

AGENDA  
VILLAGE OF ROUND LAKE  
COMMITTEE OF THE WHOLE MEETING  
July 18, 2016  
442 N. Cedar Lake Road  
To Follow the Regular Board Meeting  
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

1. ROLL CALL

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of July 5, 2016

3. PUBLIC COMMENT

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
- Special Events
  - National Night Out
- Building and Zoning
- Police
  - Lake County Metropolitan Enforcement Group Continued Membership
  - Critical Uptime Services Preventive Maintenance Program
- Administration

5. SUGGESTED NEW TOPICS

6. EXECUTIVE SESSION

7. ADJOURN

MINUTES  
VILLAGE OF ROUND LAKE  
COMMITTEE OF THE WHOLE MEETING  
July 5, 2016  
442 N. Cedar Lake Road  
To Follow the Regular Board Meeting  
The Regular Board Meeting is 7:00 P.M.

CALL TO ORDER

THE COMMITTEE OF THE WHOLE MEETING OF THE VILLAGE OF ROUND LAKE WAS CALLED TO ORDER BY DAN MACGILLIS, VILLAGE PRESIDENT AT 7:33 P.M.

1. ROLL CALL

Present: Trustees Foy, Newby, Rodriguez

Absent: Trustees Frye, Kraly, Triphahn

2. APPROVAL OF MINUTES

2.1 Approve the Minutes of the Committee of the Whole Meeting of June 20, 2016

Trustee Newby moved, Seconded by Trustee Rodriguez, to approve the Minutes of the Committee of the Whole Meeting of June 20, 2016. Upon a unanimous voice vote; the Mayor declared the motion carried

3. PUBLIC COMMENT

NONE

4. COMMITTEE OF THE WHOLE

- Community Development
- Clerk's Office
- Human Resources and Finance
- Public Works, Facilities and Capital Assets, and Engineering
  - Sidewalk and Curb & Gutter Contract  
Public Works Director Wedoff recommended accepting a bid from Schroeder & Schroeder, Inc. to complete the Sidewalk and Curb Repair project for 2016. The project will consist of removing and replacing selected sections of sidewalk and curb and gutter in the Village. PWD Wedoff also commented that Schroeder & Schroeder completed a similar project in the Village last year and did generally acceptable work.

The Mayor and Board agreed to move to the next Consent Agenda

○ Tree Removal Contract

PWD Wedoff recommended accepting a proposal from Homer Tree Care, Inc. for select tree removals throughout the Village. The majority of the tree removals are dead/dying Ash trees affected by the Emerald Ash bore. Hazardous trees will also be removed through this contract. The project was advertised and eight proposals were received. It will be an open ended contract and the cost per tree will be calculated by multiplying the cost per inch for the given truck size category by the diameter of the tree in inches. PWD also stated that they will do as many as they can until the funds run out. The focused areas will be taken from the Urban Forest Plan that had been

done. References were also called and they all stated that they were pleased with the work Homer Tree Care did.

The Mayor and Board agreed to move to the next Consent Agenda

- N. Rosedale Court Engineering Services

PWD Wedoff recommended accepting proposal from Baxter & Woodman, Inc. to complete design and construction engineering services for the North Rosedale Court and Hillside Drive Pavement Rehabilitation project. The project will consist of a full depth mill and replacement of the existing asphalt roadway on N. Rosedale Ct. from Cedar Lake Road to Ridgewood Dr. and Hillside Dr. from Ridgewood Dr. to N. Park Rd.

The Mayor and Board agreed to move to the next Consent Agenda

- Repairs to Chipper

PWD recommended accepting a quote from Burris Equipment to complete repairs to the PW chipper. The chipper was damaged in an accident. Staff took the chipper to Burris for a repair quote and forwarded the information to the Village insurance company. The Insurance Company will send out an adjuster to look at the chipper. Staff would like to proceed with having the chipper fixed prior to the Insurance company adjustor's amount due to the machine being needed.

The Mayor and Board agreed to move to the next Consent Agenda

- Special Events

- National Night Out

Chief Gillette stated that things are on track for the event on August 2<sup>nd</sup>. He is still looking for the petting zoo's information that had participated last year though.

