

WPP FIRE SPRINKLERS / FIRE PUMP CONTRACT



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An EMCOR Company

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

February 1, 2016

Agreement No. 1603

INSPECTION AND TESTING AGREEMENT

By and between

Wheaton Property Partners
Nathan Sands, Building Engineer
120 E. Liberty Dr., Suite 400
Wheaton, IL. 60187

Shambaugh & Son
2820 Thatcher Road, Unit 1
Downers Grove, IL. 60515

Nathan,

We position ourselves as team players, sharing with you a vision of continuous improvement. Our guaranteed commitment to your complete satisfaction extends from our branch staff to our corporate management. We know we must earn your business every day by providing exceptional service. We look forward to an exciting future of mutual growth and success!

Shambaugh & Son shall provide testing and inspection services as indicated below, in accordance with attached Inspection and Testing Agreement terms and conditions.

Shambaugh shall inspect and test all listed systems at frequency indicated (see procedures pages), reporting to the Customer promptly all needed items of maintenance, repairs and replacements, which in the judgment of Shambaugh may be necessary. Such report shall not give rise to any claim, whether in contract, tort, law or equity, against Shambaugh if it is written in such manner as to not identify a certain maintenance, repair or replacement issue that another may deem should have been included.

SPRINKLER SYSTEMS	
<input checked="" type="checkbox"/>	Fire Sprinkler System Testing and Inspection
<input checked="" type="checkbox"/>	Fire Pump Testing and Inspection
<input type="checkbox"/>	Backflow Preventer Inspection
<input type="checkbox"/>	Non-Water Based Suppression System Testing & Inspection
FIRE ALARM SYSTEMS	
<input type="checkbox"/>	Fire Alarm System Testing and Inspection / Smoke Detector Cleaning
<input type="checkbox"/>	Fire Alarm System Maintenance
OTHER	
<input type="checkbox"/>	Portable Extinguisher Service
<input type="checkbox"/>	Hydrant Service
<input type="checkbox"/>	Emergency Service Coverage
<input type="checkbox"/>	Critical Part Stocking

Sincerely,

Michael Stockman
Shambaugh & Son L.P.
Chicago Fire Protection Group
An EMCOR Company

(*) NOTE: CONTRACT NEGOTIATED IN 2016 W/YEARLY RENEWAL PROVISIONS. (SEE PAGE 4)



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  **EMCOR Company**

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

ANNUAL INSPECTION / TESTING PROCEDURES

Scope of Work: Inspection and testing shall be performed on the above referenced systems and includes a report to be submitted promptly to the Subscriber outlining all items needing maintenance, repairs and/or replacements, which, in the judgment of Shambaugh & Son may be necessary.

Shambaugh shall inspect and test the fire suppression and/or alarm systems in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Shambaugh shall have no greater responsibility than to perform per said NFPA requirements. (frequency determined by customer's desire if they deviate from NFPA). All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").

List of Equipment



Customer owns, occupies or manages the following building(s): **120 Liberty Dr. - Wheaton, IL.** Within said building(s), as of the above date, is now installed certain automatic fire extinguishing equipment ("Equipment"). The Equipment specifically consists of:

Qty.	Description
	SPRINKLER SYSTEM(S)
2	Wet Pipe Sprinkler Systems
1	750 GPM Fire Pump



Sprinkler Systems

On an annual (1-100%) basis:

Inspect all listed: gauges, control valves to ensure they are in proper orientation, control valves to ensure they are locked or tamper switches are in place, exterior of alarm valves, exterior of Dry Pipe Valves, Backflow Prevention Assemblies, sprinkler heads to assure they are clear of obstructions, hangers and bracing, pipe and fittings from floor level, that hydraulic nameplate is legible and securely attached to the riser or riser area, verify the proper number and types of spare sprinklers heads and sprinkler wrenches are available.

Test all listed: tamper switches and supervisory devices, alarm devices, associated control panels, indicating, initiating devices open and operate all valves, valves through its full range and return to its normal position and full flow test main drain.



