

## 20/21 Capital Projects

PO#	COMPANY	PROJECT	COST	ACCOUNT NUMBER
1590210045	Audio Central	Update control panels +remote access, district wide	\$ 12,375.00	41e2616420000000000000000000
1590210063	Tommark	Zilwaukee - replace condensater tanks	\$ 8,105.05	41e261411004624000000002001
1590210065	Vanguard	AH - Rebuild fire pumps	\$ 12,757.00	41e26141200012500000002002
1590210066	Vanguard	SHS - New fire control for passenger elevator	\$ 12,862.77	41e26141100333600000002001
1590210067	Billy's	Morley - catch basin	\$ 2,100.00	41e2614120000000000002000
1590210068	US Sheetmetal	AH - ladder to elevator room	\$ 5,220.00	41e26141100012500000002001
1590210111	Heinz	Zilwaukee - tree removal	\$ 3,975.00	41e26141100462400000000000
1590210112	Otis	SHS - repair freight elevator	\$ 3,600.00	41e261412003336000000000000
1590210113	Billy's	Chester Miller - catch basin	\$ 2,900.00	41e261419000667000000000000
1590210114	Billy's	Transportation - catch basin	\$ 3,650.00	41e261419009247000000000000
1590210115	Johnson Control	SCC - replace fire panel	\$ 13,432.19	41e2614120062460000000000000
	Commercial Control	5-Year Control Upgrade service contract @ \$40,000/Yr.	\$ 40,000.00	Awaiting Approval
	AKT Peerless	Complete AHERA Inspection/Update	\$ 191,400.00	Awaiting Approval
	Presidio	Update Access Control at Admin	\$ 5,451.60	Awaiting Approval
	Presidio	Update Access Control at Maint/Trans	\$ 5,688.64	Awaiting Approval
	Presidio	Install Access Control at Success Academy	\$ 4,750.40	Awaiting Approval
	Remer	Replace 2 Boiler Sections at Jesse Rouse	\$ 18,962.00	Awaiting Approval
	Otis	Rebuild Door Motor on Saginaw High Freight Elevator	\$ 4,844.30	Awaiting Approval
Total			\$ 352,073.95	
Remaining			\$ 147,926.05	



established 1978

Saginaw Public School District  
550 Millard St  
Saginaw, MI 48607

Attn: Tim Furtaw  
Director of Facilities

**PROFESSIONAL SERVICE AGREEMENT FOR THE FACILITY MANAGEMENT SYSTEM AND  
AUTOMATIC TEMPERATURE CONTROLS EXCLUSIVE TO  
THE SAGINAW PUBLIC SCHOOL DISTRICT**

Commercial Control Systems Inc. (CCS) is pleased to provide a professional service agreement for the Saginaw Public School District. CCS is the certified Schneider Electric representative for Intelligent Building Systems servicing the east section of the state of Michigan and the facility management system and temperature control contractor for the Saginaw Public School District. A professional service agreement with CCS assures your organization service priority as well as a 10% discount on both labor and materials. Please review and sign this Professional Service Agreement proposal for execution and return one signed copy to our office.

**Professional Services Provided:**

Included but not limited are Facility Management Systems (FMS) software, monitoring, programming, graphical displays, life safety, and equipment safety alarming. Hardware upgrades and firmware upgrades are also within the scope of this proposal as is all labor required to implement these interventions. CCS is the authorized Schneider Electric representative to distribute, sell, repair and warranty all hardware, firmware, and software within each Saginaw Public School facility.

**Discretionary Professional Service:**

Discretionary service consists of all service interventions at the facility director's direction. Preventive maintenance is not otherwise associated with this agreement. Service interventions beyond the scope of this proposal are invoiced pursuant to a time and material basis according to the preferred rate structure indicated below.

**Contract Preferential Charges:**

Labor:            **10%** off current service rates  
Materials:       **10%** off current materials prices

**Non-Scheduled Professional Service:**

Service will be performed after the request and direction of the facility director or designated maintenance personnel.

CCS, given available remote IP access, will endeavor to reduce costs through software review prior to dispatching a technician to the project site. Remote evaluation utilizing diagnostic tools is a proven tool for mitigating expenses. In many instances, graphical review can pinpoint the source of the problem.

### **System Support for Facility Management System:**

#### Database Maintenance

CCS will maintain a complete back-up of all application software databases.

#### Software Revisions

CCS will keep current all software and firmware revisions the manufacturer develops.

#### System Application Support

From time-to-time and as applicable, CCS will provide recommendations regarding modifications to existing system applications for added energy savings, more efficient operation and improvement of operational and management capabilities.

### **Document and Reporting:**

Description of professional service intervention and service hours will be submitted to the facility director. Balance amounts will be reported quarterly.

### **Proposal Expiration Date:**

In the absence of either written or oral acceptance, this offer to provide goods/services will expire sixty days from date of this proposal.

### **External Monetary Resources: Rebate Monies**

To the extent that energy rebate funds are applicable to any project, these resources shall be 100% material to additional energy services for the exclusive benefit of the Saginaw Board of Education.

## SPECIAL CONDITIONS

Commercial Control Systems, Inc. (CCS) is the territorial representative of Schneider Electric IBS (Intelligent Building Systems). The term "Companies" as used in this text denotes joint and several rights and obligations.

1. This agreement applies only to equipment installed prior to effective date of this agreement and as described on attachment(s). Normal and typical working hours (7 a.m. to 4 p.m.) will apply to all services, unless otherwise stated, including major repairs performed under this agreement.
2. It is agreed that the customer will provide reasonable means of access to all devices which are to be maintained. Companies shall be free to start and stop all primary equipment incidental to the operation of the mechanical system.
3. If the system is modified, changed or altered or if any equipment is added or if the system is removed within the premises or to other premises, the agreement may be immediately terminated at our option.
4. It is agreed upon that the contract price shall be adjusted yearly, or even three years as the contract stipulates; such adjustments shall be consistent with current labor and material costs. Either party may terminate this agreement by given written notice thirty days prior to the next anniversary date.
5. Companies shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Companies agent, employees or subcontractors.
6. Companies and customers assume the non-occurrence of the following contingencies which, without limitation. Might render performance by Companies impractical: strikes, fires, late or non-delivery by suppliers of Companies, and all other contingencies beyond reasonable control of Companies. Under no circumstances shall Companies be liable for any special or consequential damages whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Companies liability exceed the purchase price paid under this contract.





established 1978

### PROFESIONAL SERVICE AGREEMENT

**Between:** Commercial Control Systems, Inc. **And:** Saginaw Public School District  
3167 Enterprise Drive 550 Millard St  
Saginaw, MI 48603 Saginaw, MI 48607

**Services will be provided at the following location:**

All Saginaw Public School District Facilities- existing and future

**Price, Terms and Drawing Account:**

Customer is annually invoiced \$40,000.00.