- Building and Zoning

- Police

- School Resource Officer Agreement

Chief Gillette presented the 2016/2017 School Resource Intergovernmental Agreement between the Village and The Board of Education of Round Lake Area Schools Community Unit School District 116. The Chief stated that the agreement contains one minor alteration in the wording of the document; the terms of the agreement remain intact.

The Mayor and Board agreed to move to the next Consent Agenda

- Administration

5. SUGGESTED NEW TOPICS

None

6. EXECUTIVE SESSION

None

7. ADJOURN

Motion by Trustee Newby, Seconded by Trustee Rodriguez to adjourn the Committee of the Whole meeting at 7:45 P.M. Upon a unanimous voice vote, the Mayor declared the motion carried.

APPROVED:

---

Patricia C. Blauvelt  
Village Clerk

---

Daniel MacGillis  
Village President



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE: LAKE COUNTY METROPOLITAN ENFORCEMENT GROUP      Agenda Item No. COTW**

***Executive Summary:***

Attached is an invoice from the Lake County Metropolitan Enforcement Group in the amount of \$13,200, which is the membership assessment fee for fiscal year 2016/2017.

The Lake County Metropolitan Enforcement Group is a multi-jurisdictional law enforcement task force comprised of law enforcement agencies in Lake County, which concentrate enforcement on illegal drugs, gangs and weapons.

The Round Lake Police Department has been a member of LCMEG since May 16, 2006. Since that time, RLPD has worked with LCMEG in dozens of successful law enforcement operations.

The Round Lake Police Department seeks continued membership in LCMEG. The monies used to pay this invoice would be taken from a drug seizure account (actual account number to be determined by Finance Department)

***Recommended Action:***

Staff recommends continued membership in the Lake County Metropolitan Enforcement Group with a membership fee of \$13,200.00.

<b>Committee:</b> Police	<b>Meeting Date:</b> July 18, 2016																														
<b>Lead Department:</b> Police	<b>Presenter:</b> Michael Gillette; Chief of Police																														
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account(s)</th> <th style="width: 35%;">Budget</th> <th style="width: 35%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>01-40-75-77525</td> <td style="text-align: right;">\$15,600.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td style="text-align: right;">\$13,200.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$15,600.00</td> <td style="text-align: right;">\$13,200.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$2,400.00</td> </tr> <tr> <td style="text-align: right;">Over</td> <td style="text-align: center;">-</td> <td></td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	01-40-75-77525	\$15,600.00		Item Requested		\$13,200.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00				Total:	\$15,600.00	\$13,200.00	Request is over/under budget:			Under		\$2,400.00	Over	-	
Account(s)	Budget	Expenditure																													
01-40-75-77525	\$15,600.00																														
Item Requested		\$13,200.00																													
YTD Actual		\$0.00																													
Amount Encumbered		\$0.00																													
Total:	\$15,600.00	\$13,200.00																													
Request is over/under budget:																															
Under		\$2,400.00																													
Over	-																														

**Resolution 2016-R-\_\_\_**

**A Resolution Authorizing the Village of Round Lake Police  
Department's Participation in the Lake County Metropolitan Enforcement Group**

**WHEREAS**, the Lake County Metropolitan Enforcement Group is a multi-jurisdictional law enforcement task force comprised of law enforcement agencies in Lake County, which concentrate on illegal drugs, gangs and weapons; and

**WHEREAS**, the Round Lake Police Department has been a member of the Lake County Metropolitan Enforcement Group since 2006, during which time the Round Lake Police Department has worked with the Lake County Metropolitan Enforcement Group in dozens of successful law enforcement operations; and

**WHEREAS**, the Village President and Board of Trustees find that participation in the Lake County Metropolitan Enforcement Group is fiscally prudent and in the interest of public health, safety and welfare; and

**NOW THEREFORE BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Round Lake as follows:

1. Participation in the Lake County Metropolitan Enforcement Group is hereby authorized.
2. The Invoice attached hereto as Exhibit A is hereby approved.
3. The Mayor, or his designee, is authorized to perform such other actions required to carry out the Village's participation in the Lake County Metropolitan Enforcement Group and to otherwise implement this resolution.

