

**Annex A-2 of MSA No. 2024M0012
STATEMENT OF WORK – HMS HVAC CONTROLS PROVISIONING**

This Annex A-2, named “**Statement of Work (SOW) – HMS HVAC CONTROLS PROVISIONING**”, defines the works (“**Services**”) to be performed by HSC LLC dba HSC BUILDING AUTOMATION AND CONTROLS for BLOUNT COUNTY BOARD OF EDUCATION (hereinafter called the “**SCHOOL BOARD**”).

I. THE PROJECT

The Services under this SOW, being performed under Contract Number C20250023 named as “**SOW – HMS HVAC Controls Provisioning**” (hereinafter referred to as the “**SOW**”), are for the purposes of providing HVAC Controls in Heritage Middle School (HMS) (hereinafter referred to as the “**Project**”).

This SOW shall be operating under the terms and conditions of the Master Service Agreement (MSA) No. 2024M0012, dated February 20, 2024, that the SCHOOL BOARD and HSC executed. In case of any conflict between the MSA and this SOW, the terms and conditions of the MSA shall prevail.

II. SERVICES

The details of the works for the Project (“**Services**”) shall be as detailed in the Proposal dated September 11, 2024, submitted by HSC to the SCHOOL BOARD, herein attached and incorporated in this SOW as Annex A-2a.

III. EFFECTIVITY AND DURATION OF THE SOW

This SOW shall be effective on the last date the Parties signed this SOW (“**Effective Date**”) and shall continue to be in full force and effect until the final invoice for the Project has been approved and paid, but in no case later than June 30, 2025. Notwithstanding the foregoing, the Parties herein may renew this SOW for the period needed to finish, invoice and pay for the Project, which intent to renew and the duration of the renewed period shall be agreed in writing by the Parties at least thirty (30) days prior to June 30, 2025.

IV. FEES

- A. The SCHOOL BOARD shall pay HSC for the Services covered by this SOW in the total amount of **Three Hundred Fifty Thousand One Hundred Forty Dollars (\$350,140.00)**.
- B. In case additional services appear to be in the interest of the Project, HSC shall submit recommendations to the SCHOOL BOARD prior to proceeding with any services beyond the scope of this SOW. The fees payable to HSC shall not exceed the above-mentioned fees without written authorization from the SCHOOL BOARD.

V. INVOICING AND PAYMENT

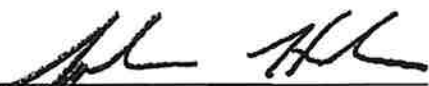
- A. HSC shall invoice the SCHOOL BOARD monthly for the works performed and allowed expenses incurred for the Project.
- B. In addition to the provisions in this SOW, the provisions in Clause X (Payment) of the MSA shall likewise apply.

VI. INSURANCE

- A. At no cost to the SCHOOL BOARD, HSC shall carry Insurance coverage as specifically required in the attached Certificate of Liability Insurance ("COLI"; "Attachment A-2b"). HSC shall also ensure that the other pertinent insurance documents required by the SCHOOL BOARD's insurance certificate tracking system be submitted to and in a form satisfactory to the SCHOOL BOARD.
- B. In addition to the provisions in this Annex A-2, the provisions in Clause XVI (Insurance) of the MSA shall apply.

IN WITNESS WHEREOF, the Parties herein signed this Agreement on the date written below.

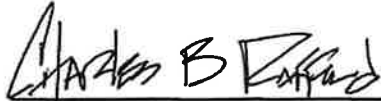
**HSC LLC dba BUILDING AUTOMATION
AND CONTROLS**


By: **JOHN HUGHES – VICE PRESIDENT**
Date: 9-18-24

BLOUNT COUNTY BOARD OF EDUCATION


By: **DAVID MURRELL – Director of Schools**
Date: 9-18-24

BLOUNT COUNTY GOVERNMENT


By: **CHARLES B. RAFFORD – Purchasing Agent**
Date: 9/19/24

Annex A-3 of MSA No. 2024M0012
STATEMENT OF WORK – UGMS HVAC CONTROLS PROVISIONING

This Annex A-2, named “**Statement of Work (SOW) – UGMS HVAC CONTROLS PROVISIONING**”, defines the works (“**Services**”) to be performed by HSC LLC dba HSC BUILDING AUTOMATION AND CONTROLS for BLOUNT COUNTY BOARD OF EDUCATION (hereinafter called the “**SCHOOL BOARD**”).

I. THE PROJECT

The Services under this SOW, being performed under Contract Number C20250024 named as “**SOW–UGMS HVAC Controls Provisioning**” (hereinafter referred to as the “**SOW**”), are for the purposes of providing HVAC Controls in Union Grove Middle School (UGMS) (hereinafter referred to as the “**Project**”).

This SOW shall be operating under the terms and conditions of the Master Service Agreement (MSA) No. 2024M0012, dated February 20, 2024, that the SCHOOL BOARD and HSC executed. In case of any conflict between the MSA and this SOW, the terms and conditions of the MSA shall prevail.

II. SERVICES

The details of the works for the Project (“**Services**”) shall be as detailed in the Proposal dated September 11, 2024, submitted by HSC to the SCHOOL BOARD, herein attached and incorporated in this SOW as Annex A-3a.

III. EFFECTIVITY AND DURATION OF THE SOW

This SOW shall be effective on the last date the Parties signed this SOW (“**Effective Date**”) and shall continue to be in full force and effect until the final invoice for the Project has been approved and paid, but in no case later than June 30, 2025. Notwithstanding the foregoing, the Parties herein may renew this SOW for the period needed to finish, invoice and pay for the Project, which intent to renew and the duration of the renewed period shall be agreed in writing by the Parties at least thirty (30) days prior to June 30, 2025.