The first invoice is generated after contract signing and thereafter Each July 1 to coincide with the fiscal calendar.

Contract Duration: Five (5) consecutive years.

Payment Terms are net 30 days from invoice date.

Drawing Account: As goods are delivered and services are performed, the customer is credited against the remaining balance until the annual contract amount is depleted. Thereafter, customer periodically receives time and material invoices pursuant to work authorized by the Saginaw Public School District and performed by CCS INC. Alternatively, customer may elect to pay an additional sum to satisfy contemporary and convenience invoicing as a drawing account. Any unused balances, if any per annum, are not credited to the customer. Regardless of the customer's payment option, goods and services are delivered at the preferential rate structure: That is a blanket 10% discount.

**This proposal remains valid until:** Sixty days from date below.

This proposal shall become a valid contract after authorized signature from CCS and written acceptance from an authorized agent from the Saginaw Public School District. This agreement supersedes all prior presentations and agreements not incorporated herein. This agreement commences on the date signed by customer below and shall continue for five years, and shall expire automatically thereafter.

**Proposed by:** John Wagner  
John Wagner  
Service Coordinator

**Accepted by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Approved by:** Ron Larson  
Ron Larson  
Contract Manager

**Date:** \_\_\_\_\_

**Date:** 01-19-2021

January 6, 2021

Mr. Tim Furtaw and  
Dr. Ramont M. Roberts  
**Saginaw Public Schools**  
550 Millard Street  
Saginaw, Michigan

Subject: **Proposal to Conduct AHERA Asbestos and Hazardous Materials Survey**  
Saginaw Public Schools  
Operating Facilities Throughout Saginaw County, Michigan  
Proposal Number: PS-27362

Gentlemen:

AKT Peerless Environmental Services (AKT Peerless) is pleased to provide its proposal to provide environmental services to conduct Asbestos Hazard Emergency Response Act (AHERA) Asbestos and Hazardous Materials Surveys of the following subject buildings:

<b>Operating Facilities</b>
<b>Saginaw Career Complex (SCC)</b> , 2102 Weiss Street, Saginaw, MI 48602
<b>Willie Thompson Middle School</b> , 3021 Court Street, Saginaw, MI 48602
<b>Zilwaukee Elementary</b> , 500 West Johnson Street, Saginaw, MI 48604
<b>Arthur Eddy Junior High</b> , 1000 Cathay Street, Saginaw, MI 48601
<b>Handley School</b> , 224 North Elm Street, Saginaw, MI 48602
<b>Herig Elementary</b> , 1905 Houghton Street, Saginaw, MI 48602
<b>Kempton Elementary</b> , 3040 Davenport Avenue, Saginaw, MI 48602
<b>Jesse Loomis Elementary</b> , 2001 Limerick Street, Saginaw, MI 48601
<b>Merrill Park Elementary</b> , 1800 Grout Street, Saginaw, MI 48602
<b>Chester Miller Elementary</b> , 2020 Brockway Street, Saginaw, MI 48602
<b>Jessi Rouse Elementary</b> , 435 Randolph Street, Saginaw, MI 48601
<b>Stone Elementary</b> , 1006 State Street, Saginaw, MI 48602
<b>Success Academy</b> , 1925 South Outer Drive, Saginaw, MI 48601
<b>Henry Doerr: Early Childhood Developmental Center</b> , 3270 Perkins Street, Saginaw, MI
<b>Administration Building</b> , 550 Millard Street, Saginaw, MI 48607
<b>Service Center 2</b> , 420 South Warren Street, Saginaw, MI 48607
<b>Maintenance/Transportation Building</b> , 1019 East Genesee Avenue, Saginaw, MI 48607
<b>Maintenance II</b> , 1019 East Genesee Avenue, Saginaw, MI 48607
<b>Grounds Storage</b> , 1019 East Genesee Avenue, Saginaw, MI 48607
<b>Jerome Elementary (Saginaw ISD Head Start)</b> , 1515 Sweet Street, Saginaw, MI 48602
<b>Claytor (Saginaw ISD Head Start)</b> , 3200 Perkins Street, Saginaw, MI 48601



AKT Peerless will implement work within two weeks, pending upon authorization to proceed. AKT Peerless' maximum estimated cost to complete the proposed scope of work for the AHERA Asbestos and Hazardous Materials Survey at all locations described within this proposal is \$191,400.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 989-630-7701 or via email at [bobickh@aktpeerless.com](mailto:bobickh@aktpeerless.com).

Sincerely,  
AKT Peerless

A handwritten signature in blue ink, appearing to read "Heath S. Bobick".

Heath S. Bobick  
Environmental Consultant

Enclosure

HSB/tc





# **Proposal to Conduct AHERA Asbestos & Hazardous Materials Surveys**

Saginaw Public Schools

Operating Facilities Located Throughout  
Saginaw County, Michigan

**PREPARED FOR** Saginaw Public Schools  
550 Millard Street  
Saginaw, Michigan

**PROPOSAL #** PS-27362

**DATE** January 6, 2020





**PROPOSAL TO CONDUCT AHERA ASBESTOS & HAZARDOUS MATERIALS SURVEYS  
SAGINAW PUBLIC SCHOOLS,  
OPERATING FACILITIES LOCATED THROUGHOUT SAGINAW COUNTY, MICHIGAN**

**INTRODUCTION**

AKT Peerless Environmental Services (AKT Peerless) appreciates this opportunity to present its proposal to conduct Asbestos Hazard Emergency Response Act (AHERA) Asbestos and Hazardous Materials Surveys of the following subject buildings:

<b>Operating Facilities</b>
<b>Saginaw Career Complex (SCC), 2102 Weiss Street, Saginaw, MI 48602</b>
<b>Willie Thompson Middle School, 3021 Court Street, Saginaw, MI 48602</b>
<b>Zilwaukee Elementary, 500 West Johnson Street, Saginaw, MI 48604</b>
<b>Arthur Eddy Junior High, 1000 Cathay Street, Saginaw, MI 48601</b>
<b>Handley School, 224 North Elm Street, Saginaw, MI 48602</b>
<b>Herig Elementary, 1905 Houghton Street, Saginaw, MI 48602</b>
<b>Kempton Elementary, 3040 Davenport Avenue, Saginaw, MI 48602</b>
<b>Jesse Loomis Elementary, 2001 Limerick Street, Saginaw, MI 48601</b>
<b>Merrill Park Elementary, 1800 Grout Street, Saginaw, MI 48602</b>
<b>Chester Miller Elementary, 2020 Brockway Street, Saginaw, MI 48602</b>
<b>Jessi Rouse Elementary, 435 Randolph Street, Saginaw, MI 48601</b>
<b>Stone Elementary, 1006 State Street, Saginaw, MI 48602</b>
<b>Success Academy, 1925 South Outer Drive, Saginaw, MI 48601</b>
<b>Henry Doerr: Early Childhood Developmental Center, 3270 Perkins Street, Saginaw, MI</b>
<b>Administration Building, 550 Millard Street, Saginaw, MI 48607</b>
<b>Service Center 2, 420 South Warren Street, Saginaw, MI 48607</b>
<b>Maintenance/Transportation Building, 1019 East Genesee Avenue, Saginaw, MI 48607</b>
<b>Maintenance II, 1019 East Genesee Avenue, Saginaw, MI 48607</b>
<b>Grounds Storage, 1019 East Genesee Avenue, Saginaw, MI 48607</b>
<b>Jerome Elementary (Saginaw ISD Head Start), 1515 Sweet Street, Saginaw, MI 48602</b>
<b>Claytor (Saginaw ISD Head Start), 3200 Perkins Street, Saginaw, MI 48601</b>