**APPROVED:**

---

Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

**Lake County Metropolitan Enforcement Group**

**INVOICE**



PO Box 1105  
 Libertyville, IL 60048  
 Phone (847) 680-8720 Fax (847)-680-8966

DATE: JULY 8, 2016

**TO:**  
 Chief Michael Gillette  
 Round Lake Police Department  
 741 Townline Road  
 Round Lake , IL 60073

**FOR:**  
 Assessment Fee for fiscal year 2016/2017

DESCRIPTION	Officers	RATE	AMOUNT
Per our intergovernmental Agreement of sworn police Officers.	22	\$600	\$13,200.00
Make all checks payable to Lake County Metropolitan Enforcement Group. Total due 8/1/2016. Overdue accounts subject to a service charge of 1% per month. No charges until after 10/1/2016  <b>Thank you for your continued support.</b> Please feel free to contact Lorie Suchomski if your records do not agree with the number of officers we have on file. Email: suchoml@isp.state.il.us			TOTAL <b>\$ 13,200.00</b>



VILLAGE OF ROUND LAKE  
**AGENDA ITEM SUMMARY**

**TITLE:** Uninterruptible power supply (UPS) system preventive maintenance program

**Agenda Item No. COTW**

*Executive Summary:*

Attached is information and price list for a preventive maintenance service for the police department and public works department Uninterruptible Power Supply.

The primary role of an Uninterruptible Power Supply is to provide short-term power when the input power source fails. However, most UPS units are also capable in varying degrees of correcting common utility power problems:

1. Voltage spike or sustained overvoltage
2. Momentary or sustained reduction in input voltage
3. Noise, defined as a high frequency transient or oscillation, usually injected into the line by nearby equipment
4. Instability of the main commercial electric power supply
5. Harmonic distortion: defined as a departure from the ideal sinusoidal waveform expected on the line

The Uninterruptible Power Supply in place today is in need of attention including testing, adjusting where needed, cleaning. The device has been in place since July 27, 2005. It was last serviced in 2015.

The Round Lake Police Department seeks approval to subscribe to the preventive maintenance service that will provide two services during the continuous calendar year that will address the machine and all parts that might be needed and labor for each visit. The cost is \$3,600.00. This is a budgeted expense.

*Recommended Action:*

Staff recommends approval of a preventive maintenance program with Critical Uptime Services a fee of \$3,600.00 for one year during the 2016/17 budget year. This is a budgeted item.

<b>Committee:</b> Police	<b>Meeting Date:</b> July 18, 2016																														
<b>Lead Department:</b> Police	<b>Presenter:</b> Michael Gillette; Chief of Police																														
<b>Item Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>If amount requested is over budget, a detailed explanation of what account(s) the overage will be charged to will be provided in the Executive Summary or attached detail.</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Account(s)</th> <th style="width: 30%;">Budget</th> <th style="width: 40%;">Expenditure</th> </tr> </thead> <tbody> <tr> <td>01-40-79-77903</td> <td style="text-align: right;">\$14,590.00</td> <td></td> </tr> <tr> <td>Item Requested</td> <td></td> <td style="text-align: right;">\$3,600.00</td> </tr> <tr> <td>YTD Actual</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Amount Encumbered</td> <td></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td> </td> <td></td> <td></td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$14,590.00</td> <td style="text-align: right;">\$3,600.00</td> </tr> <tr> <td colspan="3">Request is over/under budget:</td> </tr> <tr> <td style="text-align: right;">Under</td> <td></td> <td style="text-align: right;">\$10,990.00</td> </tr> <tr> <td style="text-align: right;">Over</td> <td></td> <td style="text-align: right;">-</td> </tr> </tbody> </table>	Account(s)	Budget	Expenditure	01-40-79-77903	\$14,590.00		Item Requested		\$3,600.00	YTD Actual		\$0.00	Amount Encumbered		\$0.00				Total:	\$14,590.00	\$3,600.00	Request is over/under budget:			Under		\$10,990.00	Over		-
Account(s)	Budget	Expenditure																													
01-40-79-77903	\$14,590.00																														
Item Requested		\$3,600.00																													
YTD Actual		\$0.00																													
Amount Encumbered		\$0.00																													
Total:	\$14,590.00	\$3,600.00																													
Request is over/under budget:																															
Under		\$10,990.00																													
Over		-																													

