John A. Logan College

Special Meeting of the Board of Trustees

November 3, 2026

John A. Logan College

700 Logan College Road, Carterville, Illinois 62918 618.985.2828

NOTICE OF A SPECIAL MEETING OF THE
JOHN A. LOGAN COLLEGE BOARD OF TRUSTEES

Notice is hereby given that Aaron R. Smith, Chairman of the John A. Logan College Board of Trustees, has called a Special Meeting of the Board of Trustees, Community College District No. 530, to be held on **Tuesday, November 3, 2026, at 3:00 p.m.** The meeting will be held in the Administration Board Room.

A G E N D A

BOARD OF TRUSTEES
Special Meeting
Tuesday, November 3, 2026
3:00 p.m.
Administration Board Room

1. **CALL TO ORDER**

   PLEDGE OF ALLEGIANCE
2. **ROLL CALL**
3. **OPPORTUNITY FOR PUBLIC COMMENTS/QUESTIONS**
4. **INFORMATIONAL ITEM**
   A. Debt Service Payments *(**No action required**)*
5. **NEW BUSINESS**
   A. Approval of the B Wing Cooling Tower Replacement Project ***(Roll Call Vote)***
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

Informational Item 4.A

Debt Service Payments

JOHN A. LOGAN COLLEGE
INFORMATIONAL ITEM

4.A – Debt Service Payments

The College makes two scheduled debt service payments each fiscal year, due on December 1 and June 1. These payments include the principal and interest due on the College's outstanding bond issues.

The College's next debt service payment, payable to Amalgamated Bank of Chicago by December 1, 2026, is $5,305,796.20. The payment includes approximately $4.33 million in principal and $975,796.20 in interest associated with the College's outstanding 2016B, 2017A, 2025, 2026C, and 2026D bond issues.

The College expects to make its second debt service payment for the fiscal year by June 1, 2027, in the amount of $778,280.00, consisting entirely of interest. Total debt service payments for fiscal year 2027 are therefore expected to be $6,084,076.20.

The College's scheduled principal and interest payments are funded in full through property tax revenues levied for debt service. This item is presented for informational purposes only; no Board action is requested.

101 North Wacker Drive
Chicago, Illinois 60606
312-822-3000

DEBT SERVICE NOTICE

FUNDS DUE FOR BOND ISSUE 6046

JOHN A. LOGAN CCSD #530
ATTN: BUSINESS OFFICER
700 LOGAN COLLEGE DRIVE
CARTERVILLE IL 62918

JOHN A LOGAN COMMUNITY COLLEGE
DISTRICT NO. 530 TAXABLE GENERAL
OBLIGATION COMMUNITY COLLEGE
BOND, SERIES 2016B

Administrator: JOEL BARBOZA 312-822-3196

Debt Service 12/01/2026

Interest Due:	**$**	**34,580.00**
Principal Due:	**$**	**365,000.00**
***Total Debt Service Due:**	**$**	**399,580.00**

Please remit payment ONLINE/WIRE/ACH/CHECK:

On-Line Instructions: **https://www.aboc.com/corporate-trust#clientlinks**

Wire Instructions:

ABA #: 071003405
DDA ACCT #: 150002305
REF: 1856046000 JOHNALOGAN530
ATTN: JOEL BARBOZA 312-822-3196

ACH Instructions:

ABA #: 071003405
ACCT #: 150002305
TITLE OF ACCT: 1856046000 JOHNALOGAN530

Mailing Address:

Amalgamated Bank of Chicago
Attn: Corporate Trust
P.O. Box 800
Chicago, IL 60690
ATTN: JOEL BARBOZA 312-822-3196

Overnight Mailing Address:

Amalgamated Bank of Chicago
Attn: Corporate Trust
101 North Wacker Drive - 20th Floor
Chicago, IL 60606
ATTN: JOEL BARBOZA 312-822-3196

On-Line Payments/ACH payments should be set up at least two (2) business days prior to Payment Due Date
Wires must be received by 10:00 AM Central Time on the Payment Due Date.
Checks must be received 5 business days prior to Payment Due Date

IMPORTANT NOTICE: Amalgamated Bank of Chicago has calculated the amounts due and the due date reflected above and believes the information to be accurate. However, in the event of a discrepancy between this notice and the terms of the documents that govern your transactions, the terms of the governing documents control. If you believe this notice may not be correct, please contact us immediately.