**SCOPE OF WORK**

**Asbestos Identification Survey**

AKT Peerless' asbestos survey is based on the Asbestos School Hazard Abatement Reauthorization Act (ASHARA). The purpose of ASHARA is to extend the AHERA inspection and management requirements to commercial and industrial buildings.

The purpose of AKT Peerless' Asbestos Survey is to: (a) identify and locate suspect Asbestos Containing Building Material (ACBM), (b) establish a sampling plan, based on homogeneous and functional areas to sample sources of friable and non-friable suspect ACBM, (c) quantify the amount of asbestos identified at the property, and (d) prepare a final survey report documenting ACBM and presumed ACBM quantities, locations, and laboratory testing results.

The scope of work for this survey is specifically designed to support the Saginaw Public Schools AHERA program. The proposed scope of work does not include the reevaluation activities of the subject building(s) post remediation and/or renovation activities and does not include the preparation of an Operations and Maintenance Plan (O & M Plan). The scope of work will be limited due to preservation of intact building systems and/or being occupied at the time of the survey.

AKT Peerless' Asbestos Survey will be performed using the following scope of work:

1. A review of readily available building records will be performed. This review may include building records, such as "working drawings" and "as-built drawings" to obtain an initial orientation to the layout and structural/electrical/mechanical elements of the building(s) or survey area. Building specifications, blueprints, and change orders will also be reviewed for any reference to any generic manufacturer or brand name of materials known to contain asbestos that have been incorporated into the building structures.
2. AKT Peerless will conduct an inspection of the survey area to identify building materials that are suspect for asbestos content. The AHERA rule requires that the suspect materials be identified, located and documented, and that friable suspect materials be assessed and classified for friability and damage. During the inspection, homogeneous areas will be delineated and sampled, as appropriate. Functional spaces will also be identified for purposes of assessing all suspect materials and thermal system insulation, as appropriate.

As part of the building inspection, AKT Peerless will not use destructive methods to gain access to enclosed building wall and ceiling structures, etc. Further, the Client authorizes AKT Peerless to inspect and gain access to building walls, floors, mechanical and heating, ventilation, and air conditioning (HVAC) systems including ductwork and air handling systems, as appropriate. The purpose of this approach is to: (a) identify the location of all ACBM (where feasible), (b) obtain access to suspect materials for sampling purposes, (c) obtain accurate material quantity estimates of the ACBM located within the building at the property, (d) minimize damage to building structures. AKT Peerless will make effort to maintain building condition but will not be responsible for damages or restoration as part of building material sampling.

For building areas that are still occupied and/or as otherwise directed by the Client, AKT Peerless will use limited destructive techniques to gain access to suspect ACBM. For suspect ACBM that cannot be sampled due to building occupancy, the suspect ACBM will be called out in our final report as "Assumed" and/or "Limited Sample".

It should be noted that core sampling of roofing materials associated with composite, rubber membrane, or "built up" roofing systems may result in damage due to water intrusion. In an effort to maintain system integrity, roof systems will not be sampled as part of this investigation. Roofing materials will be assumed asbestos containing unless roof access is

accessible from an interior hatch/opening and client approves destructive roof sampling techniques.

3. All samples collected will be submitted with chain-of-custody documentation to an analytical laboratory that participates in the National Voluntary Laboratory Accreditation Program (NVLAP). All samples will be analyzed using polarized light microscopy (PLM) with dispersion staining following USEPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology (NIST) Bulk Asbestos Handbook. Although PLM is currently the accepted and approved method for analysis, the method is limited in its ability to provide a quantitative result when asbestos represents a small fraction of the material. Current USEPA guidelines specify that when initial laboratory analysis of friable materials detect the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method may be considered. If the client does not exercise the option to conduct point counting, the material in question will be considered ACBM as identified by PLM analysis.

In an effort to minimize costs, AKT Peerless will also utilize first positive stop analysis methodologies. First positive stop involves analyzing samples by homogeneous area groupings. Laboratory analyses would proceed sample by sample, within each homogeneous area grouping, until a sample is determined to be asbestos containing. Thus, the estimated number of samples taken will remain as proposed, the actual number of samples analyzed and necessarily the cost of analyses, are expected to be reduced thereby reducing the final laboratory analytical costs incurred by the client.

4. AKT Peerless will prepare a summary letter report documenting the data and information gathered during the Asbestos Survey. AKT Peerless' report will include: (a) a general description of the suspect ACBM identified, (b) a determination of the quantity of suspect materials observed, (c) photographs of sampled materials, (d) a discussion regarding the quality assurance and quality control as well as methodology, (e) estimated costs for abatement of asbestos and other regulated materials, and (f) laboratory testing results. AKT Peerless will provide one electronic copy of the completed report. Additional reports, if requested, will be billed based on AKT Peerless' Standard Fee and Rate Schedule.

### **SCHEDULE**

AKT Peerless will implement work within two weeks upon authorization to proceed and will provide its AHERA Asbestos and Hazardous Materials Survey within two to four weeks of the sample collection dates for individual locations over the course of the next one to two years. Upon receiving the signed proposal AKT Peerless will provide an approximate schedule of the inspections.