**Resolution 2016-R-\_\_\_**

**A Resolution Authorizing the Village of Round Lake Police Department's Participation into a Uninterruptible Power Supply Preventive Maintenance Service Agreement with Critical Uptime Services**

**WHEREAS**, the Critical Uptime Preventive Maintenance service is an outlet comprised of valuable service to the Village that can assist the Village in further assuring the well being of expensive Village property not limited to computers, copy machines, printers, telephone systems and servers which are used to complete critical police and public works essential functions; and

**WHEREAS**, the Round Lake Police Department has no other viable avenue from which to recruit the type of service for our Uninterruptible Power supply that Critical Uptime Services can provide as this is a proprietary system; and

**WHEREAS**, the Village President and Board of Trustees find that entering into this preventive maintenance agreement service is fiscally prudent and in the interest of public health, safety and welfare; and

**NOW THEREFORE BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Round Lake as follows:

1. Participation in the Critical Uptime preventive maintenance #Q02499561 service agreement is hereby authorized.
2. Program and information Price sheet is attached hereto as Exhibit A is hereby approved.
3. The Mayor, or his designee, is authorized to perform such other actions required to carry out the Village's participation in the Critical Uptime preventive maintenance # Q02499561 service agreement and to otherwise implement this resolution.

**APPROVED:**

---

Daniel A. MacGillis, Village President

**ATTEST:**

---

Patricia C. Blauvelt, Village Clerk

PASSED:

APPROVED:

AYES:

NAYS:

ABSENT:

# CRITICAL

UPTIME SERVICES

June 20, 2016

Cmdr. Troy Akey  
ROUND LAKE POLICE DEPARTMENT  
741 W TOWNLINE RD  
ROUND LAKE IL 60073

Phone: 847-546-8112  
Email: [takey@eroundlake.com](mailto:takey@eroundlake.com)

Quote No. Q02499561

We are pleased to submit the following proposal for service of your Critical Power equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

#### Essential Service

- Guaranteed 4-hour emergency response 24 hours/day, 7 days/week
- Emergency service labor and travel coverage
- Full parts, materials and labor coverage of UPS, excluding batteries
- (2) Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

#### PM Only Service

- (2) Preventive Maintenance visits scheduled Monday-Friday, 8 am – 5 pm

Site ID: 132834 Round Lake Police Department 741 W Townline Rd Round Lake, IL 60073

Tag #	Description	Part #	Annual PM Qty.	Coverage Type	Coverage Amount
1543629	CHLORIDE B244296	EP3636S22SF (36kVA)	2	ESSENTIAL	\$ 3,000.00
1543630	SEALED BATTERY	ACAB-36KCH	2	PM ONLY	\$ 600.00
Total Price NOT including tax:					\$ 3,600.00

Unless otherwise noted this Agreement shall commence on the date acknowledged by both parties signature below and shall be effective for One year, *from 8/5/16 to 8/4/17 Or*, \_\_\_\_\_. If additional years desired, please check option below:

#### Multi-Year Discounts (which can be billed annually and cancelled at any time):

- 2-year - 5% - (\$6,840 for 2 years/\$3,420 per year)
- 3-year - 10% - (\$9,720 for 3 years/\$3,240 per year)
- 5-year - 15% - (\$15,300 for 5 years/\$3,060 per year)

**Critical Uptime Services will invoice annually upfront with Payment Terms of Net 30 Days**

**Please provide the following information (Quote# Q02499561:**

Purchase Order Number: \_\_\_\_\_  
(If a Purchase Order Number is provided, a hard copy must be included)

Phone: \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_

Fax #: \_\_\_\_\_

Person Authorizing Payment: \_\_\_\_\_

Phone: \_\_\_\_\_

Billing Company Name: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

Billing Address: \_\_\_\_\_

Taxable?    Yes    No

Billing City, ST Zip: \_\_\_\_\_

If non-taxable, please fax copy of tax exempt certificate

Certificate of Insurance required?    Yes    No    (if so, please provide required limits of liability and named certificate holder)