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  **EMCOR Company**

FIRE PROTECTION DIVISION

2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500

FAX 630-725-0700

www.shambaugh.com



Fire Pumps

On an annual (1-100%) basis:

- **Inspect pump house, ventilating louvers to verify that:**
 - Verify heat is adequate (40° F or more).
 - Verify that louvers are free to operate (if applicable)

- **Inspect pump system to verify that:**
 - Pump suction and discharge and bypass valves are fully open.
 - Piping is free from leaks.
 - Suction line pressure gauge reading is normal.
 - System line pressure gauge reading is normal.
 - Suction line reservoir is full. (only if pump draws from a pond/reservoir)
 - Wet pit suction screens are unobstructed and are in place. (only if pump draws from a pond/reservoir)

- **Inspect electrical system to verify that:**
 - Controller pilot (power-on) is illuminated.
 - Transfer switch normal pilot light is illuminated.
 - Isolating switch is closed.
 - Reverse phase alarm pilot light is off or normal phase rotation pilot light is on.

- **Inspect diesel engine components to verify that:**
 - Tank is two-thirds full.
 - Controller selector switch is in auto position.
 - Batteries voltage, charging current readings are normal.
 - Batteries pilot lights are on or battery failure lights are off.
 - All alarm pilot lights are off.
 - Engine running time meter is running.
 - Oil level in vertical motor sight glass is normal.
 - Oil level in right angle gear is normal.
 - Oil level in crankcase is normal.
 - Cooling water level, battery electrolyte level are normal.
 - Battery terminals are free from corrosion.
 - Annual test of each pump assembly shall be conducted under minimum rated and peak flows of the pump by controlling the quantity of water discharged through approved test devices.
 - Alarm conditions shall be simulated by activating alarm circuits at alarm sensor locations and all such local or remote alarm indicating devices (visual and audible) shall be observed for operation.
 - Record system suction and discharge pressure gauge readings.
 - Check pump packing gland for slight discharge.
 - Adjust gland nuts if necessary.
 - Check for unusual noise or vibration.
 - Check packing boxes, bearings or pump casing for overheating.
 - Record pump-starting pressure.

- **Testing Procedures**
 - At No-Flow Condition (churn)
 - Check pressure relief valve for proper operation.
 - Continue test for ½ hour.
 - At Each Flow Condition
 - Record electric motor voltage and current (all lines).
 - Record pump speed in rpm.
 - Record simultaneous (approximate) readings of pump suction and discharge pressures and pumps discharge flow.
 - Observe operation of any alarm indicators or any visible abnormalities.



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An EMCOR Company

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

Acceptance and Acknowledgement

Wheaton Property Partners - Agreement No. 1603

Period of Performance: The service(s) described in this Agreement shall begin at 12:01AM on [redacted] and shall be automatically renewed and shall continue for a period of [redacted] (1-3-5) years, as accepted below, from this date until the same shall be terminated by either party provided written notice of termination is given within 30 days prior to the expiration of this Agreement or each subsequent anniversary date thereof. Customer shall pay to Shambaugh after the first inspection has been made, and annually thereafter in the same month as the first payment made in the first year. Said inspection(s) and test service (excludes repairs, maintenance, material and/or equipment). The price herein set forth contemplates all inspections to be done during regular working hours of regular working days. **This price is for testing and inspection performed during regular hours (Monday – Friday 7:00 AM – 3:30 PM).** If the Customer requires the inspection to be done during other than regular working hours, then Shambaugh's usual overtime rates shall be paid in addition to said price.

Annual Term Agreement: Upon the automatic renewal of this Agreement, the price set forth below shall be increased due to price escalation by the percentage identified by the Consumer Price Index for the region in which the inspected building sits ("CPI"). If the Agreement duration is annual, then the price will be increased by the CPI for the previous year at time of renewal.

Extended Term Agreement The term of this Agreement will be extended as accepted below. If the Agreement is Extended Term the price will be increased by the cumulative CPI for each of the years covered by this Agreement prior to renewal. Such Increases will be incurred by the same calculation for subsequent renewals. If the Extended Term option is selected, the Agreement will automatically renew at the expiration of the Extended Term for successive periods equal to the initial Extended Term. In the event this Agreement is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, Customer agrees to pay Shambaugh the amount of the full Extended Term Discount that Customer received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies Shambaugh may have.

Pricing:

Sprinkler Systems

\$950.00

Accepted

Term Selection: Annual Three (3) Years Five (5) Years

Total Agreement Pricing Accepted: \$ _____ .00

P.O. # _____

Billing Address, (if different than Customer):

With acceptance of this agreement, customer becomes a Preferred Customer and will receive;

- **Priority Response** for Emergency Service Response
- **10% off** current year published Shambaugh & Son hourly rates
- **Service Call discount of 10%** on all materials purchased on behalf of the customer for repairs on all the systems covered under this agreement for all repairs and/or emergency service performed while this agreement is in effect.