### **PROJECT COSTS**

AKT Peerless proposes to provide the environmental services described in this proposal for a fixed fee of \$191,400 for the AHERA Asbestos and Hazardous Materials Surveys for each location and itemized costs, as described in Table 1 below:



**Table 1 – Operating Facilities Pricing Schedule**

<b>Operating Facilities</b>	
<b>Saginaw Career Complex (SCC), 2102 Weiss Street, Saginaw, MI 48602</b>	<b>\$14,500</b>
<b>Willie Thompson Middle School, 3021 Court Street, Saginaw, MI 48602</b>	<b>\$17,500</b>
<b>Zilwaukee Elementary, 500 West Johnson Street, Saginaw, MI 48604</b>	<b>\$8,900</b>
<b>Arthur Eddy Junior High, 1000 Cathay Street, Saginaw, MI 48601</b>	<b>\$11,500</b>
<b>Handley School, 224 North Elm Street, Saginaw, MI 48602</b>	<b>\$15,500</b>
<b>Herig Elementary, 1905 Houghton Street, Saginaw, MI 48602</b>	<b>\$9,900</b>
<b>Kempton Elementary, 3040 Davenport Avenue, Saginaw, MI 48602</b>	<b>\$9,500</b>
<b>Jesse Loomis Elementary, 2001 Limerick Street, Saginaw, MI 48601</b>	<b>\$9,900</b>
<b>Merrill Park Elementary, 1800 Grout Street, Saginaw, MI 48602</b>	<b>\$8,900</b>
<b>Chester Miller Elementary, 2020 Brockway Street, Saginaw, MI 48602</b>	<b>\$8,900</b>
<b>Jessi Rouse Elementary, 435 Randolph Street, Saginaw, MI 48601</b>	<b>\$9,500</b>
<b>Stone Elementary, 1006 State Street, Saginaw, MI 48602</b>	<b>\$9,900</b>
<b>Success Academy, 1925 South Outer Drive, Saginaw, MI 48601</b>	<b>\$6,500</b>
<b>Henry Doerr: Early Childhood Developmental Center, 3270 Perkins Street, Saginaw, MI</b>	<b>\$7,500</b>
<b>Administration Building, 550 Millard Street, Saginaw, MI 48607</b>	<b>\$7,500</b>
<b>Service Center 2, 420 South Warren Street, Saginaw, MI 48607</b>	<b>\$5,500</b>
<b>Maintenance/Transportation Building, 1019 East Genesee Avenue, Saginaw, MI 48607</b>	<b>\$7,500</b>
<b>Maintenance II, 1019 East Genesee Avenue, Saginaw, MI 48607</b>	<b>\$2,900</b>
<b>Grounds Storage, 1019 East Genesee Avenue, Saginaw, MI 48607</b>	<b>\$4,200</b>
<b>Jerome Elementary (Currently Rented by Saginaw ISD Head Start), 1515 Sweet Street, Saginaw, MI 48602</b>	<b>\$6,500</b>
<b>Claytor (Currently Rented by Saginaw ISD Head Start), 3200 Perkins Street, Saginaw, MI 48601</b>	<b>\$8,900</b>
<b>Total</b>	<b>\$191,400</b>

The survey costs are based on collecting various counts/quantities of suspect asbestos containing building material samples. Samples will be submitted under standard turnaround time (five business days) analysis. In the event that additional samples are required AKT Peerless will contact you with additional cost(s) whereas applicable, each sample will be billed at the standard unit rates. Additional suspect ACBM samples will be billed at \$8.50 per sample.

**LIMITATIONS**

The cost estimate provided above does not include: (a) additional sample analyses (if necessary); (b) additional time required to complete on-site survey, sample collection, and report preparation activities (i.e., if greater than five days); and (c) optional costs associated with point counting of specific samples where PLM test results identified a low percentage (i.e., less than three percent) of asbestos.

If visual observations or information obtained during the survey indicates the need for any additional sampling or analysis beyond this proposed scope of work, AKT Peerless will immediately contact you to



convey our findings and discuss a proposed scope of work and cost estimate to address these concerns. AKT Peerless' costs for additional services not covered under this scope of work will be based on time and materials.

AKT Peerless' scope of work for the above-described services does not include waste characterization sampling, waste disposal approval activities, or soliciting contractor cost estimates.

If visual observations or information obtained during the survey indicates the need for any additional sampling or analysis, beyond this proposed scope of work, AKT Peerless will immediately contact you to convey our findings and discuss a proposed scope of work and cost estimate to address these concerns. AKT Peerless' costs for additional services not covered under this scope of work will be based on time and materials.

If the client chooses to alter the proposed scope of work, the client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The client will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal. AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., inaccessible areas, safety hazards and unsafe work conditions). Cost assumes unfettered, unrestricted access to functional spaces such that field personnel can operate 8' step and 12' extension ladders to facilitate access of suspect materials. If delays occur, AKT Peerless will notify the client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

In the event public funding is pursued to fund this project, i.e. HUD or MSHDA, additional activities may be necessary to meet funding specific requirements and are not included as part of this proposal.

This proposal does not include costs associated with the preparation of potentially project related specifications and/or bidding activities, i.e. abatement, demolition, renovation, and/or bidding specifications.

This proposal, including descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.



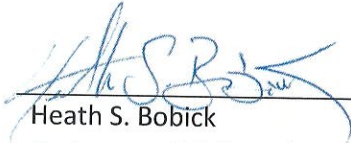
**TERMS AND CONDITIONS**

This project will be conducted in accordance with the attached terms and conditions. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date, if not paid in full prior.



**Proposal Acceptance for AHERA Asbestos & Hazardous Materials Surveys  
Saginaw Public Schools Operating Facilities Located Throughout Saginaw County, Michigan**

This proposal submitted by:



Heath S. Bobick  
Environmental Consultant

Proposal submitted on: January 6, 2020

Please authorize the proposal by executing below:

Proposal amount: **AHERA Asbestos and Hazardous Materials Survey**

Project Fee **\$191,400 (Total Estimated Costs)**

Client contact: Mr. Tim Furtaw and  
Dr. Ramont M. Roberts  
**Saginaw Public Schools**  
550 Millard Street  
Saginaw, Michigan

AKT Peerless Proposal No. PS-27362

Appendix A: Terms and Conditions

Acceptance: \_\_\_\_\_ (Signature)

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Note: Based on the scope of work detailed herein, client is aware that limited destructive inspection and sampling methods may be employed by AKT Peerless personnel to collect samples for analysis, however, AKT Peerless personnel will not use destructive inspection sampling methods to gain access to suspect ACBM that may be enclosed within interior and/or exterior building components such as wall and ceiling systems, and roofing. **No repairs will be performed on damaged materials.**

**ATTACHMENT**  
**AKT Peerless Terms and Conditions**



## AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES TERMS AND CONDITIONS

The following Terms and Conditions govern the advice, consultation and other environmental services ("Services") to be performed by AKT Peerless ("AKT Peerless") for you ("Client") pursuant to the proposal of which these Terms and Conditions form a part (the "Proposal"), for the property(ies) identified in the Proposal. These Terms and Conditions are incorporated by reference into the Proposal. By accepting the Proposal or authorizing all or any portion of the Services to be performed by AKT Peerless pursuant to the Proposal, Client shall be deemed to accept and agree to these Terms and Conditions. Once accepted, the Proposal and these Terms and Conditions constitute one agreement (the "Agreement").