Purchase Order must be assigned to:

Critical Uptime Services  
28915 North Herky Drive #110  
Lake Bluff, IL 60044

Payment remittance address:

Critical Uptime Services  
PO Box 70474  
Chicago, IL 60673

FID# 43-1798453

Signature of this agreement authorizes Critical Uptime Services to invoice for services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the customer authorizes and guarantees the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

*Dede Sowe*

6-20-2016

Dede Sowe  
[dede.sowe@emerson.com](mailto:dede.sowe@emerson.com)  
847-247-2850 Ext-3

Date

\_\_\_\_\_  
Customer Signature Required                      Date

\_\_\_\_\_  
Printed Name    Title

**\* \* COVERAGE DETAILS \* \***

Parts required to bring equipment back to manufacturers specifications are the responsibility of the customer and billable at the time of the first preventive maintenance visit or service call. All pricing is valid only for service coverage stated and is subject to change if this quote is modified in any way. This quote is valid for 30 days from the date of this quote unless otherwise noted. It is understood that if acceptance of this proposal is acknowledged on the buyer's purchase order, such acceptance will be subject to the terms and conditions of this proposal with the same force and effect as though they were included on the buyer's purchase order.

## SCOPE OF WORK

### Corrective Maintenance

- Unlimited technical service 24/7/365
- Toll free telephone number (800-728-0392) provided
- Full parts, materials and labor coverage of UPS excluding batteries

### Preventative Maintenance and Testing Service of the UPS:

- Perform a complete visual inspection of electrical components
- Inspect capacitors for leakage, heat and stress damage (if applicable)
- Verify proper float voltage of the DC system
- Measure and record DC voltages and currents
- Verify proper operation of cooling fans
- Replace air filter (from customer's stock if needed)
- Review alarm history and record
- Review equipment operation with personnel (if necessary)
- Perform thermal scan to identify poor connections and overheated components
- Measure and record input and output voltage - Line to Line (each phase)
- Measure and record input and output voltage - Line to Neutral (each phase)
- Measure and record input and output current (each phase)
- Measure and record input and output voltage frequency
- Verify internal power supply voltages, adjustments will be performed if necessary
- Verify system alignments are within factory specifications
- Check connections for proper torque; re-torque to specifications if necessary
- Verify proper operation of inverter
- Verify proper operation of static switch
- Verify the transfer operation
- Verify battery operation
- Clean interior cabinet of dust and debris

### Maintenance and Testing of Valve Regulated Lead Acid (VRLA) Batteries Using the Latest Version of IEEE-1188-x:

- Measure and record float voltage at battery terminals and each individual jar.
- Measure and record battery charger output current and battery float current.
- Check for excessive jar/cover distortion.
- Check for evidence of corrosion products, corrosive agents and dirt at the terminal posts, jar covers, connectors, racks and/or cabinets. Neutralize and clean where applicable.
- Check that battery room or area is properly ventilated.
- Measure and record temperature of the negative terminal of each cell/jar.
- Check connections for proper torque; re-torque to the battery manufacturer's specifications if necessary
- Measure and record AC ripple voltage and current.

Comprehensive reports of all work performed and any recommended corrective actions outside the scope of the maintenance and testing contract will be provided following each semiannual inspection. *Maintenance and testing of the UPS and batteries requires the transfer of critical load to BYPASS operation (load on unconditioned power)*

### Additional Maintenance and Emergency Calls:

Any additional maintenance that may be required, or is requested by customer that is outside the scope of the maintenance and testing contract, will be billed at time and material rate. Contracted customer labor rates are \$120.00 per hour during business hours, \$155.00 per hour during weekday non-business hours and Saturdays, \$225.00 per hour on Sundays and holidays.

## SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. d/b/a Critical Uptime Services is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. **Automobile Liability** insurance includes Contractual Liability. Seller may self-insure for coverages. Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Seller's insurance shall be limited to the extent of Seller's negligent acts or omissions. Additional information related to the insurance coverage provided by Seller can be found at [www.marsh.com/mof?client=0900](http://www.marsh.com/mof?client=0900).

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance

of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of Services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Services Terms and Conditions - Rev 2011