The foregoing Agreement and all terms and conditions set forth are hereby agreed upon for the period of performance authorized above:

Authorized by:

Nathan Sands, Building Engineer

Date: 1, 28, 16

Only fully executed after authorized signature from:

Alan Jacobs, Assistant Branch Manager

Date: 1 / 1



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  **EMCOR Company**

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

Inspection and Testing Agreement Terms and Conditions

This Inspection and Testing Agreement ("Agreement") is entered into by and between the above-referenced Customer and Shambaugh & Son, L.P. ("Shambaugh") on the above-identified Date, and in support thereof state and agree upon the following:

1. In the event additional equipment is installed after the Date of this Agreement, the charges and prices described herein below shall be negotiated in accordance with Shambaugh's then prevailing rates. The above quantity list defining the Equipment may not be inclusive. Upon inspection, if the quantity list or Equipment changes, then the price may be changed accordingly.
2. Shambaugh shall inspect and test said Equipment at frequency specified and shall report to the Customer promptly all needed items of maintenance, repairs and replacements, which in the judgment of Shambaugh may be necessary. Such report shall not give rise to any claim, whether in contract, tort, law or equity, against Shambaugh if it is written in such manner as to not identify a certain maintenance, repair or replacement issue that another may deem should have been included. Shambaugh shall inspect and test the Equipment described above in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Shambaugh shall have no greater responsibility that to perform per said NFPA requirements. All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").
3. This Agreement is limited to an inspection and testing service only, and does not include installation, maintenance, alterations, repairs, or replacements. Such installation, maintenance, alterations, repairs, and replacements shall only be made by Shambaugh upon Customer's separate written order, and shall be paid for by Customer on the basis of cost plus overhead and profit (i.e. time and material plus markup) or lump sum quotation per separate written agreement between Customer and Shambaugh unless otherwise indicated within this agreement.
4. This Agreement may be terminated by Shambaugh without prior notice, at the option of Shambaugh, (i) if the rendering of inspection and testing services is not longer possible for any reason beyond the control of Shambaugh, or (ii) in the event the Equipment becomes so substantially deteriorated, damaged or disabled, in the opinion of Shambaugh that further inspection services are no longer practicable. If Customer's Equipment is damaged, Shambaugh may choose to (i) suspend its obligations under this Agreement until such Equipment is repaired, or (ii) terminate this Agreement. If Shambaugh elects to suspend its obligations, it will first notify the Customer of the suspension and then the AHJ.
5. In the event that this Agreement is terminated for any reason ("Early Termination"), Customer will pay, as liquidated damages and not as penalty, an amount equal to one half (1/2) of the charges not yet paid by Customer for the remainder of the duration of the Agreement.
6. Shambaugh's obligation under this Agreement shall be only to inspect and test, and shall not include any obligation to any person or firm for negligence of or in such inspection, or for damage to any person, firm or property due to fire or due to partial or complete failure of the sprinkler system or Equipment to function. Shambaugh shall in no way be held liable on any claims for damages based on negligence or warranty, express or implied, by operation at law, tort, equity or otherwise, arising out of such inspection relative to the condition of the automatic sprinkler system and Equipment or the operation thereof. Shambaugh shall in no way be held liable for any damages arising out of the reliance by Customer on any statements by any employee or agent of Shambaugh in connection with such test and inspection. Shambaugh's liability on any claim for loss arising out of or connected with this Agreement shall be limited to the cost of the test and inspection itself for the year in which the claim arose. In no event will Shambaugh be liable for special or consequential damages. IN NO EVENT SHALL SHAMBAUGH BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. Customer shall indemnify, protect and hold Shambaugh harmless from all claims and demands, including, without limitation, court costs and attorneys' fees, of any and all persons on account of any damage or injuries caused directly or indirectly by the failure or inadequacy of the tested and inspected systems and Equipment. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SHAMBAUGH OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO SHAMBAUGH'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHAMBAUGH FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF SHAMBAUGH, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.
7. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each party.
8. All notices by either party to the other shall be in writing and served by mail, in a securely sealed envelope, postage prepaid, directed to the other party at its office address identified herein.
9. Notices to Customer shall be sent to Customer's address first identified above.
10. Notices to Shambaugh shall be sent to the following:

Shambaugh & Son, L.P. Attn.: Fire Protection Inspection Services 7614 Opportunity Drive Fort Wayne, Indiana 46825	AND	Shambaugh & Son, L.P. Attn.: Ken Bitner 7614 Opportunity Drive Fort Wayne, Indiana 46825
--	-----	---
11. Shambaugh reserves the right to discontinue their service at any time, without notice, if Customer is delinquent in payments required hereunder.