IV. FEES

- A. The SCHOOL BOARD shall pay HSC for the Services covered by this SOW in the total amount of **Three Hundred Seventy-Seven Thousand Five Hundred Twenty-Three Dollars (\$377,523.00)**.
- B. In case additional services appear to be in the interest of the Project, HSC shall submit recommendations to the SCHOOL BOARD prior to proceeding with any services beyond the scope of this SOW. The fees payable to HSC shall not exceed the above-mentioned fees without written authorization from the SCHOOL BOARD.

V. INVOICING AND PAYMENT

- A. HSC shall invoice the SCHOOL BOARD monthly for the works performed and allowed expenses incurred for the Project.
- B. In addition to the provisions in this SOW, the provisions in Clause X (Payment) of the MSA shall likewise apply.

VI. INSURANCE


- A. At no cost to the SCHOOL BOARD, HSC shall carry Insurance coverage as specifically required in the attached Certificate of Liability Insurance ("COI"; "Attachment A-3b"). HSC shall also ensure that the other pertinent insurance documents required by the SCHOOL BOARD's insurance certificate tracking system be submitted to and in a form satisfactory to the SCHOOL BOARD.
- B. In addition to the provisions in this Annex A-3, the provisions in Clause XVI (Insurance) of the MSA shall apply.

IN WITNESS WHEREOF, the Parties herein signed this Agreement on the date written below.

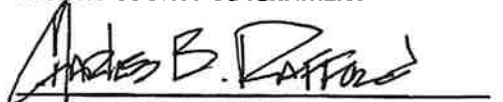
**HSC LLC dba BUILDING AUTOMATION
AND CONTROLS**


By: JOHN HUGHES – VICE PRESIDENT
Date: 9-17-24

BLOUNT COUNTY BOARD OF EDUCATION


By: DAVID MURRELL – Director of Schools
Date: 9-18-24

BLOUNT COUNTY GOVERNMENT


By: CHARLES B. RAFFORD – Purchasing Agent
Date: 9/19/24

Annex A-4 of MSA No. 2024M0012
STATEMENT OF WORK – SESI HVAC CONTROLS PROVISIONING

This Annex A-4, named “**Statement of Work (SOW) – SESI HVAC CONTROLS PROVISIONING**”, defines the works (“Services”) to be performed by **HSC LLC dba HSC BUILDING AUTOMATION AND CONTROLS** for **BLOUNT COUNTY BOARD OF EDUCATION** (hereinafter called the “SCHOOL BOARD”).

I. THE PROJECT

The Services under this SOW, being performed under Contract Number C20250031 named as “SOW–SESI HVAC Controls Provisioning” (hereinafter referred to as the “SOW”), *are for* the purposes of providing HVAC Controls in Samuel Everett School of Innovation (SESI) (hereinafter referred to as the “Project”).

This SOW shall be operating under the terms and conditions of the Master Service Agreement (MSA) No. 2024M0012, dated February 20, 2024, that the SCHOOL BOARD and HSC executed. In case of any conflict between the MSA and this SOW, the terms and conditions of the MSA shall prevail.

II. SERVICES

The details of the works for the Project (“Services”) shall be as detailed in the Proposal dated September 11, 2024, submitted by HSC to the SCHOOL BOARD, herein attached and incorporated in this SOW as Annex A-4a.

III. EFFECTIVITY AND DURATION OF THE SOW

This SOW shall be effective on the last date the Parties signed this SOW (“Effective Date”) and shall continue to be in full force and effect until the final invoice for the Project has been approved and paid, but in no case later than June 30, 2025. Notwithstanding the foregoing, the Parties herein may renew this SOW for the period needed to finish, invoice and pay for the Project, which intent to renew and the duration of the renewed period shall be agreed in writing by the Parties at least thirty (30) days prior to June 30, 2025.

IV. FEES

- A. The SCHOOL BOARD shall pay HSC for the Services covered by this SOW in the total amount of **Twenty-Six Thousand Thirty Dollars (\$26,030.00)**.
- B. In case additional services appear to be in the interest of the Project, HSC shall submit recommendations to the SCHOOL BOARD prior to proceeding with any services beyond the scope of this SOW. The fees payable to HSC shall not exceed the above-mentioned fees without written authorization from the SCHOOL BOARD.

V. INVOICING AND PAYMENT

- A. HSC shall invoice the SCHOOL BOARD monthly for the works performed and allowed expenses incurred for the Project.
- B. In addition to the provisions in this SOW, the provisions in Clause X (Payment) of the MSA shall likewise apply.

VI. INSURANCE

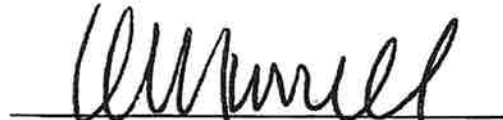
- A. At no cost to the SCHOOL BOARD, HSC shall carry insurance coverage as specifically required in the attached Certificate of Liability Insurance (“COL”; “Attachment A-4b”). HSC shall also ensure that the other pertinent insurance documents required by the SCHOOL BOARD’s insurance certificate tracking system be submitted to and in a form satisfactory to the SCHOOL BOARD.
- B. In addition to the provisions in this Annex A-4, the provisions in Clause XVI (Insurance) of the MSA shall apply.

IN WITNESS WHEREOF, the Parties herein signed this Agreement on the date written below.

**HSC LLC dba BUILDING AUTOMATION
AND CONTROLS**


By: JOHN HUGHES – VICE PRESIDENT
Date: 9-24-24

BLOUNT COUNTY BOARD OF EDUCATION


By: DAVID MURRELL – Director of Schools
Date: 9-24-24

BLOUNT COUNTY GOVERNMENT


By: CHARLES B. RAFFORD – Purchasing Agent
Date: 9/26/24