

Lehigh Area School District
1000 Union Street
Lehigh, PA 18235

Tuesday, July 6, 2021
BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA

Lehigh Area School District
1000 Union Street
Lehigh, PA 18235
9:00 AM

Opening Exercises

Subject	Pledge of Allegiance
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Opening Exercises
Access	Public
Type	Procedural



Please rise and recite the Pledge of Allegiance

Subject	Call to Order
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Opening Exercises
Access	Public
Type	Procedural

Presiding officer will call the Buildings & Grounds Committee Meeting to order.

Subject	Roll Call
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Opening Exercises
Access	Public
Type	Procedural

PR/AB

	Ms. Joy Beers
	Mr. Stephen Holland
	Mr. Wayne Wentz

Also Present:
Mr. Jonathan Cleaver, Mr. Kyle Spotts, Mr. Edward Rarick
Mrs. Melissa Hunsicker - Recording Secretary

Buildings & Grounds Review

Subject	Item for Review
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information

Subject	Old Business
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information

1. Budget Update
2. Gym Floor Re-surfacing
3. Summer Personnel
4. Summer Projects
5. C.M. Eichenlaub Co. Fitness Equipment Contract

Subject	High School
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information
1. Summer Cleaning	

Subject	Middle School
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information
1. Summer Cleaning	

Subject	Elementary Center
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information
1. Summer Cleaning	

Subject	Athletic Fields/Grounds
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review .
Access	Public
Type	Discussion, Information

Subject	Equipment
Meeting	Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA
Category	Buildings & Grounds Review
Access	Public
Type	Discussion, Information

Subject**New Business**

Meeting Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA

Category Buildings & Grounds Review

Access Public

Type Discussion, Information

1. H.T. Lyons Administration Maintenance Agreement.
2. Automated Logic Service Agreement.
3. H.T. Lyons Tosibox Installation

Communications

Subject**Public Comment**

Meeting Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA

Category Communications

Access Public

Type Procedural

Subject**Meeting Announcements**

Meeting Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA

Category Communications

Access Public

Type Information

The next Buildings & Grounds Committee Meeting will be held on Tuesday, , 2021, at 9:00 AM.

Subject**Adjournment**

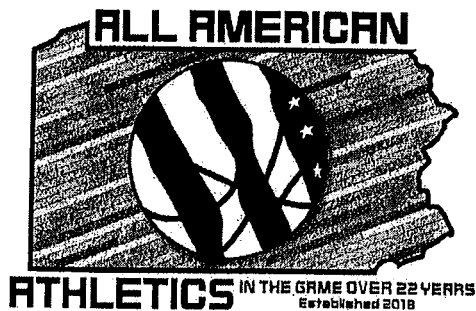
Meeting Jul 6, 2021 - BUILDINGS & GROUNDS COMMITTEE MEETING - AGENDA

Category Communications

Access Public

Type Action, Procedural

Recommended Action MOTION by , SECONDED by , to adjourn the Meeting.



860 Bridle Path Dr
Wexford, PA 15090

724-331-0242 cell
aaajohntrageser@gmail.com

PROPOSAL

Pages: 1 of 1

Date: May 3, 2021

COSTARS #014-212

To: Lehigh School District
Attn: Kyle Spotts

Re: Pricing for Recoating for Gym Floors: OWNER TO REMOVE ALL TAPE PRIOR TO PERFORMING WORK. Perform complete inspection of wood floors. Clean floors with TIE TACK cleaner prior to screening floor. Screen prep floors using appropriate grit screens. Minor touch ups of game lines. Clean floors prior to application of finish. Apply the finish to the floor for the prices below:

<u>Building/Floor:</u>	<u>Floor Size</u>	<u>Pricing EXPRESS</u>	<u>Pricing 350 VOC Oil</u>
Main Gym	10,000 s/f	\$4,300.00	\$3,500.00
Middle School	9,700 s/f	\$4,175.00	\$3,350.00
Elem Center	12,500 s/f	\$5,400.00	\$4,375.00

1. **POLO PLAZ EXPRESS** gym finish system: Product is MFMA (www.maplefloor.org) approved for basketball courts. Product is a 34% solids 2 part water-based polyurethane gym finish using catalyst.
2. **350 VOC oil** gym finish system: 52% high solids PA VOC COMPLIANT PRODUCT

***BOLD PRICING DENOTES WHAT PRODUCT IS RECCOMENDED.**

WE WILL BEAT ANY RECOAT BY \$100!!!!

If you have any questions please contact me on my cell phone 724-331-0242.

Sincerely,

John Trageser

WWW.AAAFLOORING.ORG

[https://www.instagram.com/allamericanathletics /](https://www.instagram.com/allamericanathletics/)



826 MERCHANT STREET
AMBRIDGE, PA 15003

NWFA, MFMA MEMBER (WWW.MAPLEFLOOR.ORG)

724-266-2250 PHONE

724-266-2255 FAX

SINCE 1957

Date: May 4, 2021

Pg. 1 of 1

COSTARS #014-164

To: Lehighton SD

Attn: Kyle Spotts

Re: Recoating Options for the Gym Floors through COSTARS

Perform complete inspection of wood floors. Clean floors with TIE TACK cleaner prior to screening floor. Screen prep floors using appropriate grit screens. Vacuum areas. Minor touch ups of game lines. Clean floors prior to application of finish. Apply the finish to the floor for the prices below:

<u>Building Floor</u>	<u>Pricing</u>	<u>Finish</u>
High School Gym	\$5,450.00	Product Options: 1 coat Poloplaz NSB followed by 1 top coat of Poloplaz Express <u>OR</u> 1 coat of Poloplaz Fast Trak (This option provides a thicker millage and more advanced technology because it is 50% solids than the two combined coats of NSB & Express).
Middle School Gym	\$4,995.00	
Elementary Center Gym	\$6,595.00	

If you have any questions please visit our web page at www.ssgymflooring.com

Sincerely,

Dave Murray

Principal

(412) 216-1339

dave@ssgymflooring.com



Date Mar 30, 2020
Proposal # 20172

Quotation valid until: September 1, 2021
Prepared by: John Scillieri

Attention:

Lehighton Area School District
1000 Union Street
Lehighton, PA 18235

Location where work is to be performed: Lehighton Area School District- Lehighton, PA

Procedure: GYM FLOOR RECOATING - 2 COATS

1. Dry screen entire surface of floor with #120 abrasive discs with **vacuum buffer**.
2. Clean surface by vacuuming and then tack with damp towels.
3. Apply 2 coats of BONA Supersport (2 part water based polyurethane with catalyst) using a tank applicator with a lambswool pad.