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  EMCOR Company

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

Inspection and Testing Agreement Terms and Conditions

12. Customer agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) person to assist Shambaugh technicians for the duration of the inspection. During the inspection, Customer's personnel will receive informal training on basic system functions and proper inspection procedures. If Customer cannot provide the assistance required, the scheduled testing and inspection may be cancelled or the Customer may be billed for additional time expended. Shambaugh has the right to charge a \$500.00 per occurrence rescheduling fee if Customer cancels an inspection with less than 24 hours notice or fails to provide a person to assist Shambaugh technicians at time of inspection forcing a cancellation. Customer shall promptly notify Shambaugh of any malfunctions in the covered systems or Equipment which come to Customer's attention. This Agreement assumes that any existing system or Equipment is in operational and maintainable condition as of the Agreement Date.
13. Shambaugh will furnish written reports after each test and inspection to Customer and the Customer will submit the insurance copy to their particular underwriter. Reports and recommendations of Shambaugh are only intended to assist Customer in reducing the possibility of loss to property by indicating defects or impairments noted to the system and Equipment inspected which require prompt consideration. They are not intended to imply that all other defects, hazards, or aspects of the system and Equipment are under control and without defect at the time of inspection. Shambaugh shall not be liable to any party whatsoever by reason of any report or recommendation, as it is only advisory in nature and final responsibility for the condition and operation of this sprinkler system and Equipment lies with the Subscriber.
14. Specifically excluded from the inspection and testing: WATER SUPPLY – Shambaugh shall not be liable or responsible for the adequacy or condition of the water supply; ENGINEERING REVIEW – The inspection is not an engineering evaluation of the fire protection systems and Equipment. The recommendations and observations that are made by Shambaugh to Customer during the inspection and review are not to be considered an engineering review; SYSTEM DRAWINGS – Customer shall have sprinkler drawings available on site to assist the inspector to identify Equipment components so that they may be properly located. Customer is responsible for identifying Equipment locations.
15. Customer acknowledges and agreed that Shambaugh has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of the inspected Equipment, its merchantability or its fitness for any particular purpose; nor has Customer relied on any representations or warranties, express or implied. Customer further acknowledges and agrees: (a) that Shambaugh is not an insurer, (b) that Customer assumes all risk of loss or damage to Customer's premises or to the contents thereof, and (c) that Customer has read and understands all of this Agreement, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT SHAMBAUGH DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. SHAMBAUGH AND CUSTOMER FURTHER UNDERSTAND AND AGREE THAT SHAMBAUGH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN WRITING BY SHAMBAUGH AND THAT NO REPRESENTATIVE OF SHAMBAUGH HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
16. Customer agrees that the sale, conveyance, or transfer of the building(s) listed above (if owned by Customer) shall constitute an Early Termination unless: (i) Shambaugh receives written notice thereof at least thirty (30) days prior to such sale, conveyance, or transfer; (ii) the purchaser agrees to assume this Agreement; and (iii) Shambaugh consents to such assumption by the purchaser in its sole discretion. Customer further shall not assign this Agreement without the prior written consent of Shambaugh, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Customer, transfer of Customer's business and assets which includes the occupation of said building(s), and the sale or transfer of more than forty percent (40%) of the equity ownership interest in Customer.
17. In the event that either party believes that the other has failed to meet its non-monetary performance obligations under this Agreement, such party will notify the other in writing. The accused party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived. In such event, Customer agrees to pay for all work performed by Shambaugh through the termination date.
18. In the event it becomes necessary for Shambaugh to institute legal proceedings to enforce this Agreement, then and in such proceeding Shambaugh shall be entitled to collect its reasonable attorneys' fees incurred in doing so, from Customer.
19. This Agreement shall be governed by the laws of the State where the above building(s) is located, and parties agree to the exclusive jurisdiction of the state or federal courts of such State in any and all proceedings between them.
20. This Agreement supersedes and replaces all previous oral and written agreements between the parties regarding testing and inspecting of the Equipment.
21. When this Agreement is accepted and signed by Customer and Shambaugh, a binding contract will exist between the parties.