(1) **Performance:** AKT Peerless will provide the Services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of AKT Peerless' profession currently practicing under similar conditions and in the same locality. AKT Peerless shall use commercially reasonable efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the Services to be performed by AKT Peerless for Client, including but not limited to, those related to environmental, fire, safety, and health matters.

(2) **Communication:** AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail to communicate with our clients. Our primary means of written communication with you will typically be via the e-mail address on file for you. If you would prefer, we communicate via facsimile number, please provide us with a facsimile number and let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for outgoing e-mail. If you require encryption, please let us know in writing and provide your preferred encryption program and a key if applicable. All written, telephone, facsimile, or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

(3) **Subsurface Investigations:** Client agrees to provide an on-site contact to identify utilities and improvements on the Subject Property. AKT Peerless shall cause the location of all underground utilities or improvements on the Subject Property to be marked by the appropriate utility companies. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current condition of the Subject Property shall occur. Repair of concrete and/or surface structures is not included as part of this Agreement and AKT Peerless shall have no liability or obligation to repair same, except as may be specifically set forth in the Proposal.

(4) **Client Cooperation:**

(a) Client agrees to cooperate fully with AKT Peerless so that AKT Peerless may perform all of its responsibilities under this Agreement. Before AKT Peerless begins its Services on the Subject Property, Client agrees to provide the following information to AKT Peerless, and agrees that AKT Peerless may rely on such information in the performance of its Services under this Agreement:

(i) access to the Subject Property, including the buildings located thereon, upon reasonable notice and during normal business hours;

(ii) any surveys, property records, and prior environmental assessments and/or investigation reports concerning the Subject Property;

(iii) any communications between a party within interest in the Subject Property or AKT Peerless' Services provided therefor and any governmental regulatory agency as may be in Client's possession or under its control; and



(iv) a written description of all information required by AKT Peerless in order to perform its Services under this Agreement, including documents, data, and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on, or under the Subject Property.

(b) AKT Peerless shall not be liable for any incorrect advice, judgment, recommendation, finding, decision, or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by AKT Peerless.

(5) **Payment:**

(a) Client shall pay AKT Peerless the greater of (i) the amount set forth in the Proposal and any subsequent change order(s) thereto, (ii) the total of all invoices submitted by AKT Peerless to Client, or (iii) the time dedicated by AKT Peerless to the Services at AKT Peerless' then-current rate schedule, plus all of AKT Peerless' out-of-pocket expenses (the "Fee"). AKT Peerless reserves the right to amend its rate schedule in advance of any future Services to be performed for Client pursuant to any change order(s) or subsequent proposals. AKT Peerless may, prior to performing any Services and in its sole discretion, require Client to provide a retainer in the amount set forth in the Proposal (the "Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client. If any portion of the Retainer remains at the end of the Term, AKT Peerless shall immediately return same to the Client. Client agrees that any out-of-pocket costs or outside services paid for by AKT Peerless on Client's behalf that are included in the Proposal, or which are required to perform the Services after the Services has commenced or otherwise required by the Client, will be billed to Client at one hundred fifteen percent (115%) of the total cost to AKT Peerless. Client agrees that it shall pay AKT Peerless at AKT Peerless' then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the Services provided under this Agreement, whether or not AKT Peerless is subpoenaed to appear at such proceeding by Client or any third party.

(b) All invoices submitted to Client shall be considered payable immediately upon being submitted to the Client, with payment required within thirty (30) days after receipt by the Client. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter until paid in full. Additionally, Client shall pay AKT Peerless all interest, expenses and costs incurred by AKT Peerless in connection with any late payment and the collection thereof, including the costs of any collection action and reasonable and actual attorney fees. In the event that payment is not received on any invoice within thirty (30) days, AKT Peerless may terminate this Agreement and any other existing contracts between Client and AKT Peerless and may apply any Retainer to outstanding invoices without incurring any liability to Client. In the event that payment is not received on such invoices, and whether or not AKT Peerless terminates any contract or ceases any Services thereunder, AKT Peerless shall nevertheless be entitled to pursue all legal and equitable remedies to obtain payment of the balance of any outstanding invoices. Any termination by AKT Peerless shall be effective immediately upon issuance of a termination notice. If Client objects to any invoice, it must make such objection to AKT Peerless in writing within ten (10) business days after receipt of such invoice, or the objection shall be deemed forever waived by the Client and Client shall be barred from raising any claim that AKT Peerless performed any of the Services under such contract or agreement in a negligent or grossly negligent manner or that it acted with willful misconduct or any similar concept.

(6) **Term and Termination:** This Agreement shall begin on the date on which Client accepts the Proposal and end on the date on which:

(a) AKT Peerless has completed its performance under this Agreement and Client has paid the last invoice outstanding under this Agreement;

(b) AKT Peerless terminates this agreement because AKT Peerless, in its sole discretion, believes that a request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue; or

(c) either Client or AKT Peerless terminates this Agreement by providing thirty (30) days' written notice to the other party; *provided, however* that neither Client nor AKT Peerless may terminate this Agreement if such termination would irreparably harm the other party. In the event Client terminates this Agreement prior to the completion of AKT Peerless' Services, Client shall pay AKT Peerless for the Services that has been performed through the date of termination and for efforts that are expended by AKT Peerless to conclude its Services in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, proper handling and disposal of samples, organization of files and reports, and the like) and, in addition, Client shall pay AKT Peerless an additional amount equaling ten percent (10%) of the Fee, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this paragraph 6(c) exceed the amount set forth on the Proposal by ten percent (10%).

(7) **Indemnification:** Client shall defend, indemnify, and hold harmless AKT Peerless, its subcontractors, and its respective officers, directors, shareholders, members, attorneys, agents, and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, whether direct, indirect, or consequential ("**Damages**"), that (a) arise out of or relate in any way to AKT Peerless' presence on the Subject Property or the presence of hazardous substances or contamination on, at, from, or under the Subject Property; or (b) arise as a result of Client's negligence, gross negligence, or willful misconduct.

(8) **Insurance:** AKT Peerless shall procure and maintain at its own expense, during the term of this Agreement, insurance with limits of liability and upon such terms and conditions as are customary in the industry.