Item	Price
Elementary Center – About 12,500 ft	\$4,300.00
Middle School – 9,700 ft	\$3,400.00
High School – 10,000 ft	\$3,500.00

Total \$11,200.00

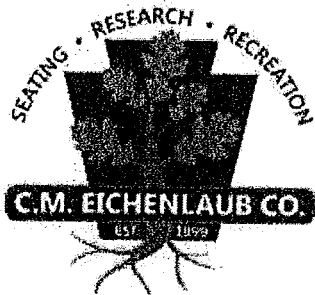
Terms: on completion

Approved By: _____ Date: _____

If you have any questions concerning this proposal, and to schedule your job please call John, (973) 801-7219

J and J Gym Floors, LLC - 77 Michael Dr - Wayne - NJ - 07470

Phone: (973) 801-7219 - Fax: (973) 860-4550 - gymfloors.com



C.M. EICHENLAUB CO.

412-271-8346 ☎ 412-824-7280 ☎ P.O. Box 8790 • Pittsburgh, PA 15221

DATE: May 11, 2021

PROJECT: Lehigh Area School District
Annual State Mandated Inspections

TO: Kyle Spotts
kspotts@lighton.org
610.377.4490

COSTARS™

Pennsylvania Department of General Services

COSTARS-014-090 RECREATIONAL AND FITNESS EQUIPMENT CONTRACT

To perform the annual mandated full safety inspection of the following bleacher systems: Lehigh Area Elementary Center, Lehigh Area Middle School, Lehigh Area High School. The safety inspection will determine any operational problems and/or unsafe conditions. The inspection will include lubrication of all moving parts as needed. A full written report including photos will be provided to the District outlining a listing of the condition of the bleacher system, any work performed during the inspection, any additional work or parts needed, and any recommendations for restoring the bleacher system to acceptable safety standards as needed. This safety inspection meets the mandatory annual gymnasium bleacher inspection as required by the International Building Code (IBC-2009/2012) and the ICC-300. This inspection is performed by a qualified Hussey Seating Company certified technician with current, up-to-date qualifications and certifications meeting the above codes. Note: The certified technician is listed approved by the Hussey Seating Company. Credentials available

To perform a level 1 ground inspection of all backstops in the above listed schools in conjunction with the bleacher inspections. These inspections are performed by an Orange Zone trained technician at no cost to the District in combination with the bleacher inspections.

Last recorded inspection: None

For the sum of..... \$2,666.00

EXCLUSIONS: ANY PARTS THAT NEED TO BE ORDERED OR ANY RETURN TRIPS FOR LABOR ARE NOT INCLUDED. PRICE IS QUOTED FOR SAFETY INSPECTION ONLY. MINOR WORK/PARTS WILL BE PERFORMED AT THE INSPECTION AS NOTED ABOVE.

The C.M. Eichenlaub Company appreciates this opportunity to serve you. We submit this proposal to sell the material or equipment as described and priced above. Subject to all the terms and conditions stated. Terms: NET 30 DAYS. Prices are firm for 30 days. Invoices past 30 days will include 1.25% interest charges. A Purchase Order is required to process quote.

C.M. EICHENLAUB COMPANY

ZSM•

Zachary S. Maiden
Regional Service Center Manager
C: 717.609.7286
E: zmaiden@cme-co.com

www.cmeichenlaubco.com

ACCEPTED BY: _____

PO#: _____

DATE: _____

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 5

Company

H.T. Lyons, Inc.
7165 Ambassador Drive
Allentown, PA 18106

Proposal Date: 7/1/2021

Proposal Number: P00246

Agreement Number: 10397

Ph: (610)-530-2600

Fax: (610)-336-6389

Bill To Identity

Lehigh Area School District
1000 Union Street
Lehigh, PA 18235

Agreement Location

Lehigh Area School District
1000 Union Street
Lehigh, PA 18235

H.T. Lyons, Inc. will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Scheduled Maintenance

Schedules Included:

(Only Items Checked Apply)

☒ Equipment Schedule

☐ Air Filter Service

☐ Water Treatment

☐ Building Automation

☐ Customized Service

☒ Special Conditions Service

Agreement coverage will commence on 7/1/2021.

The Agreement price is \$ 5,452.00 per year, payable in advanced installments of \$ 1,363.00 per Quarter beginning on the effective date of .

This Agreement is the property of H.T. Lyons, Inc. and is provided for Customer's use only. H.T. Lyons, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature (Sales Consultant)

Accepted for Company By:

Signature

Name & Title

7/1/2021 (610)-530-2600 (610)-336-6389

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Administration Building FMS	JCI				Maintenance office Building
11	Automatic Temp. Controls	JCI				Maintenance office Building
8	VAV Boxes					Throughout Building
4	Unit Heaters	Trane				
1	Package Unit	York	DCYCT15-ON2458		15 ton	
2	Comps				7 1/2 ton	
2	Condenser Fans				1/2 hp	
1	Evap. Fan				3 hp	
2	Package Units	Trane	YCH060-C3H08D		5 TON	
2	Comps.				5 ton	
2	Cond. Fans				1/2 hp	
2	Evap. Fans				3/4 hp	
2	Gas Heat sections					

Scope of Work:

H. T. Lyons will provide (2) scheduled maintenance visits per year to the equipment listed on the Equipment Schedule. Tasking sheets provided by the school district will followed for servicing. Filters, filter service and water treatment will be excluded from this agreement.

