Polvere

**RE: Kendall County Phase Two Office Building – Bid Groups 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 Bid Recommendation**

Dear Mr. Polvere:

The Kendall County Phase Two Office Building was put out to bid on October 31, 2024. Over 850 Trade Contractors were notified and sent invitations to bid for the project. At the bid opening date of November 26, 2024, we received multiple bids on Bid Packages 1, 3, 5, 6, 7, 8, 9, and 10. We did not receive enough qualified proposals for Bid Package 2 to open at that time, so this one was not read out loud, or recorded. In the interest of Kendall County, we extended the bid due date for this package in order to get competitive pricing. The final bid opening for Bid Package 2 occurred on December 5, 2024, of which we had received pricing for the remaining package.

As shown on the Bid/Budget Analysis, Cordogan Clark has pursued additional cost items for the Kendall County to consider. We are recommending the following:

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Also, this Bid Analysis sheet illustrates the Bid vs Budget comparison to our estimate, and we are happy to report that this Total Project cost is \$91 below our estimated total.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.  
Respectfully submitted,

**Cordogan Clark**



Brian Kronewitter, AIA, DBIA  
Executive Vice President

**County of Kendall Approval:**

BY:

DATE:

\_\_\_\_\_  
Its representative



**Kendall County**  
**Phase 2 County Office Building**  
**Bid & Budget Analysis**

December 10, 2024



			GSF:	21,678			
Bidder's Name	Base Bid	Accepted Alts. + Contingency Allowances	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
<b>BP #1 - General Trades</b>	Estimated Cost:		<b>\$3,340,264</b>	<b>(\$758,794)</b>	<b>\$154.09</b>	<b>-23%</b>	<b>\$119.80</b>
<b>Lite Construction</b>	<b>\$2,597,000</b>	<b>(\$15,530)</b>	<b>\$2,581,470</b>		Accept Alt. #4 - Revised Layout, \$35K Alum. Hdwr Credit + \$8K Signage Allowance		
R.L. Sohol	\$3,417,000						
<b>BP #2 - Structural Steel</b>	Estimated Cost:		<b>\$224,700</b>	<b>\$172,300</b>	<b>\$10.37</b>	<b>77%</b>	<b>\$18.59</b>
<b>Guardian Steel</b>	<b>\$397,000</b>		<b>\$397,000</b>				
Lite Construction	\$403,000		\$403,000				
Waukegan Steel	\$497,000		\$497,000				
<b>BP #3 - Asphalt, Pavers, &amp; Site Concrete</b>	Estimated Cost:		<b>\$170,041</b>	<b>\$76,929</b>	<b>\$7.84</b>	<b>45%</b>	<b>\$11.39</b>
<b>Abbey Paving</b>	<b>\$204,970</b>	<b>\$42,000</b>	<b>\$246,970</b>		Added Wear Course Allowance		
<b>BP #4 - Glass &amp; Glazing Systems</b>	Estimated Cost:		<b>\$1,006,763</b>	<b>(\$192,392)</b>	<b>\$46.44</b>	<b>-19%</b>	<b>\$37.57</b>
<b>CMM Group</b>	<b>\$764,371</b>	<b>\$50,000</b>	<b>\$814,371</b>		Glass Hand & Guardrail + Alum. Door Hardware Allowance		
<b>BP #5 - Flooring</b>	Estimated Cost:		<b>\$291,963</b>	<b>\$305,672</b>	<b>\$13.47</b>	<b>105%</b>	<b>\$27.57</b>
<b>TSI Commercial Flooring</b>	<b>\$245,220</b>	<b>\$352,415</b>	<b>\$597,635</b>		Added Multi-color Terrazzo + Alt. #4		
Douglas Floor Covering	\$259,900	\$349,500	\$609,400		Added Multi-color Terrazzo + Alt. #5		
Superior Floor Covering	\$416,500	\$229,910	\$646,410		Added Multi-color Terrazzo + Alt. #6		
Consolidated Flooring	\$275,332	NO BID			Non Compliant Bid - Missed Terrazzo Alternate		
<b>BP #6 - Fire Protection</b>	Estimated Cost:		<b>\$160,735</b>	<b>\$4,544</b>	<b>\$7.41</b>	<b>3%</b>	<b>\$7.62</b>
<b>Nelson Fire Protection</b>	<b>\$165,279</b>		<b>\$165,279</b>		Accept Alt. #4 - Revised Layout		
Valley Fire Protection	\$174,800		\$174,800		Accept Alt. #4 - Revised Layout		
<b>BP #7 - Plumbing</b>	Estimated Cost:		<b>\$208,858</b>	<b>\$88,642</b>	<b>\$9.63</b>	<b>42%</b>	<b>\$13.72</b>
<b>Omega Plumbing</b>	<b>\$297,500</b>		<b>\$297,500</b>		Alt. #4 - Revised Layout		
John's Service & Sales	\$265,100		\$265,100		Non Compliant Bid - Missed Site Utilities		
<b>BP #8 - Mechanical</b>	Estimated Cost:		<b>\$858,533</b>	<b>\$17,767</b>	<b>\$39.60</b>	<b>2%</b>	<b>\$40.42</b>
<b>Artlip &amp; Sons</b>	<b>\$876,300</b>		<b>\$876,300</b>		Alt. #4 - Revised Layout		
Key West Metal Industries	\$639,000		\$639,000		Missing Scope - Non Compliant Bid		
John's Service & Sales	\$897,800		\$897,800		Alt. #4 - Revised Layout		
F.E. Moran	\$949,000	\$2,300	\$951,300		Alt. #4 - Revised Layout		
Flo-Tech Mechanical Systems	\$954,000		\$954,000		Alt. #4 - Revised Layout		
MG Mechanical	\$963,000	\$2,000	\$965,000		Alt. #4 - Revised Layout		
Amber Mechanical	\$977,000	\$6,900	\$983,900		Alt. #4 - Revised Layout		

