



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
March 8, 2021 - 7:00 PM
Zoom meeting

Agenda



I. Opening of Meeting

- A. *Call to Order*
- B. *Roll Call*
- C. *Mission: Nurturing Each Child, Educating All Students, Empowering Citizens*
- D. *Approval of Agenda*
Motion: The Board of Education approve the agenda of the March 8, 2021 regular meeting held via Zoom pursuant to the Open Meetings Act.
- E. *Approval of Minutes*
February 22, 2021
Motion: The Board of Education approve the minutes of the February 22, 2021 regular meeting as presented.

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II. Recognition

III. Superintendent's Report

IV. Bond Update

V. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

VI. Board Discussion

VII. Action Items

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A. Elementary Bond Donley Phase II, sitework and food service equipment bid package

Motion: The Board of Education award the following bids related to Donley Elementary phase II, sitework and food service equipment bid package #6 as follows:

Category 1 Demo – Universal Consolidated Enterprise	\$146,069
Category 2 Site Concrete and 5 Earthwork – Leavitt & Starck Excavating	\$199,875
Category 3 Plumbing/HVAC – Gunthorpe Plumbing & Heating	\$471,648
Category 4 Electrical – J. Ranck Electric	\$1,936,477
Category 5 Earthwork – Leavitt & Starck Excavating	\$924,400
Category 6 Asphalt – American Asphalt	\$177,400
Category 7 Food Service Equipment – Merchandise Equipment & Supply	\$121,827
Category 8 Material Testing - Interkal PSI	<u>\$ 16,430</u>
Total	\$3,994,126

Motion: The Board of Education authorize reimbursable general conditions, related to Donley Elementary phase II, sitework and food

service equipment bid package #6, to Clark Construction in the amount of \$80,000.

B. Renewal of the Food Service Management Contract with Chartwells School Dining for FY 2021-22

Motion: The Board of Education authorize the Superintendent, or designee, to sign the attached Agreement Page and Contract Renewal Agreement to renew the food service management contract with Chartwells School Dining for a period of one year beginning on July 1, 2021 through June 30, 2022 as presented.

C. Purchase and install Dynamic Air Cleaners at East Lansing High School and MacDonald Middle School

Motion: The Board of Education approve the purchase and installation of dynamic air cleaners, from Trane Mid-Michigan, for the HVAC systems at East Lansing High School and MacDonald Middle School in the amount of \$162,443.

D. Performance Bond Partial Release and Assignment

Motion: The Board of Education authorize the Superintendent, or designee, to sign the attached Performance Bond Partial Release and Assignment as presented.

E. Thrun Law Firm's Policy Service

Motion: The Board of Education approve the adoption of Thrun Law Firm's Policy Manual and Service as presented.

VIII. Committee Reports

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

IX. Announcements

X. Adjournment

Respectfully Submitted,

***Dori Leyko
Superintendent***

Minutes of the Regular Meeting
Of the
East Lansing Board of Education
Via Zoom
Meeting ID: 881 5887 6763
February 22, 2021
7:00 p.m.

Opening of Meeting

Board President Terah Chambers called the meeting to order at 7:01 p.m.

Roll Call

Present: Terah Chambers, Kath Edsall, Chris Martin, Kate Powers, Monica Fink, Elizabeth Lyons, Debbie Walton and Dori Leyko

Absent: None

Approval of Agenda

Motion 20-21/083 Moved by Dr. Edsall supported by Ms. Powers that the agenda for the February 22, 2021 regular meeting via Zoom pursuant to the Open Meetings Act be approved as presented.

Roll Call Vote:

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

Approval of Minutes

Motion 20-21/084 Moved by Dr. Lyons and supported by Ms. Walton that the minutes of the February 8, 2021 be approved as presented.

Roll Call Vote:

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

Recognition

- Collage 38 was held virtually on February 19. It was an incredible program showcasing student artists in the visual and performing arts. During the first semester, there were 500 students enrolled in a visual art or performing art course. The students did an amazing job while navigating through this new format. The performance is available on YouTube - <https://www.youtube.com/watch?v=jasuBmcV7Fg>. Congratulations to all of the ELHS student artists.

- The regional MathCounts competition was held online this past weekend (2/13-14), with ten students from MMS participating, thanks to grant funding from the MMS Parent Council. Two MMS students qualified for the next round of the competition: Katie Palsrok, who was third in the region, and David Barger, who was fourth in the region.