Emergency Service:

Emergency service for work covered under the scope of this agreement is included during the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday, excluding holidays.

ADDITIONAL WORK:

By executing one of our service agreements you become a preferred customer of H.T. Lyons. Preferred customers receive priority services which includes:

1. Accelerated quoted repairs assuring you that you receive quotes timely and always know the costs before work is performed.
2. 24/7, 365 days technician availability (2-4 hour emergency response time)
3. HT Lyons' web based customer portal.
 - a. Service reports will be provided by the mechanic via electronic mail at the end of each service visit, or by the end of the day to the designated Owner's representative.
4. Preferred Customer Rates: (Straight Time, 7:00 AM - 3:30 PM, M-F)
 - a. Straight Time - \$136/Hr.
 - b. Vehicle - \$80/vehicle
 - c. Overtime is calculated at 1.5 of Straight time hourly rates
 - d. Double-time (Sundays and Holidays) is 2x Straight time hourly rates

QUOTE EXPIRATION:

This quote is valid for 30 days from the date above. Preferred Customer rates expire May 14th of each term year

This agreement is designed to provide the Customer with an ongoing scheduled maintenance program. This agreement will be initiated, scheduled, administered, monitored and updated by H. T. Lyons. The service activities will be directed and scheduled on a regular basis by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time and H. T. Lyons' own experience. The Customer is informed of the agreement's progress and results on a continuing basis via detailed Service Reports, presented after each service call for Customer's review, approval, and record.

H.T. LYONS WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (EQUIPMENT SCHEDULE)

TEST AND INSPECT: On-site labor, travel labor and travel expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency.

Typical activities include:

- **TESTING** for excessive visible vibration, safety controls, combustion and draft, crankcase heaters, control system(s), etc.
- **INSPECTING** for worn, failed or doubtful parts, mountings, drive couplings, rotation, soot, flame composition and shape, pilot and igniter, steam, water, oil and/or visible refrigerant leaks.

SCHEDULED MAINTENANCE: On-site labor, travel labor and travel expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency.

Typical activities may include:

- **CLEANING**
Clean electrical contacts, control cabinets, terminals, connections, control devices, fan impellers and blades, burner orifices, nozzles, ignitor, cooling tower baffels, basin, sump, heat recovery wheels, condenser coils and tube cleaning.
- **ALIGNING**
Align belt drives, drive couplings, etc.
- **CALIBRATING**
Calibrate operating and safety controls, temperature and pressure controls, etc.
- **TIGHTENING**
Tighten electrical connections, mounting bolts, pipe clamps, equipment panels, etc.
- **ADJUSTING**
Adjust belt tension, super heat as needed, burner fuel/air ratios, gas pressure, set points of controls and limits, damper blades, valves, etc.
- **LUBRICATING**
Lubricate motors, fan and shaft bearings, fan vane and damper linkages, pumps, etc.

"SCHEDULED MAINTENANCE" TERMS AND CONDITIONS

1. For the purposes of this Agreement the capitalized terms set forth herein shall have the following meaning:
 - A. "Agreement" means this maintenance agreement including all appendices, attachments and amendments thereto.
 - B. "Contractor" means ENGIE, its subcontractors at any tier, subsidiaries and affiliated companies.
 - C. "Customer" means any commercial or industrial business prospect receiving a Proposal or signatory to this Agreement for the Services to be performed by Contractor.
 - D. "Manufacturer" means a third party firm whose equipment systems, or parts are installed in Customer's facilities on which Contractor's Services are performed under this Agreement.
 - E. "Proposal" means a written offer by Contractor to Customer to perform the Services under the terms and conditions of this Agreement.
 - F. "Schedule or interval" means the time(s) sequence of frequency of Services performed by Contractor under this Agreement.
 - G. "Service Report" means a standard written format used by Contractor to explain the Services performed by Contractor under this Agreement.
 - H. "Services" means all the obligations, duties and responsibilities described in this Agreement performed by Contractor on designated equipment or systems of Customer.
2. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
3. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement, at the option of Service Provider, and such repair or replacement shall be Customer's sole remedy.
4. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
5. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
6. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
7. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
8. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
9. Service Provider will not be required to move, replace or alter any part of the building structure or its contents in the performance of this Agreement.
10. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
11. In the event Service Provider must commence legal, quasi-legal, equitable, or alternative dispute resolution action in order to recover any damages related to this Agreement, Customer shall pay Service Provider all court costs, attorneys' fees, and related expenses incurred by Service Provider.
12. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the Service Provider's work at issue.
13. Service Provider shall not be liable for any delay, loss, damage or detention, irrespective of the cause thereof.
14. Customer is wholly responsible for the proper disposal of, filters, and any other miscellaneous materials generated during the term of this Agreement.
15. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, an invitee of Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider.
16. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including, without limitation, injury or illness to occupants of the facility or third parties, arising out of, or in connection with, the Service Provider's work under this agreement.
18. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. Service Provider disclaims any responsibility to identify any such substances. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials, and the resultant hazards, are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Service Provider shall also be held harmless from, and shall not be liable to Customer for, any claims, liabilities, damages, losses and expenses related to mold, or the creation of mold, at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
19. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
20. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.
21. Emergency or non-routine Services shall be performed as required by the Customer and it is expressly understood that if Contractor has not had a previous opportunity to inspect the totality of the system, the equipment, or the maintenance records and if the Services must be performed immediately, Contractor shall not warrant the Services performed against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by Contractor proves defective, Contractor shall extend to Customer the benefits of any warranty Contractor has received from the Manufacturer provided that removal and reinstallation of any equipment or materials repaired or replaced under a Manufacturer's warranty shall be at Customer's expense and at the rates then in effect.
22. All documentation, data, information and Service reports provided by Contractor to Customer resulting from or related to Contractor's performance of the Services shall be considered confidential and proprietary information and shall remain the exclusive property of Contractor. Customer agrees to manage such information with the same degree of care exercised with its own confidential information and shall not copy or use such information for any purpose other than Customer's maintenance records without Contractor's prior written approval.
23. In the event any portion of these terms and conditions is held invalid or inoperative, the other portions of these terms and conditions shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. Moreover, in the event any court of competent jurisdiction shall determine that the scope or terms of any restriction set forth herein is unreasonable, then it is the intention of the parties that such restriction or term be enforced to the fullest extent which the court deems reasonable, and these terms and conditions shall thereby be reformed.
24. This Agreement shall be, and is deemed to be made under the laws of the Commonwealth of Pennsylvania and questions of validity, performance and construction shall be governed, decided and given effect in accordance with the laws of Pennsylvania.