101 North Wacker Drive
Chicago, Illinois 60606
312-822-3000

DEBT SERVICE NOTICE

FUNDS DUE FOR BOND ISSUE 6477

JOHN A. LOGAN CCSD #530
ATTN: BUSINESS OFFICER
700 LOGAN COLLEGE DRIVE
CARTERVILLE IL 62918

JOHN A LOGAN COMMUNITY COLLEGE DISTRICT
#530 GENERAL OBLIGATION REFUNDING BOND,
SERIES 2017A

Administrator: JOEL BARBOZA 312-822-3196

Debt Service 12/01/2026

Interest Due:	**$**	**190,762.50**
Principal Due:	**$**	**2,155,000.00**
***Total Debt Service Due:**	**$**	**2,345,762.50**

Please remit payment ONLINE/WIRE/ACH/CHECK:

On-Line Instructions: **https://www.aboc.com/corporate-trust#clientlinks**

Wire Instructions:
ABA #: 071003405
DDA ACCT #: 150002305
REF: 1856477008 JOHNALOGAN530
ATTN: JOEL BARBOZA 312-822-3196

ACH Instructions:
ABA #: 071003405
ACCT #: 150002305
TITLE OF ACCT: 1856477008 JOHNALOGAN530

Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
P.O. Box 800
Chicago, IL 60690
ATTN: JOEL BARBOZA 312-822-3196

Overnight Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
101 North Wacker Drive - 20th Floor
Chicago, IL 60606
ATTN: JOEL BARBOZA 312-822-3196

On-Line Payments/ACH payments should be set up at least two (2) business days prior to Payment Due Date
Wires must be received by 10:00 AM Central Time on the Payment Due Date.
Checks must be received 5 business days prior to Payment Due Date

IMPORTANT NOTICE: Amalgamated Bank of Chicago has calculated the amounts due and the due date reflected above and believes the information to be accurate. However, in the event of a discrepancy between this notice and the terms of the documents that govern your transactions, the terms of the governing documents control. If you believe this notice may not be correct, please contact us immediately.

101 North Wacker Drive
Chicago, Illinois 60606
312-822-3000

DEBT SERVICE NOTICE

FUNDS DUE FOR BOND ISSUE 8384

JOHN A. LOGAN CCSD #530
ATTN: BUSINESS OFFICER
700 LOGAN COLLEGE DRIVE
CARTERVILLE IL 62918

JOHN A LOGAN CCSD #530 GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2025

Administrator: JOEL BARBOZA 312-822-3196

Debt Service 12/01/2026

Interest Due:	**$**	**168,500.00**
Principal Due:	**$**	**1,810,000.00**
***Total Debt Service Due:**	**$**	**1,978,500.00**

Please remit payment ONLINE/WIRE/ACH/CHECK:

On-Line Instructions: **https://www.aboc.com/corporate-trust#clientlinks**

Wire Instructions:
ABA #: 071003405
DDA ACCT #: 150002305
REF: 1858384006 JOHNALOGAN530
ATTN: JOEL BARBOZA 312-822-3196

ACH Instructions:
ABA #: 071003405
ACCT #: 150002305
TITLE OF ACCT: 1858384006 JOHNALOGAN530

Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
P.O. Box 800
Chicago, IL 60690
ATTN: JOEL BARBOZA 312-822-3196

Overnight Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
101 North Wacker Drive - 20th Floor
Chicago, IL 60606
ATTN: JOEL BARBOZA 312-822-3196

On-Line Payments/ACH payments should be set up at least two (2) business days prior to Payment Due Date
Wires must be received by 10:00 AM Central Time on the Payment Due Date.
Checks must be received 5 business days prior to Payment Due Date

IMPORTANT NOTICE: Amalgamated Bank of Chicago has calculated the amounts due and the due date reflected above and believes the information to be accurate. However, in the event of a discrepancy between this notice and the terms of the documents that govern your transactions, the terms of the governing documents control. If you believe this notice may not be correct, please contact us immediately.