Congratulations also to the top scoring students Jonny Kalt, 6th, Charlie Conlin, 11th, Leo Chen, 12th, and Maia Meghea, 13th, in the region. The MathCounts club will continue meeting by Zoom on Tuesdays at 4pm and interested newcomers should email Ashley Ahlin at ahlin@msu.edu for registration information. Thanks to the school and the parent council for their support of this opportunity for MMS students.

Superintendent's Report Kindergarten Information Night this Week!

Yes! As we continue to plan for our return to in-person instruction one week away, we are also beginning our plans for Fall 2021. Incoming kindergarten families (resident and prospective Schools of Choice) can join our Remote Kindergarten Information Night this Thursday, February 25 at 6:00 p.m. The Zoom link is in yesterday's district updates and also listed here:

Zoom link to Kindergarten Info. Night:

<https://us02web.zoom.us/j/81196864197?pwd=WGxaZUdlWVhtVXVwRk5iRFMwaGtLdz09>

In-Person Instruction to be Offered Beginning Next Week!

Pending this evening's action on the Extended Continuity of Learning Plan, ELPS will be offering in-person instruction beginning next Monday, March 1 at all levels. Orientation Week schedules have been communicated through building emails – the elementary orientation week will be the same as the previously-communicated schedule. Families should contact their building administrators with questions.

MI Safe Schools Testing Program & MSU's COVID-19 Early Detection Program

ELPS is in the process of hiring two teams of individuals to conduct weekly Rapid Antigen Testing for ELPS staff beginning the week of March 1.

Just this past week, we received approval to conduct weekly voluntary student testing (starting with ELHS students) beginning the week of March 8! More information to come.

We are also encouraging MSU students (including ELPS students who are dual-enrolled at MSU), faculty, and staff to participate in MSU's Early Detection Program. Testing provides another layer of safety and surveillance that should help decrease the risk of spread in our community. Here is a link to information on MSU's testing program: <https://earlydetection.msu.edu/about>

We hope that EVERYONE in the ELPS school and greater community will do their part to ensure that our schools can remain open safely by adhering to all safety guidelines, wearing masks, participating in testing opportunities, and keeping children home when they show symptoms of COVID-19.

CAPITAL REGION K-12 VIRTUAL ASSEMBLY
MARCH 4, 2021

For March is Reading Month
 Featuring bestselling authors
Kwame Alexander & Nikki Grimes

Thursday - March 4, 2021
 1:15-2:15 PM
 Free and open to the public.

Live on the Holt Public Schools YouTube Channel | Hosted by HEAT
 Questions? Contact HEAT@hpsk12.net

Prize drawings, book giveaways, author Q&A, student writing contest, & more! 20% off guest author titles through March 31, 2021 via www.detroitbookcity.com, discount code "heat 2021."

Special thanks to: Capital Area District Libraries, Waverly Community Schools, Holt Education Foundation, Holt Dimondale Insurance, Spark Writers, Holt Public Schools (Holt Junior High library, Wilcox Elementary PTO, Sycamore Elementary PTO, Dimondale Elementary PTO, Horizon Elementary HOPS, Hope Middle School library, Holt High School library, Elliot Elementary), Grand Lodge Public Schools, Okemos Middle & High Schools, Michigan Association of Media in Education (MAME) Region 13, Mid-Michigan Good Trouble Coalition, East Lansing Public Schools, Mason High School library, Alaladon Elementary library (Mason) and others.

Student Participation Data

	East Lansing High School	MacDonald Middle School	Donley	Glencairn	Marble	Pinecrest	Red Cedar	Whitehills
9/21 - 9/25	98%	97%	97%	100%	97%	100%	96%	99%
9/28 - 10/2	98%	98%	96%	99%	98%	99%	93%	98%
10/7 - 10/13	97%	97%	100%	99%	98%	100%	97%	100%
10/14 - 10/20	98%	97%	99%	99%	98%	100%	99%	98%
10/21 - 10/27	98%	98%	99%	99%	98%	100%	99%	99%
10/28 - 11/3	98%	96%	99%	100%	97%	99%	99%	99%
11/4 - 11/10	98%	96%	97%	96%	98%	100%	98%	99%
11/11 - 11/17	97%	94%	98%	99%	98%	99%	97%	96%
11/18 - 11/24	95%	94%	98%	99%	99%	98%	97%	97%
11/30 - 12/4	96%	94%	98%	99%	96%	99%	98%	97%
12/7 - 12/11	96%	94%	98%	98%	97%	99%	98%	98%

12/14 - 12/18	95%	93%	97%	98%	98%	99%	99%	98%
1/4 - 1/8	96%	95%	97%	99%	97%	99%	97%	99%
1/11 - 1/15	97%	92%	95%	99%	98%	99%	97%	98%
1/19 - 1/22	96%	94%	97%	99%	97%	99%	99%	99%
1/25 - 1/29	97%	95%	97%	99%	98%	99%	98%	99%
2/1 - 2/5	96%	93%	97%	98%	98%	99%	99%	99%
Count Week 1: 2/10 - 2/16	97%	92%	93%	98%	95%	99%	97%	97%

Discussion followed.