Automated Logic
Contracting Services
Assurance Plans
Secure



Prepared For: Kyle Spotts

Location: 1000 Union Street,
Lehigh, PA

Date: June 9, 2021

Future Project Name: COMBINED SCHOOLS SA 2021

AutomatedLogic

Building automation, energy and environmental control
www.automatedlogic.com

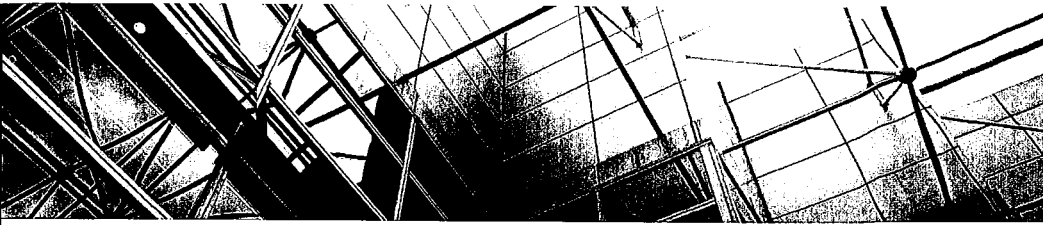
AutomatedLogic

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Systems Included

<u>Area</u>	<u>Systems/Equipment/Services</u>	<u>Quantity</u>
High School	Software Subscription	1
	Rooftop Unit	8
	Hot Water System	1
	VAV Box	82
	ERU-Third Party Integrated Points	44
Middle School	Rooftop Unit	12
	Hot Water System	1
	VAV Box	97
	ERU-Third Party Integrated Points	55
	Rooftop Unit	8
Elementary School	Hot Water System	1
	VAV Box	176
	Meter Electric	1
	Emergency Generator	1
	ERU-Third Party Integrated Points	75



SECURE

Included here is a brief overview and description of the different services provided in this Secure Assurance plan.

Facility management consulting

A dedicated service system specialist/account manager will provide on-site consulting services that specifically address your facility needs. We will work with you to help define operational practices that facilitate your business needs based on our discussions and findings during our service visits.

Service history and reporting

During each site visit, our service specialist will discuss material used, labor required and work performed along with any additional findings or concerns.

24/7 call-center support

Remote assistance is available 24 hours a day, seven days a week. We will respond to your call with an experienced service specialist who will interrogate and triage your concern. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist.

Online support

Automated Logic provides remote facility operation support during normal business hours. Within the parameters of our agreement, our team of specialists will assist you in keeping your facility operating.

Onsite response < 1 business day

For time-sensitive matters that cannot be resolved remotely, a service technician will be onsite within one business day.

Database protection and backup

Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location.

Software maintenance

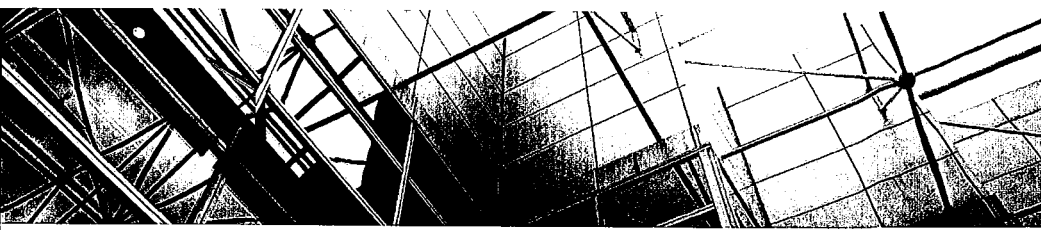
Revisions and updates to purchased software drivers (firmware) are provided free of charge.

Critical parts list recommendations

A criticality analysis of system components is performed and a customized spare parts stocking strategy is designed to ensure system reliability.

Environmental (Comfort) Index

A custom dashboard is set up to measure and analyze key comfort and energy parameters.



Clarifications and Exclusions

Clarifications:

This proposal is based on labor during normal business hours. (7 am-3:30 pm weekdays)

Equipment is covered within this agreement dependent on level of Assurance Plan selected.

Not Covered in a Secure - Repair or replacement of valves and damper actuators connected to the temperature control system.

Not Covered in a Secure - Repair and/or replacement of control devices that are directly connected to Automated Logic control modules.

Not Covered in a Secure - Repair and/or replacement of parts for all Automated Logic Corporation Manufactured Modules, dependent on level of Assurance Plan selected.