(9) **Limitations of Liability; Cure:** Client acknowledges that AKT Peerless has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the Subject Property as to which Client has requested AKT Peerless' Services. Notwithstanding anything to the contrary contained herein, AKT Peerless' liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the Services provided by AKT Peerless shall be limited to the lesser of the amount paid by Client for the Services, or five thousand dollars (\$5,000). AKT Peerless is not responsible for any claims arising out of the negligence, gross negligence, or willful misconduct of Client or by any person or entity not under the direct control of AKT Peerless. In no event shall AKT Peerless have any liability to Client for any claims for any loss of business opportunity, profits, or any special, incidental, consequential, or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the Services provided by AKT Peerless or in any way arising out of or related to this Agreement, Client agrees to provide AKT Peerless with reasonable notice of and an opportunity to cure the claimed Damages within thirty (30) days of discovery of same. Failure by Client to provide such notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, AKT Peerless shall have no more than thirty (30) days after receiving notice of claimed Damages from Client to cure any defect, unless such cure requires additional time to implement or complete, in which case AKT Peerless shall be provided a commercially reasonable amount of time to complete the cure. Failure by AKT Peerless to cure any defect as provided herein shall in no event bar or preclude any defense to which AKT Peerless may otherwise be entitled. Finally, AKT Peerless shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts, subject to any further limitations herein. AKT Peerless shall not be liable to Client for failure to comply with the terms of paragraph 1 of this Agreement unless such non-compliance is due to the negligence, gross negligence, or intentional

misconduct of AKT Peerless. Client acknowledges that AKT Peerless has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the Services except as set forth herein. In the case of incentives Services, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

(10) **Timing of Claims:** Each and every claim that may be brought against AKT Peerless relating in any way to the Services provided by AKT Peerless under this Agreement, whether based upon contract, tort, statute, or otherwise, must be brought within one (1) year from completion of the Services or they shall be forever barred.

(11) **COVID-19.** If the Proposal relates to or involves AKT Peerless' cleaning or disinfection of property impacted by the 2019 novel coronavirus, SARS-CoV-2 or COVID-19 ("COVID-19") or any other bacteriological or viral contaminant (individually or collectively "Biological Agent"), or the supervision or oversight of any other person conducting such cleaning or disinfection, the following terms apply and are part of the Agreement:

(a) AKT Peerless will use one or more products for eradication of any such Biological Agent that is on the United States Environmental Protection Agency ("EPA") registered product list as of the date the Services are performed, or another product containing the same active ingredient(s) in the same or greater concentrations, or if no such product is on the EPA registered product list, a product that serves as an industry standard for the particular application ("Product"). AKT Peerless will use such Product to decontaminate and disinfect all solid, high contact surfaces including, but not limited to, handrails, door knobs, key cards, light switches, countertops, water faucets and handles, work surfaces, computer keypads and mouse, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls.

(b) AKT Peerless will not treat porous surfaces, HVAC systems, or associated equipment unless specified in the Proposal. If the cleaning and disinfection of porous surfaces is included in the Proposal, AKT Peerless will follow all appropriate guidelines to clean such surfaces. Client agrees to hold AKT Peerless harmless for any discoloration, damage, or full penetration of the porous surfaces with disinfectants. If the cleaning and disinfection of HVAC systems and associated equipment is included in the Proposal, AKT Peerless will clean such systems by adding disinfectant to the air intake and allowing the HVAC system to circulate the disinfectant. The effectiveness of this treatment is limited by any obstructions, dampers, or other impediments within the HVAC system.

(c) Client agrees and acknowledges that clutter, debris, and other items obstructing the surfaces to be cleaned reduces the effectiveness of the cleaning and disinfection process and interferes with AKT Peerless' ability to perform its Services. Client will use reasonable efforts to remove such items before AKT Peerless performs its Services and will hold AKT Peerless harmless from any damage to such items that occurs during the cleaning and disinfection process.

(d) AKT Peerless will closely monitor updates from governmental agencies (including but not limited to the United States Center for Disease Prevention and Control ("CDC") and the EPA) and will perform all Services described in the Proposal in accordance with the appropriate standard(s) of care in effect on the day the Services are performed. AKT Peerless shall deliver change order(s) for any changes in the Services due to updates or changes in regulatory guidance between the date of the Proposal and the date the Services are performed in accordance with Section 17 below.

(e) Client agrees and acknowledges that any Proposal subject to this Section 11 shall not include an obligation for the AKT Peerless to conduct or provide any post-disinfection sampling or testing of the affected property for COVID-19 or any other contaminant, and AKT Peerless is not required to conduct any such sampling or testing by virtue of this Agreement. This Section may not be modified by any prior, concurrent, or subsequent oral agreement between Client and AKT Peerless.

(12) **Incentives.** If applicable, Client understands that it is seeking financial incentive programs, not entitlement programs, and as such, approval of any financial incentive benefit that involves AKT Peerless' Services are not guaranteed. Client's strict compliance with the applicable financial incentive legislation is required in order to qualify for consideration by the applicable government agency, and to maintain compliance after any such incentives are approved, granted, paid, or monetized. Ongoing compliance, both before and after any such incentives are approved, granted, paid, or monetized is the sole and exclusive responsibility of the Client and not AKT Peerless. Client is strongly encouraged to seek legal advice, at the Client's own expense, regarding all legal matters or questions, including tax issues, that may arise during the application, qualification and receipt for these incentives and to have competent legal counsel review any documents prepared by AKT Peerless for submission to any federal, state, or municipal government or agency before submission. Additionally, Client is strongly encouraged to seek accounting advice and services, at the Client's own expense, on all tax matters or questions that may arise regarding financial incentives and to consult with Client's accountant prior to submission of any tax forms. Further, in the event AKT Peerless is successful in assisting Client with obtaining financial incentives, Client acknowledges that strict compliance with the applicable financial incentive legislation is also required after incentives have been approved in order to retain any financial incentives and to avoid any termination, claw back or repayment of such financial incentives. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full financial benefits received, require repayment of benefits received, or have negative tax consequences. AKT Peerless assumes no liability for any actions or omissions of Client that may negatively affect any available financial incentives whether before or after having been awarded.

(13) **Confidentiality:** AKT Peerless shall retain as confidential all information, samples, and data furnished to it by Client or collected by it during the course of the Services performed under the Agreement or any amendment hereto (the "**Confidential Information**"). AKT Peerless shall not disclose the Confidential Information to any third party except as directed by Client or as required by law, regulation, or court order. To the extent practical, prior to making any disclosure of the Confidential Information required by law, regulation, or court order, AKT Peerless shall notify Client of its obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to AKT Peerless for its time spent assisting in such challenge.

(14) **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the Subject Property at the time the investigation was performed and any material change in the use or condition of the Subject Property after the date that any such report is delivered to the Client shall not result in any liability on the part of AKT Peerless relating to the accuracy of the report at the time it was delivered. In no event shall any report based upon the Services be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide AKT Peerless with same and allow AKT Peerless to revise the report accordingly; *provided, however,* that AKT Peerless shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Furthermore, AKT Peerless shall not be liable to Client in the event such after-provided information would have resulted in AKT Peerless reaching different conclusions had the information been divulged to AKT Peerless prior to the report being delivered. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum, or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the Subject Property, and that hazardous materials may later be found on the Subject Property. Client agrees that AKT Peerless is not responsible for any failure to detect or clean up the presence of hazardous materials unless (a) the failure to detect same is caused by AKT Peerless' negligence, gross negligence or willful misconduct, and (b) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be limited as set forth in this Agreement.