101 North Wacker Drive
Chicago, Illinois 60606
312-822-3000

DEBT SERVICE NOTICE

FUNDS DUE FOR BOND ISSUE 8502

JOHN A. LOGAN CCSD #530
ATTN: BUSINESS OFFICER
700 LOGAN COLLEGE DRIVE
CARTERVILLE IL 62918

JOHN A LOGAN CCSD #530 TAXABLE GENERAL OBLIGATION COMMUNITY COLLEGE BONDS, SERIES 2026C

Administrator: JOEL BARBOZA 312-822-3196

Debt Service 12/01/2026

Interest Due:	**$**	**80,837.02**
Principal Due:	**$**	**0.00**
***Total Debt Service Due:**	**$**	**80,837.02**

Please remit payment ONLINE/WIRE/ACH/CHECK:

On-Line Instructions: **https://www.aboc.com/corporate-trust#clientlinks**

Wire Instructions:
ABA #: 071003405
DDA ACCT #: 150002305
REF: 1858502003 JOHNALOGAN530
ATTN: JOEL BARBOZA 312-822-3196

ACH Instructions:
ABA #: 071003405
ACCT #: 150002305
TITLE OF ACCT: 1858502003 JOHNALOGAN530

Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
P.O. Box 800
Chicago, IL 60690
ATTN: JOEL BARBOZA 312-822-3196

Overnight Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
101 North Wacker Drive - 20th Floor
Chicago, IL 60606
ATTN: JOEL BARBOZA 312-822-3196

On-Line Payments/ACH payments should be set up at least two (2) business days prior to Payment Due Date
Wires must be received by 10:00 AM Central Time on the Payment Due Date.
Checks must be received 5 business days prior to Payment Due Date

IMPORTANT NOTICE: Amalgamated Bank of Chicago has calculated the amounts due and the due date reflected above and believes the information to be accurate. However, in the event of a discrepancy between this notice and the terms of the documents that govern your transactions, the terms of the governing documents control. If you believe this notice may not be correct, please contact us immediately.

101 North Wacker Drive
Chicago, Illinois 60606
312-822-3000

DEBT SERVICE NOTICE

FUNDS DUE FOR BOND ISSUE 8503

JOHN A. LOGAN CCSD #530
ATTN: BUSINESS OFFICER
700 LOGAN COLLEGE DRIVE
CARTERVILLE IL 62918

JOHN A LOGAN CCSD # 530 GENERAL OBLIGATION COMMUNITY COLLEGE BONDS, SERIES 2026D

Administrator: JOEL BARBOZA 312-822-3196

Debt Service 12/01/2026

Interest Due:	**$**	**501,116.68**
Principal Due:	**$**	**0.00**
***Total Debt Service Due:**	**$**	**501,116.68**

Please remit payment ONLINE/WIRE/ACH/CHECK:

On-Line Instructions: **https://www.aboc.com/corporate-trust#clientlinks**

Wire Instructions:
ABA #: 071003405
DDA ACCT #: 150002305
REF: 1858503002 JOHNALOGAN530
ATTN: JOEL BARBOZA 312-822-3196

ACH Instructions:
ABA #: 071003405
ACCT #: 150002305
TITLE OF ACCT: 1858503002 JOHNALOGAN530

Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
P.O. Box 800
Chicago, IL 60690
ATTN: JOEL BARBOZA 312-822-3196

Overnight Mailing Address:
Amalgamated Bank of Chicago
Attn: Corporate Trust
101 North Wacker Drive - 20th Floor
Chicago, IL 60606
ATTN: JOEL BARBOZA 312-822-3196

On-Line Payments/ACH payments should be set up at least two (2) business days prior to Payment Due Date
Wires must be received by 10:00 AM Central Time on the Payment Due Date.
Checks must be received 5 business days prior to Payment Due Date

IMPORTANT NOTICE: Amalgamated Bank of Chicago has calculated the amounts due and the due date reflected above and believes the information to be accurate. However, in the event of a discrepancy between this notice and the terms of the documents that govern your transactions, the terms of the governing documents control. If you believe this notice may not be correct, please contact us immediately.