Not Covered in a Secure - Repair or replacement of Belimo actuators installed by Automated Logic controlling the airflow through zone terminal units, dependent on level of Assurance Plan selected.

Exclusions:

Premium Time for emergency or after regular hours calls

Mechanical repairs

Taxes are not included in price

Painting and/or patching of walls

Demolition and/or cleanup

Removal, handling, or transporting any hazardous material

Equipment Exclusions:

All items not directly terminated to an Automated Logic control module are excluded from this agreement.

Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils or any computer hardware or DDC controllers not provided by Automated Logic.

Any control devices not originally installed by Automated Logic.

Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.



Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Contract Specialist: Hank Fernandez has been instrumental in preparing this proposal.
Contact at: 717-980-2971 or hank.fernandez@carrier.com

Your Service Coordinator: Linda Gante schedules preventive maintenance visits, emergency calls, and manages priorities.
Contact at: 412-444-0460 (Follow the Phone Prompts), or linda.gante@carrier.com

Your Account Manager: Hank Fernandez provides overall support and ensures resource availability for your service agreement. Your account manager has the final responsibility to make sure your needs are met in the manner that meets your criteria.
Contact at: 717-980-2971 or hank.fernandez@carrier.com

Your Accounting Contact: Diane Plavchak is responsible for the timely invoicing under this agreement.
Contact at: 412-444-0411 or diane.plavchak@carrier.com

Your Technical Support Engineer: Ryan Wiser is responsible for providing Remote Technical support during normal business hours.
Contact at 717.909.7000 and follow the prompts.

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call System Specialist.
Contact at: 717.909.7000

Your Area Service Manager: Hank Fernandez serves as Head of Service Department.
Contact at: 717.980.2967 or hank.fernandez@carrier.com

Your Branch Manager: Jennifer Bowen serves as General Manager of Automated Logic Pennsylvania.
Contact at: 412.444.0405 or jennifer.bowen@carrier.com

General Office Information:

Automated Logic Contracting Services
6345 Flank Dr
Suite 100
Harrisburg, PA 17112

Phone: 717-909-7000



Detailed Description of Work

High School - Software Subscription

SOFTWARE FITNESS PROGRAM

Benefits

Since its beginning, Automated Logic Contracting Services has focused on one objective: to Develop innovative building automation systems with the latest hardware technologies and software, which advanced the operational freedom, performance, flexibility and ease of use. With your subscription to the Software Fitness Program, you will automatically receive updates, patches, and even upgrades to the latest software within your version.

Requirements

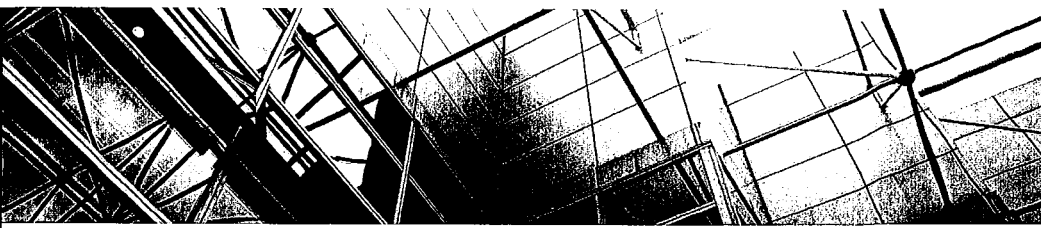
1. The existing server hardware must be compatible with the new software.
2. The operating system must be compatible with the new version of the latest version of the Energy/Building Management Software.

Subscription Service Selections

- ☒ ALCS will install upgrades.
☐ ALCS will deliver the upgrades for the customer to install.

Software Package Currently Installed

- ☒ WebCTRL
☐ WebCTRL 500
☐ Energy Reports
☐ Eco Screen
☐ Environmental Index
☐ Alerton Envision for BACtalk
☐ ION Enterprise



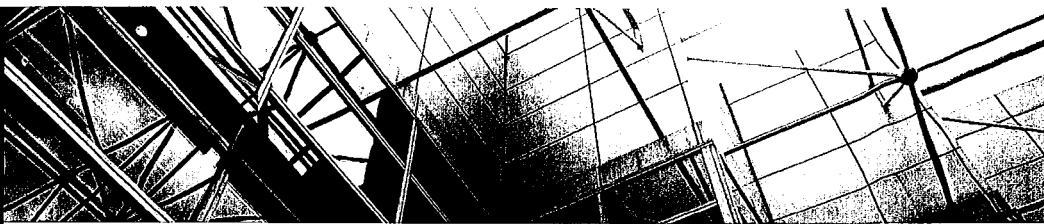
Detailed Description of Work

High School - Rooftop Unit

ROOF TOP UNIT

Tasks to be performed on a Scheduled Basis:

- Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- Verify that heating stages & cooling stages enable & disable.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.



Detailed Description of Work

High School - Hot Water System

HOT WATER SYSTEM

Tasks to be performed on a Scheduled Basis: (ideally prior to seasonal use)

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- Confirm setpoints, reset schedules or optimized setpoints are in the proper range for equipment.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Start system and confirm the lead equipment i.e. pumps, boilers, etc. started as expected note any deficiencies.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (post startup). Note any deficiencies.
- Enable Pump rotation sequence to confirm proper failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with a mixing valve, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- If equipped with a heat exchanger, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- Note any deficiencies of all of the above tests in detail on service report. & Make any recommendations on findings to Facility Manager.