(15) **File Retention.** AKT Peerless shall retain all reports for a period of three (3) years after completion of the Services. AKT Peerless may destroy or retain Client's file or any portion thereof in its discretion after the

expiration of that period. Any samples obtained by AKT Peerless under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing. AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested in writing, AKT Peerless will provide copies of these files to you (excluding our notes and other work products) at the conclusion of the matter. If you request that we turn our files over to you or to another party and you have not fully satisfied all of your obligations to us under this Agreement, including full payment of the Fee and costs associated therewith, we may hold the files as security for performance of those obligations. We may also require that you execute a release prior to turning over such files.

(16) **Lien:** In order to secure payment of the Fee and any amounts due to AKT Peerless hereunder, AKT Peerless hereby notifies Client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq.*) (the "Act") or such similar provision which may be in force in the jurisdiction in which the Subject Property is located. Client further agrees to execute and deliver to AKT Peerless, and grants AKT Peerless power of attorney to execute and record on their behalf, any and all documents necessary in order to comply with the requirements of the Act. If AKT Peerless does not have rights under the Act, the signatory of the Proposal agrees to personally guarantee any debt owed by Client to AKT Peerless under this Agreement.

(17) **Changes:** The parties acknowledge that neither this Agreement nor any Proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during AKT Peerless' Services that require the modification to the scope of work to be performed, these events may require alterations to the Services outlined in the Proposal. If such changes are required by changes in statute, regulations, governmental authorities, or the interpretations thereof, this Agreement and the Proposal shall thereafter be amended to incorporate those changes and the compensation paid to AKT Peerless shall be adjusted accordingly. If Client alters the Services proposed by AKT Peerless after the date of the Proposal, AKT Peerless shall have no liability whatsoever for any Damages based upon the final Services performed by AKT Peerless, if in the performance of the AKT Peerless' original proposal the claimed defect could have been discovered. Client further acknowledges that the costs in the Proposal are merely estimates. These estimates are made by AKT Peerless on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

(18) **Delays:** AKT Peerless shall use commercially reasonable efforts in performing the Services under this Agreement. AKT Peerless shall not be responsible, however, for any delay or failure to perform its Services if such failure or delay is caused by Client's failure to perform its obligations under paragraph 4 above or is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, outbreak or pandemic (including but not limited to COVID-19 and similar viruses) or the failure to gain cooperation of any necessary third party or any other act beyond the control of AKT Peerless (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the time for AKT Peerless' for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay in AKT Peerless' performance is caused by either the acts or omissions of Client or by any third party (including any governmental agency), AKT Peerless shall be entitled to additional compensation, based upon its then-current standard rates, for the additional efforts required in obtaining said approvals, documentation, or access.

(19) **Reliance and Reliance Letters:** The Services performed by AKT Peerless and issuance of any report generated by AKT Peerless is for the sole benefit of Client. No other individual or entity may rely on same without the express written permission of AKT Peerless. AKT Peerless acknowledges that, from time to time, Client may request that AKT Peerless issue a reliance letter to Client's financial institution ("**Reliance Letter**"). AKT Peerless agrees, at no additional cost, to provide one Reliance Letter to Client's financial institution, so long as the reliance letter is subject to these Terms and Conditions and Client requests same within one hundred eighty (180) days of AKT Peerless' final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and acknowledges that any such reliance shall be effective only as to the condition of the Subject Property on the date of the final report. AKT Peerless shall not be required to provide reliance on any report older than 180 days. In the event AKT Peerless agrees to provide a Reliance





Letter to any other party, the party granted such reliance must agree in writing to be bound by these Terms and Conditions. AKT Peerless may, in its sole discretion, charge a third party a fee (to be determined by AKT Peerless) to issue a reliance letter. Any third-party reliance shall only be as of the date the report was published. AKT Peerless' liability for any and all Damages incurred under any Reliance Letter, either directly or indirectly, whether by agreement or otherwise, shall be limited to the amount of the Fee.

**TO:** Saginaw Public Schools  
 Tim Furtaw  
 550 Millard Street  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) (989) 714-5884

**FROM:** Presidio Networked Solutions Group, LLC  
 Matt Boes  
 6355 East Paris Ave  
 Caledonia, MI 49316-9139  
  
 mortwineboes@presidio.com  
 (p) 616.871.1517

**BILL TO:** Saginaw Public Schools  
  
 550 Millard St  
 Saginaw, MI 48607

**SHIP TO:** Saginaw Public Schools  
 Tim Furtaw  
 550 Millard St  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) 989.714.5884

**Customer#:** SAGIN006

**Contract Vehicle:** Michigan REMC 2019-2024 Computers and Networking Contract-Avigilon

**Account Manager:** Matt Boes

**Inside Sales Rep:** Sandra Terrell

**Title:** PhySec - SPSP Admin Building Access Control

**Comments:** Convert Existing Access Control Doors and Base Infrastructure at the Administration Building

#	Part #	Description	Unit Price	Qty	Ext Price
1	AC-SW-LIC-16RCU-6-P	Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	\$566.44	1.00	\$566.44
2	AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON- ?"MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks	\$482.80	1.00	\$482.80
3	BT126	BATTERY-12VDC/7AH; FOR USE W/POWER SUPPL	\$22.00	2.00	\$44.00
4	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$870.40	1.00	\$870.40
5	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies	\$150.00	1.00	\$150.00
6	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$3,550.00	1.0000	\$3,550.00
<b>Deliverable:</b> Installation services					

<b>Sub Total:</b>	<b>\$5,663.64</b>
<b>Shipping:</b>	<b>\$25.00</b>
<b>Grand Total:</b>	<b>\$5,688.64</b>

This quote is governed by Terms and Conditions of REMC 2019-2024 Computers and Networking Contract - Avigilon  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions Group LLC  
6355 East Paris Ave  
Caledonia, MI 49316

Pursuant to this contract your PO must reflect the following contract:  
REMC 2019-2024 Computers and Networking Contract - Avigilon

Tax ID# 76-0515249; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**TO:**  
 Saginaw Public Schools  
 Tim Furtaw  
 550 Millard Street  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) (989) 714-5884

**FROM:**  
 Presidio Networked Solutions Group, LLC  
 Matt Boes  
 6355 East Paris Ave  
 Caledonia, MI 49316-9139  
  
 mortwineboes@presidio.com  
 (p) 616.871.1517

**BILL TO:**  
 Saginaw Public Schools  
 Theo Dillingham  
 550 Millard St  
 Saginaw, MI 48607  
  
 tdillingham@spsd.net  
 (p) (989) 399-6551

**SHIP TO:**  
 Saginaw Public Schools  
 Tim Furtaw  
 550 Millard St  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) (989) 714-5884