**Kendall County**  
**Phase 2 County Office Building**  
**Bid & Budget Analysis**

December 10, 2024



December 10, 2024			GSF:	21,678			
Bidder's Name	Base Bid	Accepted Alts. + Contingency Allowances	Total Base Bid + Alts.	Delta From Estimate	Notes & Estimate Cost/SF	% Over / Under	Low Bid SF Cost
Helm Mechanical	\$1,055,000	\$1,000	\$1,056,000		Alt. #4 - Revised Layout		
BP #9 - Electrical	Estimated Cost:		\$1,035,006	(\$13,006)	\$47.74	-1%	\$47.14
AWF Inc.	\$1,169,000	(\$147,000)	\$1,022,000		Credit for Generator, Alt. UPS mfg. + Alt #4		
Fitzgeralds Electrical Contracting	\$1,249,600	\$2,400	\$1,252,000		Alt. #4 - Revised Layout		
Morse Electric	\$1,874,930		\$1,874,930		Alt. #4 - Revised Layout		
Volt Electric	\$1,936,567	\$11,300	\$1,947,867		Alt. #4 - Revised Layout		
BP #10 - Landscaping	Estimated Cost:		\$57,299	(\$607)	\$2.64	-1%	\$2.62
ASE Illini-Scapes	\$56,692		\$56,692				
4 Seasons Landscaping	\$65,744		\$65,744				
Twin Oaks Landscaping	\$66,660		\$66,660				
Cox Landscaping	\$76,815		\$76,815				
Security Cameras & Access Controls/Panics	Estimated Cost:		\$140,000	\$0	\$6.46	0%	\$6.46
TBD (Budget Plug)	\$0		\$140,000				
*Total Recommended Lowest Bids or Estimated Cost:			\$7,195,217	(\$298,945)	Low Bid Cost + Contingency Allow. vs Estimate Total		\$331.91
TOTAL COSTS - SUBCONTRACTORS:			\$7,195,217	\$7,107,308	FINAL BUDGET ESTIMATE		\$331.91
Construction Contingency:			\$379,611	\$467,611	Original & Final Contingency Less Allowances Added to BP Contracts		
SUBTOTAL COSTS W/ CONTINGENCY:			\$7,574,828	\$7,574,919	FINAL BUDGET ESTIMATE		\$349.42
Escalation:			\$0	\$0	Rolled Into BP Estimates		
SUBTOTAL COST W/ CONTINGENCY & ESCALATION:			\$7,574,828	\$7,574,919	FINAL BUDGET ESTIMATE		\$349.42
CM General Conditions & General Requirements:			\$605,994	\$605,994			
CM Fee:			\$359,809	\$359,809			
Insurance & Bonds			\$0	\$0	Rolled Into BP Estimates		
TOTAL CONSTRUCTION COST:			\$8,540,631	\$8,540,722	FINAL BUDGET ESTIMATE		\$393.98
Architectural/Engineering Fees:			\$683,258	\$683,258			
Soft Costs (FF&E, Borings/Env./Reimbursables):			\$697,000	\$697,000			
TOTAL PROJECT BUDGET:			\$9,920,889	\$9,920,980	FINAL CD ESTIMATE		\$457.65
			(\$91)	OVER/(UNDER) BUDGET			