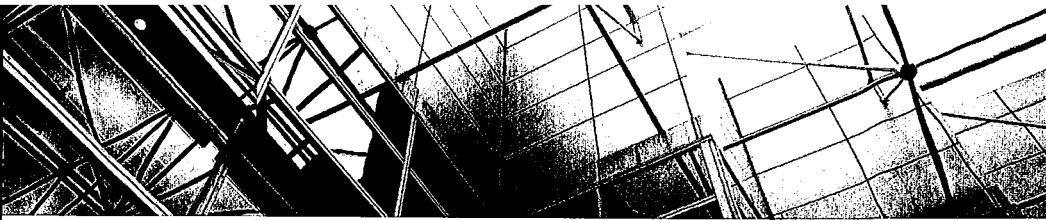
Detailed Description of Work

High School - VAV Box

VARIABLE AIR VOLUME BOX

Tasks to be performed on a Scheduled Basis:

- Verify that VAV is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Verify the operation of reheat device, if applicable
- Return set point to original value.
- Verify the proper operation of critical control processes and points associated with this unit.
Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.



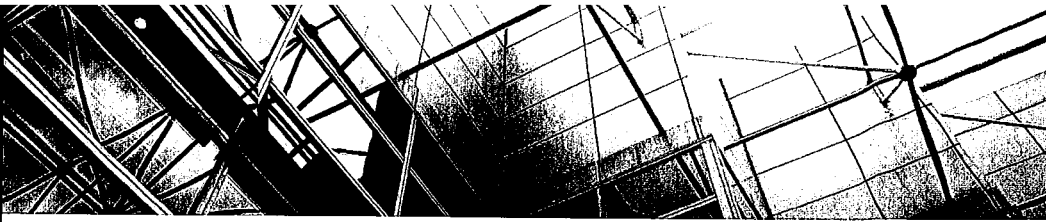
Detailed Description of Work

High School - ERU-Third Party Integrated Points

INTEGRATED POINT VERIFICATION

Over time, sensed values may shift from optimal. Point verification restores the integrity of the measurements.

- Verify that consistent and accurate analog and digital values carry through end to end from sensing point to display.
- Verify that issued commands have the desired outcome.
- Verify correct indications from point of origin through the integrator to the Operator Workstation.
- Observe control integrity; record and advise customer of any abnormalities.
- When applicable, verify response and reasonableness of key values and control points.



Detailed Description of Work

Middle School - Rooftop Unit

ROOF TOP UNIT

Tasks to be performed on a Scheduled Basis:

- Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- Verify that heating stages & cooling stages enable & disable.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.



Detailed Description of Work

Middle School - Hot Water System

HOT WATER SYSTEM

Tasks to be performed on a Scheduled Basis: (ideally prior to seasonal use)

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- Confirm setpoints, reset schedules or optimized setpoints are in the proper range for equipment.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Start system and confirm the lead equipment i.e. pumps, boilers, etc. started as expected note any deficiencies.
- Confirm hot water supply and return temperature readings are reasonable for the condition of the system (post startup). Note any deficiencies.
- Enable Pump rotation sequence to confirm proper failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with a mixing valve, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- If equipped with a heat exchanger, adjust setpoint or reset schedule to force a response from valve. Verify the system responded appropriately and achieved setpoint. Restore setpoint to original and note any deficiencies.
- Note any deficiencies of all of the above tests in detail on service report. & Make any recommendations on findings to Facility Manager.



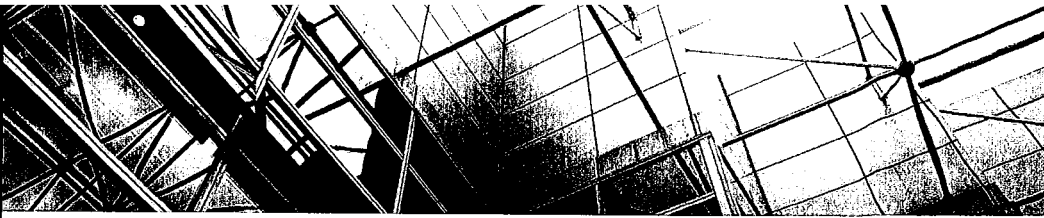
Detailed Description of Work

Middle School - VAV Box

VARIABLE AIR VOLUME BOX

Tasks to be performed on a Scheduled Basis:

- Verify that VAV is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Verify the operation of reheat device, if applicable
- Return set point to original value.
- Verify the proper operation of critical control processes and points associated with this unit.
Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.



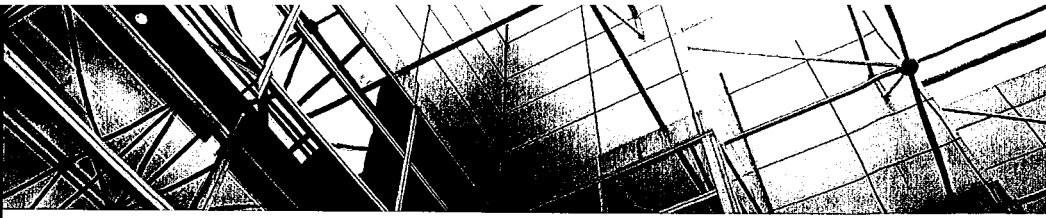
Detailed Description of Work

Middle School - ERU-Third Party Integrated Points

INTEGRATED POINT VERIFICATION

Over time, sensed values may shift from optimal. Point verification restores the integrity of the measurements.

- Verify that consistent and accurate analog and digital values carry through end to end from sensing point to display.
- Verify that issued commands have the desired outcome.
- Verify correct indications from point of origin through the integrator to the Operator Workstation.
- Observe control integrity; record and advise customer of any abnormalities.
- When applicable, verify response and reasonableness of key values and control points.