**Customer#:** SAGIN006

**Contract Vehicle:** Michigan REMC 2019-2024 Computers and Networking Contract-Avigilon

**Account Manager:** Matt Boes

**Inside Sales Rep:** Sandra Terrell

**Title:** PhySec - SPSD Maint/Transportation Building Access Control Conversion

#	Part #	Description	Unit Price	Qty	Ext Price
1	AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON - ?"MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks	\$482.80	1.00	\$482.80
2	BT126	BATTERY-12VDC/7AH; FOR USE W/POWER SUPPL	\$22.00	2.00	\$44.00
3	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$870.40	1.00	\$870.40
4	AC-MER-CON-MR52	Series 3 Two-Reader Interface Module: mag or wiegand; 8 inputs; 6 relays (Mercury Part Number: MR52-S3)	\$479.40	1.00	\$479.40
5	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies	\$150.00	1.0000	\$150.00
6	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$3,400.00	1.0000	\$3,400.00
<b>Deliverable:</b> Installation services					

<b>Sub Total:</b>	<b>\$5,426.60</b>
<b>Shipping:</b>	<b>\$25.00</b>
<b>Grand Total:</b>	<b>\$5,451.60</b>

This quote is governed by Terms and Conditions of REMC 2019-2024 Computers and Networking Contract - Avigilon  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions Group LLC  
6355 East Paris Ave  
Caledonia, MI 49316

Pursuant to this contract your PO must reflect the following contract:  
REMC 2019-2024 Computers and Networking Contract - Avigilon

Tax ID# 76-0515249; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



**TO:** Saginaw Public Schools  
 Tim Furtaw  
 550 Millard Street  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) (989) 714-5884

**FROM:** Presidio Networked Solutions Group, LLC  
 Matt Boes  
 6355 East Paris Ave  
 Caledonia, MI 49316-9139  
  
 mortwineboes@presidio.com  
 (p) 616.871.1517

**BILL TO:** Saginaw Public Schools  
 Wendy Kulka  
 550 Millard St  
 Saginaw, MI 48607  
  
 wkulka@spsd.net

**SHIP TO:** Saginaw Public Schools  
 Tim Furtaw  
 550 Millard St  
 Saginaw, MI 48607  
  
 tfurtaw@spsd.net  
 (p) (989) 714-5884

**Customer#:** SAGIN006

**Contract Vehicle:** Michigan REMC 2019-2024 Computers and Networking Contract-Avigilon

**Account Manager:** Matt Boes

**Inside Sales Rep:** Sandra Terrell

**Title:** PhySec - SPSD Success Academy Access Control

#	Part #	Description	Unit Price	Qty	Ext Price
1	AC-LSP-8DR-MER-LCK	Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON _ ?"MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks	\$482.80	1.00	\$482.80
2	NP7-12-250FR	12V 7AH .250 TERMNL FR VRSION	\$22.00	2.00	\$44.00
3	AC-MER-CONT-LP1502	Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$870.40	1.00	\$870.40
4	40TKS-00-000000	40TKS-00-000000	\$185.00	1.00	\$185.00
5	AC-MER-CONT-LP1502	Intelligent Controller, Linux Based with 2 doors, 8 inputs and 4 outputs, expandable up to 64 doors. (Mercury Part #: LP1502)	\$843.20	1.00	\$843.20
6	MISC-PhySec-CONSUMABLE	Physical Security / AV Consumable Supplies  <b>Comments:</b> Cable and rough-in materials	\$350.00	1.00	\$350.00
7	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee  <b>Deliverable:</b> Installation services	\$1,950.00	1.0000	\$1,950.00

<b>Sub Total:</b>	\$4,725.40
<b>Shipping:</b>	\$25.00
<b>Grand Total:</b>	\$4,750.40

This quote is governed by Terms and Conditions of REMC 2019-2024 Computers and Networking Contract - Avigilon  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions Group LLC  
6355 East Paris Ave  
Caledonia, MI 49316

Pursuant to this contract your PO must reflect the following contract:  
REMC 2019-2024 Computers and Networking Contract - Avigilon

Tax ID# 76-0515249; Size Business: Large; CAGE Code: OKD05; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Date: 12/28/2020

Page: 1 of 1

<b>To:</b> Saginaw Public Schools 550 Millard St. Saginaw MI 48601  <b>ATTN:</b>	<b>Job Name:</b> Jesse Rouse School  Saginaw, MI	
	Job Number 10052194	


WE PROPOSE TO FURNISH LABOR AND MATERIALS TO REPLACE (2) WEIL MCLAIN SECTIONS

**WORK INCLUDES:**

- \*\*\*\*\* DEMO (2) SECTIONS
- \*\*\*\*\* INSTALL (2) NEW SECTIONS
- \*\*\*\*\* TEST BOILER SECTIONS
- \*\*\*\*\* RECONNECT BOILER PIPING AND BREECHING

.....TOTAL BID.....\$18,962.00

NOTE: CURRENT LEAD TIME (3) WEEKS

<p><b>We Propose</b> hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:  <b>EXACTLY EIGHTEEN THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS</b> <span style="float: right;"><b>\$18,962.00</b></span></p>	
<p>All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.</p>	<p>Authorized Signature           Mark J Katz</p> <p>Note: This proposal maybe withdrawn by us if not accepted within 30 days.</p>
	<p><b>Acceptance of Proposal</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Date of Acceptance: <u>1/25/2021</u></p>

# OTIS

Made to move you

DATE: 01/29/2021

**TO:**  
SAGINAW PUBLIC SCHOOLS  
550 Millard St.  
Saginaw, MI 48607

**FROM:**  
Otis Elevator Company  
4500 Empire Way, Ste 3  
Lansing, MI 48917

**EQUIPMENT LOCATION:**  
SAGINAW HIGH SCHOOL  
3100 Webber St  
Saginaw, MI 48601

Daniel Pozsgai  
Phone: (517) 322-2921  
Fax: (517) 322-9431

**PROPOSAL NUMBER:** OUI210129104630

**MACHINE NUMBER(S) :** G03480

**CUSTOMER DESIGNATION(S) :** FREIGHT

## ELEVATOR REPAIR

Otis Elevator will provide parts and labor necessary to repair the door motor. We will adjust for proper operation after repair.

Material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

An Otis Representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.



**PRICE: \$ 4,844.30**  
**Four thousand eight hundred forty-four dollars and thirty cents**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 4,844.30.

**PAYMENT TERMS:**

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Daniel Pozsgai  
 Title: Account Manager  
 E-mail: Daniel.Pozsgai@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of Company \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Megan Yaksic

Title General Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
 (Name of Principal or Owner)



**TERMS AND CONDITIONS**

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the ISMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.