WPP PRE-ACTION SYSTEMS / SERVER ROOMS - SPRINKLER CONTRACT



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An EMCOR Company

FIRE PROTECTION DIVISION

2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500

FAX 630-725-0700

www.shambaugh.com

February 1, 2016

Agreement No. 1604

INSPECTION AND TESTING AGREEMENT

By and between

First Trust Portfolios c/o Wheaton Property Partners

Paul Nelson, IT Director
120 E. Liberty Dr., Suite 400
Wheaton, IL. 60187

Shambaugh & Son

2820 Thatcher Road, Unit 1
Downers Grove, IL. 60515

Paul,

We position ourselves as team players, sharing with you a vision of continuous improvement. Our guaranteed commitment to your complete satisfaction extends from our branch staff to our corporate management. We know we must earn your business every day by providing exceptional service. We look forward to an exciting future of mutual growth and success!

Shambaugh & Son shall provide testing and inspection services as indicated below, in accordance with attached Inspection and Testing Agreement terms and conditions.

Shambaugh shall inspect and test all listed systems at frequency indicated (see procedures pages), reporting to the Customer promptly all needed items of maintenance, repairs and replacements, which in the judgment of Shambaugh may be necessary. Such report shall not give rise to any claim, whether in contract, tort, law or equity, against Shambaugh if it is written in such manner as to not identify a certain maintenance, repair or replacement issue that another may deem should have been included.

SPRINKLER SYSTEMS			
<input checked="" type="checkbox"/>	Fire Sprinkler System Testing and Inspection		
<input type="checkbox"/>	Fire Pump Testing and Inspection		
<input type="checkbox"/>	Backflow Preventer Inspection		
<input type="checkbox"/>	Non-Water Based Suppression System Testing & Inspection		
FIRE ALARM SYSTEMS			
<input type="checkbox"/>	Fire Alarm System Testing and Inspection / Smoke Detector Cleaning		
<input type="checkbox"/>	Fire Alarm System Maintenance		
OTHER			
<input type="checkbox"/>	Portable Extinguisher Service	<input type="checkbox"/>	Hydrant Service
<input type="checkbox"/>	Emergency Service Coverage	<input type="checkbox"/>	Critical Part Stocking

Sincerely,

Michael Stockman
Shambaugh & Son L.P.
Chicago Fire Protection Group
An EMCOR Company

NOTE: CONTRACT NEGOTIATED IN 2016 w/ YEARLY RENEWAL PROVISIONS. (SEE PAGE 3)



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  **EMCOR Company**

FIRE PROTECTION DIVISION

2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500

FAX 630-725-0700

www.shambaugh.com

ANNUAL INSPECTION / TESTING PROCEDURES

Scope of Work: Inspection and testing shall be performed on the above referenced systems and includes a report to be submitted promptly to the Subscriber outlining all items needing maintenance, repairs and/or replacements, which, in the judgment of Shambaugh & Son may be necessary.

Shambaugh shall inspect and test the fire suppression and/or alarm systems in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Shambaugh shall have no greater responsibility than to perform per said NFPA requirements. (frequency determined by customer's desire if they deviate from NFPA). All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").



Sprinkler Systems

On an annual (1-100%) basis:

Inspect all listed: gauges, control valves to ensure they are in proper orientation, control valves to ensure they are locked or tamper switches are in place, exterior of alarm valves, exterior of Dry Pipe Valves, Backflow Prevention Assemblies, sprinkler heads to assure they are clear of obstructions, hangers and bracing, pipe and fittings from floor level, that hydraulic nameplate is legible and securely attached to the riser or riser area, verify the proper number and types of spare sprinkler heads and sprinkler wrenches are available.

Test all listed: tamper switches and supervisory devices, alarm devices, associated control panels, indicating, initiating devices open and operate all valves, valves through its full range and return to its normal position and full flow test main drain.