New Business 5.A

Cooling Tower

JOHN A. LOGAN COLLEGE
CONSENT AGENDA ITEM FOR BOARD APPROVAL

5.A - B Wing Cooling Tower Replacement Project

---

1. REASON FOR CONSIDERATION

The B Wing Cooling Tower is beyond its warranty period and usefulness and in need of replacement. The College struggles to maintain it and keep it running due to its age and replacement parts becoming obsolete and difficult to source.

2. BACKGROUND INFORMATION

Johnson Controls has provided a proposal to furnish all labor and materials to replace the existing B Wing Marley Cooling Tower, utilizing Sourcewell contract #080824-JHN. As a purchase utilizing a government/cooperative purchasing contract, it is exempt from further bidding requirements. The College would like to move forward with Johnson Controls' quote for $459,746.00 to replace our failing cooling tower. Funding for the project is budgeted from 2024 and 2025 PHS Tax Levies.

3. RECOMMENDATION

That the Board of Trustees approves the B Wing Cooling Tower Replacement project and awards the contract to Johnson Controls for a total cost of $459,746.00 from budgeted funds received from the 2024 and 2025 PHS Tax Levies.

Staff Contact: Dr. Susan LaPanne, VP of Business Services and CFO
Jeremy Sargent, Assistant VP of Construction, Planning, & Facilities Management
Jeremy Mueller, Director of Buildings and Grounds

John A Logan Cooling Tower Proposal

September 25th, 2026



The power behind **your mission**

Johnson Controls

Date: 9/25/2026

Appendix:

Executive Summary..... 2

Scope of Work.....3

General Notes 4

Exclusions 4

Pricing Summary 5

Schedule of Values 5

Terms & Conditions.....6

Executive Summary:

Dear Jeremy,

Johnson Controls is pleased to provide a proposal to replace one Marley Cooling Tower, SN# 10009828-AI-NC8304BM-09, and replace it with a Reymsa Cooling Tower at your facility. The existing Marley Cooling Tower is aged and shows signs of wear. We've developed our solution based on discussions with you, the facilities staff and our knowledge of the plant gained during site surveys.

The enclosed proposal outlines a detailed scope of work that will ensure a high quality and efficient cooling tower installation. Included you will find our base proposal of our Reymsa Cooling Tower.

Proposal highlights are as follows:

- Base Turnkey installation scope of work
- Clarifications
- Pricing Terms

The St. Louis branch of Johnson Controls has been a leading provider of mechanical installation projects, building controls and facility services in the area for over 90 years. Our local expertise ranges from management of large, complex projects to more focused streamlined retrofits. Our delivery team will ensure that the project is completed on schedule and for the proposed price.

Thank you for your interest in Johnson Controls and we look forward to becoming your building mechanical partner.

THE JOHNSON CONTROLS SOURCEWELL CONTRACT #080824-JHN

Please contact me if you have any questions.

Sincerely,

Kyle Leckrone
Account Representative

JOHNSON CONTROLS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

Scope of Work:

Building Automation System Server and Network Engines

- Job mobilization & site setup
- Disconnect and disposal of existing cooling tower in an environmentally correct manner
    - Once old cooling tower is taken down, JALC will be without cooling tower for 8-10 weeks until new cooling tower is operational.
- Provide crane, hoisting & rigging equipment necessary to move and set equipment.
    - Coordinate with JALC to block off driveway by the cooling tower before/during the lift of the old cooling tower and new cooling tower.
- Furnish & install new Reymsa Cooling Tower (Qty.1). Proposal is for cooling tower to be installed in the existing location.
    - Factory Start Up
    - One (1) year factory parts and labor warranty on the following:
        - Cooling Tower and new piping
- Provide new pipe and materials associated with installation on the outside of the building to the new cooling tower. No new piping will be done to the inside of the building, apart from a new fill line from the basement mechanical room to the new Reymsa cooling tower. JCI assumes the piping on the interior of building to be in satisfactory shape.
- Provide factory mechanical labor installation
    - JCI to pour new concrete pillars for new Reymsa Tower, no new concrete pillars will be needed for the Marley Cooling Tower.
        - Concrete pillars will need to be cured for 4 weeks to ensure they are set properly.
    - JCI to remove existing pumps from existing tower and reinstall on new cooling tower.
    - JCI to ensure proper connection from cooling tower to existing pipe.
- Provide all electrical work for disconnection and reconnection of cooling towers in a safe manner.
- Provide all applicable permits
- Provide delivery services
- Provide project management and coordination of labor trades
- Existing pumps are to be re-used
- Existing valves must hold

JOHNSON CONTROLS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

General Notes:

- All work to be done during normal business hours (7:00am-3:30pm)
- JCI current lead time on Reymsa Cooling tower is 18-24 weeks.
- JCI current lead time on Marley Cooling tower is 22-28 weeks.
- **JCI will need to receive a PO by October 19, 2026 to have enough time to get new cooling tower installed and running before cooling season 2027.**
- Excludes Tax
- Repair or replacement of any equipment not mentioned in the above scope of work excluded
- Customer shall allow access to areas in the building necessary for work to be completed
- Painting of any piping or equipment not included in bid pricing
- Removal of hazardous materials
- Customer to assist with locating electrical disconnects and valves for cooling tower fill.
- Additions and/or modifications to the building Fire Alarm system are specifically excluded
- All scrap becomes property of JCI
- Any additional code requirements outside of JCI scope are excluded
- Any external third-party Building Automation Controls are specifically excluded

Exclusions:

- Overtime labor, unless requested by customer.
- Electrical, unless specified above.
- Mechanical, unless specified above.
- Work outside above mentioned scope.
- Repair of any existing equipment.
- Valves, unless specified above.
- Fire alarm interfaces, smoke control modifications, or dampers.
- IT network switches, server upgrades, or cybersecurity upgrades not specified.
- Rental Cooling Tower is not included in price, once the existing cooling tower is taken out of commission, it will be 8-10 weeks until the new cooling tower is operational. Owner will be responsible for a rental cooling tower if cooling is needed during this time.

JOHNSON CONTROLS CONFIDENTIAL AND PROPRIETARY BUSINESS INFORMATION

Pricing Summary:

Note: Below Pricing is subject to change with product cost increases and labor increases.

Description	Price
Reymsa Cooling Tower	**$ 402,856.00**
Marley Cooling Tower	**$ 459,746.00**

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Mobilization/Engineering	50%
Material	20%
Installation	20%
Commissioning	10%
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

Cooling Tower Option: Reymsa Cooling Tower _____ **Marley Cooling Tower** _____

PO is required to facilitate billing:

☐ **No:** This signed contract satisfies requirement ☐ **Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐ **YES:** E-mail address to be used: _____
☐ **NO:** Please submit invoices via mail
☐ **NO:** Please submit via _____

Deposit Invoice accepted (_____%):

☐No: ☐Yes:

Standard Terms and Conditions – U.S.A. and Canada

"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement" resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI'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 environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JCI's work or services, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JCI otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain

the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JCI is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JCI may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JCI may terminate the work immediately upon notice to the Purchaser if JCI, in its sole discretion, determines that the premises are unsafe to be accessed by JCI's employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may by cancelled or modified by Purchaser only with JCI's express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JCI all expenses incurred and damage sustained by JCI on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JCI consents to cancellation in writing of equipment manufactured by JCI: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = (X+ 0.1) x custom equipment sell price / Y, where X = number of weeks from date of release for fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JCI shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Purchaser shall reimburse JCI on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JCI the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(8) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JCI.

(9) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JCI for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems,

data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JCI disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.