Bond Update

Donley Phase 2 and other summer projects

- Bid opening for this work was held Friday, February 14. Recommendations are in Items of Information, and the Board will be asked to take action on the recommendations at the March 8 meeting.

Marble

- Bid opening for furniture, fixtures and equipment (FFE) for Marble was held last week. Recommendations will be coming to the Board for action at a March Board meeting.
- Otherwise... on schedule, on budget ☺.

Consent Agenda

Motion: 20-21/085 Moved by Ms. Powers and supported by Dr. Edsall that the Board of Education approve the consent agenda to include the following items:

- hiring of Guillermo Martinez, as Jani-King custodian, effective February 23, 2021.
- hiring of Carrie Yunge, 1.0 FTE Marble Elementary Teacher at MA 6.5, effective February 23, 2021.

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton
 Nays – None

The motion carried unanimously.

Public Comment

- Marie Adele Grosso, 661 Beech St – Inquiring why there are no students on the Back to School Committee and the Mental Health Advisory Committee.

Ms. Leyko clarified the Back to School committee has not met in a few months. She could not comment on why the Mental Health Advisory Committee does not have student members. Follow-up would need to be made with the co-chairs of this committee.

Presentation

ELPS Professional Learning in 2021...Still Alive and Well! Glenn Mitcham, Director of Curriculum, Instruction and Assessment

Discussion followed.

Board Discussion

None

Action Items

Purchase of Table Dividers

Motion: 20-21/086 Moved by Ms. Walton and supported by Dr. Lyons that the Board of Education approve the purchase of 80 cafeteria table dividers from Custer Office Furniture in the amount of \$36,000 as presented.

Discussion followed.

Roll Call Vote:

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

Resolution to Permit School Board Meetings to Meet In-Person

Motion: 20-21/087 Moved by Ms. Fink and supported by Dr. Edsall that the Board of Education adopt the Resolution to Permit School Board Meetings to Meet In-Person as presented.

Discussion followed.

Roll Call Vote:

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

MASB Region 7 Board of Directors Election

Motion: 20-21/088 Moved by Dr. Lyons and supported by Dr. Edsall that the Board of Education cast a vote for candidate Jack Temsey for MASB Board of Directors.

Roll Call Vote:

Ayes – Chambers, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

Recertification of Extended Continuity of Learning Plan

Motion: 20-21/089 Moved by Dr. Lyons and supported by Mr. Martin that the Board of Education approve the recertification of the Extended Continuity of Learning Plan as presented.

Discussion followed.

Ayes – Chamber, Edsall, Martin, Powers, Fink, Lyons, Walton

Nays – None

The motion carried unanimously.

Committees

Academic and Technology:

- Met on February 9 and discussed:
 - Technology updates
 - Potential shift to in-person/hybrid Board Meetings
 - Academic updates
 - Next meeting on March 15

Facilities:

- Met on February 9 and discussed:
 - Safe Routes to School presentation
 - Facilities updates
 - Facilities accommodations relating to COVID Safety and Prevention
 - Next meeting TBD

Finance:

- Met on February 18 and discussed:
 - ESSER II
 - MPSERS rates – remain stable
 - One-time revenue without expenditure offsets
 - Governor’s recommendation for per pupil allowance - \$17 increase over previous years, which is lower than anticipated

Intergovernmental: has not met. Ms. Powers made a note of Dr. Edsall’s comment to schedule a meeting with the City of East Lansing and ELPS.

Personnel:

- Met on February 12 and discussed:
 - Procedures for potential new hires
 - Adding two new positions in the next budget cycle

Policy:

- Met on February 18 and discussed:
 - Systematic Policy review
 - Board retreat options/planning
 - Next meeting on March 17 at 4:00 p.m.