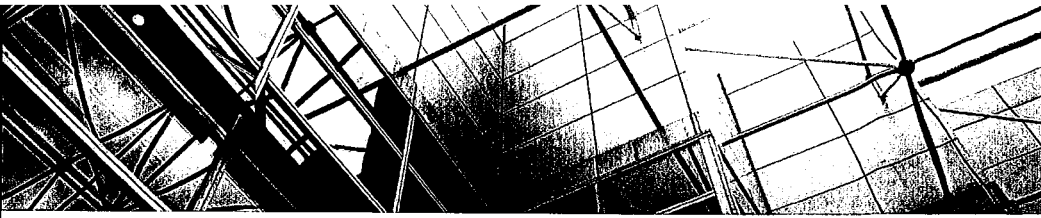
Detailed Description of Work

Elementary School - Rooftop Unit

ROOF TOP UNIT

Tasks to be performed on a Scheduled Basis:

- Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- Verify that heating stages & cooling stages enable & disable.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.



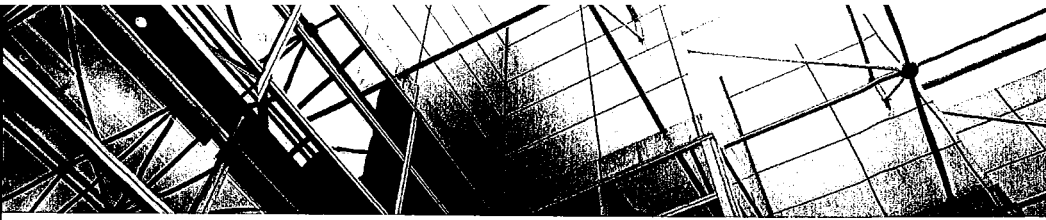
Detailed Description of Work

Elementary School - Hot Water System

HOT WATER SYSTEM

Tasks to be performed on a Scheduled Basis: (ideally prior to seasonal use)

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
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- Note any deficiencies of all of the above tests in detail on service report. & Make any recommendations on findings to Facility Manager.



Detailed Description of Work

Elementary School - VAV Box

VARIABLE AIR VOLUME BOX

Tasks to be performed on a Scheduled Basis:

- Verify that VAV is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Verify the operation of reheat device, if applicable
- Return set point to original value.
- Verify the proper operation of critical control processes and points associated with this unit.
Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Document any issues and discuss "Corrective Maintenance" options with customer.

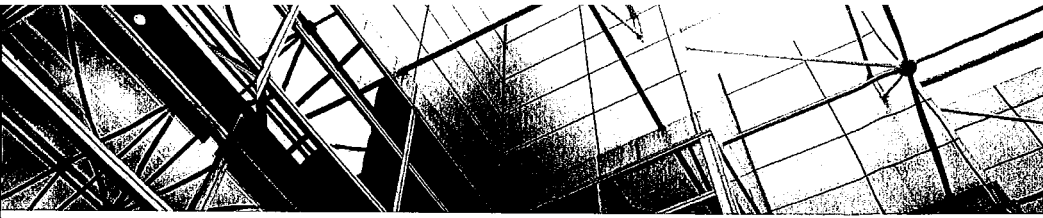
Detailed Description of Work

Elementary School - Meter Electric

METER - ELECTRIC

Unit will be checked for:

- Verify indications from meter through controllers to Operator Workstation.
- Verify metering program is configured to specified settings.
- Observe control stability using trending data.
- Consult with client personnel about meter readings and any concerns.
- Backup controller databases, programs and settings.



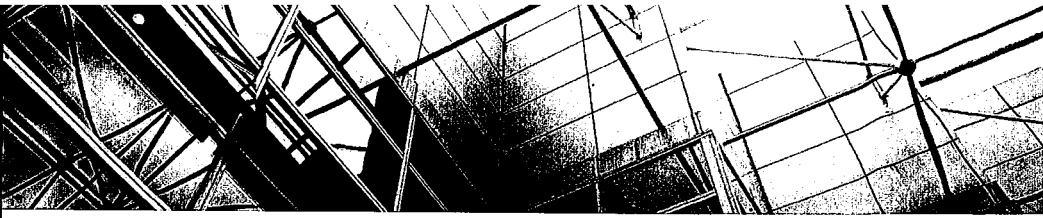
Detailed Description of Work

Elementary School - Emergency Generator

EMERGENCY GENERATOR

The unit will be checked for:

- Note any status alarms or trouble indications
- Whenever possible this service will be coordinated with a Generator test program, and at that point all control loops and safeties associated will be reviewed for proper operation.
- Consult with client personnel about general building conditions and any concerns.
- Backup controller databases, programs and settings.
- Note any deficiencies of the above tests in detail on service report.



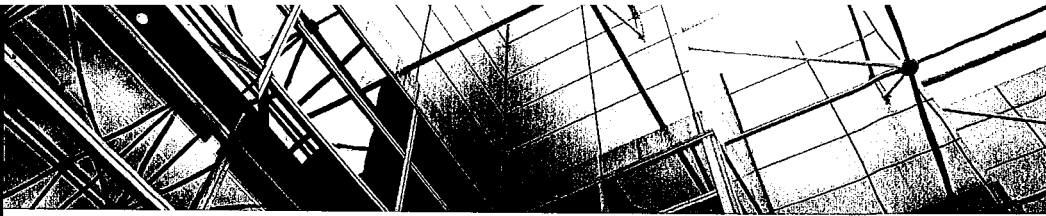
Detailed Description of Work

Elementary School - ERU-Third Party Integrated Points

INTEGRATED POINT VERIFICATION

Over time, sensed values may shift from optimal. Point verification restores the integrity of the measurements.

- Verify that consistent and accurate analog and digital values carry through end to end from sensing point to display.
- Verify that issued commands have the desired outcome.
- Verify correct indications from point of origin through the integrator to the Operator Workstation.
- Observe control integrity; record and advise customer of any abnormalities.
- When applicable, verify response and reasonableness of key values and control points.