**Bid Package #1 - General Trades**  
**Kendall County Phase 2 Office Building**  
November 26, 2024



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn.	Base Bid	ALT #2 All Glass entry system in rooms 109, 208, & 331	ALT #3 Operable egress windows on west side of bldg	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
Lite Construction Montgomery, IL	X	X	1 - 4	\$2,597,000	No Bid	No Bid	\$11,470	\$2,597,000
RL Sohol General Contractor Plainfield, IL	X	X	1 - 4	\$3,417,000	No Bid	No Bid	No Bid	\$3,417,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>								<b>\$2,597,000</b>

## Bid Package #2 - Structural Steel

Kendall County Phase 2 Office Building

December 5, 2024



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn.	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Guardian Construction Products Naperville, IL	X	X	1 - 5	\$397,000	\$7,800	\$397,000
Lite Construction Montgomery, IL	X	X	1 - 5	\$403,990		\$403,990
Waukegan Steel Waukegan, IL	X	X	1 - 5	\$497,600		\$497,600
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$397,000

### Bid Package #3 - Asphalt, Pavers, & Site Concrete

Kendall County Phase 2 Office Building

November 26, 2024



#### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn.	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Abbey Construction Aurora, IL	X	X	1 - 4	\$204,970		\$204,970
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$204,970

**Bid Package #4 - Glass & Glazing Systems**  
**Kendall County Phase 2 Office Building**  
 November 26, 2024



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #2 All Glass entry system in rooms 109, 208, & 331	ALT #3 Operable egress windows on west side of bldg	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
CMM Group Lansing, IL	X	X	1 - 3	\$764,371	\$60,000	\$4,000	NO COST CHANGE	\$764,371
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:								\$764,371

**Bid Package #5 Flooring**  
**Kendall County Phase 2 Office Building**  
**November 26, 2024**



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #1a Single Color Terrazzo Floor	ALT #1b Multiple Color Terrazzo Floor	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
TSI Comm Floor Covering Orland Park, IL	X	X	1 - 4	\$245,220	\$321,650	\$345,120	\$7,295	\$597,635
Douglas Floor Covering North Aurora, IL	X	X	1 - 4	\$259,900	\$315,000	\$339,500	\$10,000	\$599,400
Superior Floor Covering Frankfort, IL	X	X	1 - 4	\$416,500	\$193,200	\$217,350	\$12,560	\$633,850
Consolidated Flooring Addison, IL	X	X	1 - 4	\$275,332	No Bid	No Bid	\$8,082	NON RESPONSIVE
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>								<b>\$597,635</b>



**Bid Package #6 - Fire Protection**  
**Kendall County Phase 2 Office Building**  
**November 26, 2024**



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
Nelson Fire Protection Rockford, IL	X	X	1	\$165,279	NO COST CHANGE	\$165,279
Valley Fire Protection St. Charles, IL	X	X	1 - 4	\$174,800	NO COST CHANGE	\$174,800
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$165,279

**Bid Package #7 - Plumbing**

**Kendall County Phase 2 Office Building**

**November 26, 2024**



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
Omega Plumbing Joliet, IL	X	X	1 - 4	\$297,500	NO CHANGE	\$297,500
John's Service & Sales Oglesby, IL	X	X	1 - 4	\$265,100	No Bid	NON COMPLIANT BID
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						NON COMPLIANT