Preaction Sprinkler Systems

On an annual (1-100%) basis:

- Perform all Visual Inspections
- Test waterflow alarms by opening the alarm bypass valve.
- Test low air pressure alarms
- Test the fire detection system for proper operation.
- Trip test each preaction valve, with the following exceptions as outlined in Section 9-4.3.2.2
 - Exception No. 1: Where the nature of the protected property is such that deluge valve water cannot be discharged for test purposes, the trip test shall be conducted in a manner that does not necessitate discharge in the protected area.
 - Exception No. 2: Where the nature of the protected property is such that water cannot be discharged unless protected equipment is shut down (e.g., energized electrical equipment) a full flow system test shall be conducted at the next scheduled shutdown. In all cases, the test frequency shall not exceed 3 years.
- Internally inspect the preaction valve. Verify all components operate normally, move freely and are in good condition.
 - Exception Section 9-4.3.1.3: Internal inspection of valves that cannot be reset without removal of faceplate shall be inspected every 5 years.

List of Equipment



Customer owns, occupies or manages the following building(s): **120 Liberty Dr. - Wheaton, IL.** Within said building(s), as of the above date, is now installed certain automatic fire extinguishing equipment ("Equipment"). The Equipment specifically consists of:

Qty.	Description
	SPRINKLER SYSTEM(S)
1	Pre-Action Sprinkler System – UPS Room/Pump Room
1	Pre-Action Sprinkler System – 5 th Floor Server Room



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An **EMCOR Company**

FIRE PROTECTION DIVISION

2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500

FAX 630-725-0700

www.shambaugh.com

Acceptance and Acknowledgement

First Trust Portfolios c/o Wheaton Property Partners - Agreement No. 1604

Period of Performance: The service(s) described in this Agreement shall begin at 12:01AM on _____ and shall be automatically renewed and shall continue for a period of _____ (1-3-5) years, as accepted below, from this date until the same shall be terminated by either party provided written notice of termination is given within 30 days prior to the expiration of this Agreement or each subsequent anniversary date thereof. Customer shall pay to Shambaugh after the first inspection has been made, and annually thereafter in the same month as the first payment made in the first year. Said inspection(s) and test service (excludes repairs, maintenance, material and/or equipment). The price herein set forth contemplates all inspections to be done during regular working hours of regular working days. **This price is for testing and inspection performed during regular hours (Monday – Friday 7:00 AM – 3:30 PM).** If the Customer requires the inspection to be done during other than regular working hours, then Shambaugh's usual overtime rates shall be paid in addition to said price.

Annual Term Agreement: Upon the automatic renewal of this Agreement, the price set forth below shall be increased due to price escalation by the percentage identified by the Consumer Price Index for the region in which the inspected building sits ("CPI"). If the Agreement duration is annual, then the price will be increased by the CPI for the previous year at time of renewal.

Extended Term Agreement The term of this Agreement will be extended as accepted below. If the Agreement is Extended Term the price will be increased by the cumulative CPI for each of the years covered by this Agreement prior to renewal. Such increases will be incurred by the same calculation for subsequent renewals. If the Extended Term option is selected, the Agreement will automatically renew at the expiration of the Extended Term for successive periods equal to the initial Extended Term. In the event this Agreement is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, Customer agrees to pay Shambaugh the amount of the full Extended Term Discount that Customer received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies Shambaugh may have.

Pricing:

Sprinkler Systems

\$700.00

Accepted

Term Selection: Annual Three (3) Years Five (5) Years

Total Agreement Pricing Accepted: \$ _____ .00

P.O. #: _____

Billing Address, (If different than Customer):

With acceptance of this agreement, customer becomes a Preferred Customer and will receive;

- **Priority Response** for Emergency Service Response
- **10% off** current year published Shambaugh & Son hourly rates
- **Service Call discount of 10%** on all materials purchased on behalf of the customer for repairs on all the systems covered under this agreement for all repairs and/or emergency service performed while this agreement is in effect.