Service Agreement

Customer Name: Kyle Spotts
Customer Address: 1000 Union Street,
Lehigh, PA

Submitted By: Hank Fernandez

Scope of Service

Automated Logic Contracting Services Inc. (ALCS) will perform scheduled maintenance visits during the term of this Agreement covering the automation equipment and systems listed in the Systems Included section of this Agreement. More detailed systems related tasks can be found in the Detailed Description of Work section of this Agreement.

Agreement Term

This Agreement shall become effective upon July 01, 2021 and shall continue for a selected term one, two or three year. The Agreement shall automatically renew at each Agreement anniversary (see Automatic Renewal).

Agreement Billing

In each contract year, there will be a total of 1 payment(s), paid Annual, in advance.

Agreement Price

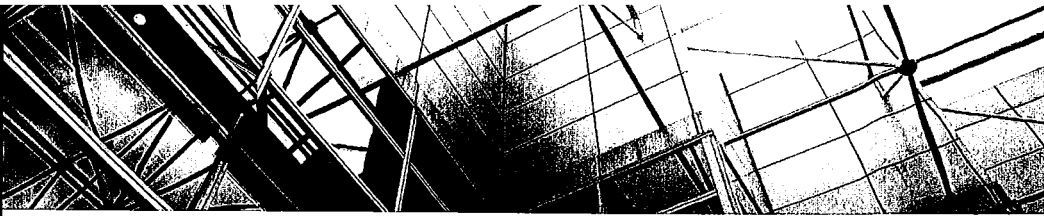
- ☐ Agreement price in year one: \$71,702
- ☐ Agreement price in year two: \$73,853
- ☐ Agreement price in year three: \$76,068

Preferred rates for Assurance Plan customers

On Site System Specialist Labor, Normal Business Hours	\$160.00/HR .
On Site Account Engineer Labor, Normal Business Hours	\$168.00/HR

Early Termination

In the event of early termination or other breach by the Customer, ALCS may, at its option, recover from Customer, and Customer agrees to pay any and all amounts which, under the terms of this Agreement, may be then due or which may have accrued to the date of such termination.



Service Agreement

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative.

This Agreement is subject to the Terms and Conditions attached and incorporated in this Agreement.

Customer Acceptance (typed/printed name)

Title

Customer Acceptance (signature)

Automated Logic Contracting Services Inc. Acceptance
(typed/printed name)

Title

Automated Logic Contracting Services Inc. (signature)

Standard Terms & Conditions of Sale

1. **PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.
2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.
3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.
4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.
5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.
7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.
8. **WORKING HOURS** – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.
9. **CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.
11. **LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.
12. **CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.
13. **AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

Standard Terms & Conditions of Sale – Continued

14. **CLAIMS / ALC EMPLOYEES** – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

15. GOVERNMENT PROCUREMENTS –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARs, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. **HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. **OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. **ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. **CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. **DATA PRIVACY** – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

23. REMOTE MONITORING

(a) **DATA RIGHTS** - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements. Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) **RETURN OF DATA** - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 23(a).

(c) **DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

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June 24, 2021

RE: TOSIBOX Installation

Dear Kyle Spotts,

We respectfully submit our controls proposal to install a TOSIBOX which will increase the security of your VPN connection and allow us to maintain a remote secure connection with your system. Come September 1st we will no longer have that connection to your system via the current VPN; remote connection and maintenance will be unavailable unless the TOSI is installed. In addition to continuing the connection it will also allow for cheaper service when maintenance is required in the future.

SCOPE OF WORK

- Provide and install a Lock 150 TOSIBOX

CLARIFICATIONS

- a) Engineering and test and balance services are not included in this proposed scope of work.
- b) All power will be reused or provided by others.
- c) Wiring above concealed, accessible ceilings to be plenum rated. Wiring in open spaces to be in EMT conduit.
- d) Remote access for customer is not included in this proposal. If remote connection is required it can be provided for additional cost.

EXCLUSIONS

- a) Premium time labor (see comment below)
- b) Painting
- c) Demolition or removal of any device not detailed in the scope of work.
- d) The identification, detection, abatement, encapsulation or removal of asbestos or other hazardous substances
- e) We exclude temporary services
- f) Any additional work not included in the scope of work.
- g) Any permits if needed for this work.

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SCHEDULE

All work shall be performed during normal business hours, Monday through Friday (except holidays). This proposal does not include any additional premium time, weekends, holidays, or shift work, even for makeup days. Costs associated with making up lost time due to weather and natural or unnatural events are not included.

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PRICING

Total\$2,000 (Two Thousand Dollars)

This price is valid for thirty (30) days and subject to renegotiations thereafter.

This Proposal will become a binding Agreement only after acceptance by Customer as evidenced by signature below. This Proposal and Agreement includes the attached Terms and Conditions binding upon the parties.

CUSTOMER

By _____

Signature

Title

Date

H.T. LYONS, INC.

Finnegan McMullen
Sales Representative

Automation Controls Specialist
Title

06/24/21
Date

Officer Signature

Customer Purchase Order No.: _____

We thank you for this opportunity to submit this lump sum proposal. We trust we have been of service to you in this matter and look forward to working with you. If you have any questions or require additional information please contact me at cell # (484) 553-9300.

Thank You,

Finnegan McMullen

Finnegan McMullen
Building Automation Controls Specialist

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TERMS AND CONDITIONS

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Contractor may invoice Customer on a monthly basis, and Customer will pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement, without notice, and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately, without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1-1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials provided hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

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7. In the event of a breach by Contractor of the terms of this Agreement, including, without limitation, Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, for Contractor to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including, without limitation, negligence), statute or otherwise, exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance, and not in limitation, of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

8. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control, including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of, or resulting from, the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, an invitee of Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials, and the resultant hazards, are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

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12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including, without limitation, reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.

13. Each of the parties hereto is an independent contractor and neither party is, or shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other, or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to that State's conflicts of laws principles.