## Bid Package #8 - Mechanical

### Kendall County Phase 2 Office Building

November 26, 2024



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
Key West Metal Industries Crestwood, IL	X	X	1 - 4	\$639,000	No Bid	\$639,000
<b>Artlip &amp; Sons Aurora, IL</b>	<b>X</b>	<b>X</b>	<b>1 - 4</b>	<b>\$876,300</b>	<b>NO COST CHANGE</b>	<b>\$876,300</b>
John's Service & Sales Oglesby, IL	X	X	1 - 4	\$897,800	No Bid	\$897,800
F.E. Moran Downers Grove, IL	X	X	1 - 4	\$949,000	\$2,300	\$951,300
Flo-Tech Mechanical Systems Addison, IL	X	X	1 - 4	\$954,000	No Bid	\$954,000
MG Mechanical Woodstock, IL	X	X	1 - 4	\$963,000	\$2,000	\$965,000
Amber Mechanical Alsip, IL	X	X	1 - 4	\$977,000	\$6,900	\$983,900
Helm Mechanical Westmont, IL	X	X	1 - 4	\$1,055,000	\$1,000	\$1,056,000
<b>Total Apparent Lowest Responsive &amp; Responsible Bidder + Accepted Alternates:</b>						<b>\$639,000</b>

## Bid Package #9 - Electrical

Kendall County Phase 2 Office Building

November 26, 2024



### BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	ALT #4 Revise layout of room 118, 119, 120, & 127A	Total Base Bid + Accepted Alts.
AWF Inc. Aurora, IL	X	X	1 - 4	\$1,169,000	NO COST CHANGE	\$1,169,000
Fitzgeralds Electrical Contracting Big Rock, IL	X	X	1 - 4	\$1,249,600	\$2,400	\$1,252,000
Morse Electric Freeport, IL	X	X	1 - 4	\$1,874,930	No Bid	\$1,874,930
Volt Electric Big Rock, IL	X	X	1 - 4	\$1,936,567	\$11,300	\$1,947,867
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$1,169,000

**Bid Package #10 - Landscaping**  
**Kendall County Phase 2 Office Building**  
 November 26, 2024



**BID TABULATION:**

Vendor Name / Address	Bid Bond	Signed Bid Form	Addn	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
ASE Illini-Scapes Oswego, IL	X	X	1 - 4	\$56,692		\$56,692
4 Seasons Landscaping Yorkville, IL	X	X	1 - 4	\$65,744		\$65,744
Twin Oaks Landscaping Oswego, IL	X	X	1 - 4	\$66,660		\$66,660
Cox Landscaping Yorkville, IL	X	X	1 - 2	\$76,815		\$76,815
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$56,692

# 2025 KENDALL COUNTY, ILLINOIS MEETING SCHEDULE

*ALL County Board Committee Meetings in 2025 will be held in the Court Room at the Kendall County Historic Court House on 110 W Madison St, Yorkville IL*

<b>MONDAY</b>		
Human Resources & Insurance	1 <sup>st</sup> Monday of the month	5:30pm
Facilities Management & Technology	1 <sup>st</sup> Monday of the month	4:00pm
Historic Preservation	3 <sup>rd</sup> Monday of the month	6:00pm
Planning, Building & Zoning	Monday of the week before 2 <sup>nd</sup> Board Meeting	6:30pm
Zoning Board of Appeals	1 <sup>st</sup> Monday following Plan Commission Meeting	7:00pm
<b>TUESDAY</b>		
County Board (1 <sup>st</sup> Mtg)	1 <sup>st</sup> Tuesday of the month	6:00pm
County Board (2 <sup>nd</sup> Mtg)	3 <sup>rd</sup> Tuesday of the month	9:00am
Highway Department <i>Meets @ HWY Dept, 6780 Route 47</i>	2 <sup>nd</sup> Tuesday of the month	3:30pm
Zoning, Plating Advisory (ZPAC)	1 <sup>st</sup> Tuesday of the month	9:00am
<b>WEDNESDAY</b>		
Economic Development & Admin	3 <sup>rd</sup> Wednesday of the month	5:30pm
Comprehensive Land Plan & Ordinance	4 <sup>th</sup> Wednesday of the month	5:00pm
Regional Planning Commission (RPC)	4 <sup>th</sup> Wednesday of the month	7:00pm
<b>THURSDAY</b>		
Committee of the Whole	Thursday of the week before the 2 <sup>nd</sup> County Board Mtg	4:00pm
Finance & Budget	Thursday of the week after the 2 <sup>nd</sup> County Board Mtg	4:00pm