The foregoing Agreement and all terms and conditions set forth are hereby agreed upon for the period of performance authorized above:

Authorized by:

Paul Nelson, IT Director

Date: 02/05/16

Only fully executed after authorized signature from:

Alan Jacobs, Assistant Branch Manager

Date: ____/____/____



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An EMCOR Company

FIRE PROTECTION DIVISION

2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500

FAX 630-725-0700

www.shambaugh.com

Inspection and Testing Agreement Terms and Conditions

This Inspection and Testing Agreement ("Agreement") is entered into by and between the above-referenced Customer and Shambaugh & Son, L.P. ("Shambaugh") on the above-identified Date, and in support thereof state and agree upon the following:

1. In the event additional equipment is installed after the Date of this Agreement, the charges and prices described herein below shall be negotiated in accordance with Shambaugh's then prevailing rates. The above quantity list defining the Equipment may not be inclusive. Upon inspection, if the quantity list or Equipment changes, then the price may be changed accordingly.
2. Shambaugh shall inspect and test said Equipment at frequency specified and shall report to the Customer promptly all needed items of maintenance, repairs and replacements, which in the judgment of Shambaugh may be necessary. Such report shall not give rise to any claim, whether in contract, tort, law or equity, against Shambaugh if it is written in such manner as to not identify a certain maintenance, repair or replacement issue that another may deem should have been included. Shambaugh shall inspect and test the Equipment described above in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Shambaugh shall have no greater responsibility than to perform per said NFPA requirements. All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").
3. This Agreement is limited to an inspection and testing service only, and does not include installation, maintenance, alterations, repairs, or replacements. Such installation, maintenance, alterations, repairs, and replacements shall only be made by Shambaugh upon Customer's separate written order, and shall be paid for by Customer on the basis of cost plus overhead and profit (i.e. time and material plus markup) or lump sum quotation per separate written agreement between Customer and Shambaugh unless otherwise indicated within this agreement.
4. This Agreement may be terminated by Shambaugh without prior notice, at the option of Shambaugh, (i) if the rendering of inspection and testing services is not longer possible for any reason beyond the control of Shambaugh, or (ii) in the event the Equipment becomes so substantially deteriorated, damaged or disabled, in the opinion of Shambaugh that further inspection services are no longer practicable. If Customer's Equipment is damaged, Shambaugh may choose to (i) suspend its obligations under this Agreement until such Equipment is repaired, or (ii) terminate this Agreement. If Shambaugh elects to suspend its obligations, it will first notify the Customer of the suspension and then the AHJ.
5. In the event that this Agreement is terminated for any reason ("Early Termination"), Customer will pay, as liquidated damages and not as penalty, an amount equal to one half (1/2) of the charges not yet paid by Customer for the remainder of the duration of the Agreement.
6. Shambaugh's obligation under this Agreement shall be only to inspect and test, and shall not include any obligation to any person or firm for negligence of or in such inspection, or for damage to any person, firm or property due to fire or due to partial or complete failure of the sprinkler system or Equipment to function. Shambaugh shall in no way be held liable on any claims for damages based on negligence or warranty, express or implied, by operation of law, tort, equity or otherwise, arising out of such inspection relative to the condition of the automatic sprinkler system and Equipment or the operation thereof. Shambaugh shall in no way be held liable for any damages arising out of the reliance by Customer on any statements by any employee or agent of Shambaugh in connection with such test and inspection. Shambaugh's liability on any claim for loss arising out of or connected with this Agreement shall be limited to the cost of the test and inspection itself for the year in which the claim arose. In no event will Shambaugh be liable for special or consequential damages. IN NO EVENT SHALL SHAMBAUGH BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. Customer shall indemnify, protect and hold Shambaugh harmless from all claims and demands, including, without limitation, court costs and attorneys' fees, of any and all persons on account of any damage or injuries caused directly or indirectly by the failure or inadequacy of the tested and inspected systems and Equipment. IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SHAMBAUGH OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO SHAMBAUGH'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHAMBAUGH FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF SHAMBAUGH, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.
7. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each party.
8. All notices by either party to the other shall be in writing and served by mail, in a securely sealed envelope, postage prepaid, directed to the other party at its office address identified herein.
9. Notices to Customer shall be sent to Customer's address first identified above.
10. Notices to Shambaugh shall be sent to the following:

Shambaugh & Son, L.P.	AND	Shambaugh & Son, L.P.
Attn.: Fire Protection Inspection Services		Attn.: Ken Bitner
7614 Opportunity Drive		7614 Opportunity Drive
Fort Wayne, Indiana 46825		Fort Wayne, Indiana 46825
11. Shambaugh reserves the right to discontinue their service at any time, without notice, if Customer is delinquent in payments required hereunder.



SHAMBAUGH & SON, L.P.
CONTRACTORS - ENGINEERS
SINCE 1926



An  **EMCOR Company**

FIRE PROTECTION DIVISION
2820 THATCHER ROAD, UNIT 1
DOWNERS GROVE, IL 60515

TELEPHONE 630-725-0500
FAX 630-725-0700
www.shambaugh.com

Inspection and Testing Agreement Terms and Conditions

12. Customer agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) person to assist Shambaugh technicians for the duration of the inspection. During the inspection, Customer's personnel will receive informal training on basic system functions and proper inspection procedures. If Customer cannot provide the assistance required, the scheduled testing and inspection may be cancelled or the Customer may be billed for additional time expended. Shambaugh has the right to charge a \$500.00 per occurrence rescheduling fee if Customer cancels an inspection with less than 24 hours notice or fails to provide a person to assist Shambaugh technicians at time of inspection forcing a cancellation. Customer shall promptly notify Shambaugh of any malfunctions in the covered systems or Equipment which come to Customer's attention. This Agreement assumes that any existing system or Equipment is in operational and maintainable condition as of the Agreement Date.
13. Shambaugh will furnish written reports after each test and inspection to Customer and the Customer will submit the insurance copy to their particular underwriter. Reports and recommendations of Shambaugh are only intended to assist Customer in reducing the possibility of loss to property by indicating defects or impairments noted to the system and Equipment inspected which require prompt consideration. They are not intended to imply that all other defects, hazards, or aspects of the system and Equipment are under control and without defect at the time of inspection. Shambaugh shall not be liable to any party whatsoever by reason of any report or recommendation, as it is only advisory in nature and final responsibility for the condition and operation of this sprinkler system and Equipment lies with the Subscriber.
14. Specifically excluded from the inspection and testing: WATER SUPPLY – Shambaugh shall not be liable or responsible for the adequacy or condition of the water supply; ENGINEERING REVIEW – The inspection is not an engineering evaluation of the fire protection systems and Equipment. The recommendations and observations that are made by Shambaugh to Customer during the inspection and review are not to be considered an engineering review; SYSTEM DRAWINGS – Customer shall have sprinkler drawings available on site to assist the inspector to identify Equipment components so that they may be properly located. Customer is responsible for identifying Equipment locations.
15. Customer acknowledges and agreed that Shambaugh has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of the Inspected Equipment, its merchantability or its fitness for any particular purpose; nor has Customer relied on any representations or warranties, express or implied. Customer further acknowledges and agrees: (a) that Shambaugh is not an insurer, (b) that Customer assumes all risk of loss or damage to Customer's premises or to the contents thereof, and (c) that Customer has read and understands all of this Agreement, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT SHAMBAUGH DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. SHAMBAUGH AND CUSTOMER FURTHER UNDERSTAND AND AGREE THAT SHAMBAUGH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN WRITING BY SHAMBAUGH AND THAT NO REPRESENTATIVE OF SHAMBAUGH HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.
16. Customer agrees that the sale, conveyance, or transfer of the building(s) listed above (if owned by Customer) shall constitute an Early Termination unless: (i) Shambaugh receives written notice thereof at least thirty (30) days prior to such sale, conveyance, or transfer; (ii) the purchaser agrees to assume this Agreement; and (iii) Shambaugh consents to such assumption by the purchaser in its sole discretion. Customer further shall not assign this Agreement without the prior written consent of Shambaugh, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Customer, transfer of Customer's business and assets which includes the occupation of said building(s), and the sale or transfer of more than forty percent (40%) of the equity ownership interest in Customer.
17. In the event that either party believes that the other has failed to meet its non-monetary performance obligations under this Agreement, such party will notify the other in writing. The accused party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived. In such event, Customer agrees to pay for all work performed by Shambaugh through the termination date.
18. In the event it becomes necessary for Shambaugh to institute legal proceedings to enforce this Agreement, then and in such proceeding Shambaugh shall be entitled to collect its reasonable attorneys' fees incurred in doing so, from Customer.
19. This Agreement shall be governed by the laws of the State where the above building(s) is located, and parties agree to the exclusive jurisdiction of the state or federal courts of such State in any and all proceedings between them.
20. This Agreement supersedes and replaces all previous oral and written agreements between the parties regarding testing and inspecting of the Equipment.
21. When this Agreement is accepted and signed by Customer and Shambaugh, a binding contract will exist between the parties.