Announcements

- Ms. Walton announced the high school has a new club; Students for Better Education. The members offer free tutoring for middle school students. For more information email studentsforabettereducation@gmail.com or contact an administrator at the high school or middle school.

Adjournment

The meeting adjourned at 8:52 p.m.

PRESIDENT

SECRETARY



MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Elementary Bond Donley phase II, sitework and food service equipment bid package

DATE: March 1, 2021

Recommendation(s):

1) It is recommended that the Board of Education award the following bids related to Donley Elementary phase II, sitework and food service equipment bid package #6 as follows:

• Category 1 Demo – Universal Consolidated Enterprise	\$146,069
• Category 2 Site Concrete and 5 Earthwork – Leavitt & Starck Excavating	\$199,875
• Category 3 Plumbing/HVAC – Gunthorpe Plumbing & Heating	\$471,648
• Category 4 Electrical – J. Ranck Electric	\$1,936,477
• Category 5 Earthwork – Leavitt & Starck Excavating	\$924,400
• Category 6 Asphalt – American Asphalt	\$177,400
• Category 7 Food Service Equipment – Merchandise Equipment & Supply	\$121,827
• Category 8 Material Testing – Interkal PSI	\$16,430
Total	<u>\$3,994,126</u>

2) It is recommended that the Board of Education authorize reimbursable general conditions, related to Donley Elementary phase II, sitework and food service equipment bid package #6, to Clark Construction in the amount of \$80,000.

Background:

Attached is a recommendation letter from Clark Construction for the above bid categories related to Donley Elementary phase II, sitework and food service equipment bid package. Also attached is a bid tabulation for each of the bid categories.

The general conditions action item is for reimbursable expenses (such as temporary toilets, walks, drives, signage, dumpsters, etc.) to Clark Construction. Only actual expenses will be reimbursed with no mark-ups. The amount is calculated at 2% of the total project bid awards.

From the 2-22-21 BOE packet:

Attached is a letter from Clark Construction as well as a bid tabulation for the Donley Phase II (demo of old Donley and sitework), sitework (solar and snowmelt), and food service equipment (dishwashers) bid package.

Bids were due on February 12, 2021. There were a total of eight bid categories. For two of those categories (Plumbing/HVAC and Food Service Equipment) only one bid was received. We had two additional food service equipment bids but we could not accept them as they were submitted late. Post-bid evaluations to determine the lowest qualified bidders is on-going. Preliminary the bid results appear to be under budget.

At the Board meeting on March 8, 2021 we will have recommendations for the Board to take action to award contracts. A representative from Clark Construction will be present at the meeting on the 8th to answer questions if needed. You may of course communicate questions to administration prior to the meeting and we will do our best to promptly provide a response.



Headquarters
 3535 Moores River Drive
 Lansing, MI 48911
 517.372.0940 phone | 517.372.0668 fax

Southeast Michigan Office

2660 Superior Court
 Auburn Hills, MI 48326
 248.286.1000 phone

Northern Michigan Office

3432 US 23 South
 Alpena, MI 49707
 989.278.2272 phone

February 26, 2021

Richard Pugh Director of Finance
 501 Burcham Drive
 East Lansing, MI 48823

Re: East Lansing Public School – 2017 Bond Program
Bid Package #6 – 2021 Summer Work
Contract Award Recommendation

www.clarkcc.com

Dear Mr. Pugh,

Clark Construction Company recommends East Lansing Public Schools enter into Contracts with each Trade Contractors listed below.

Competitive bids were received February 12, 2021. Clark Construction Company has conducted post-bid interviews with the each of the Trade Contractors. The recommended Trade Contractors provided the lowest responsive bid for the Work.

Trade Contract award recommendations:

<u>Bid Category/Area of Work</u>	<u>Trade Contractor</u>	<u>Amount</u>
• 01 Building Demolition	Universal Consolidated Enterprises, Inc.	\$ 146,069
• 02 Site Concrete	Leavitt & Starck Excavating, Inc.	\$ 199,875
• 03 Plumbing and HVAC	Gunthorpe Plumbing & Heating, Inc.	\$ 471,648
• 04 Electrical	J. Ranck Electric, Inc.	\$ 1,936,477
• 05 Earthwork	Leavitt & Starck Excavating, Inc.	\$ 924,400
• 06 Asphalt	American Asphalt, Inc.	\$ 177,400
• 07 Food Service Equip	Merchandise Equipment & Supply	\$ 121,827
• 08 Material Testing	Interkal PSI	\$ 16,430
Trade Contract Award Total		\$ 3,994,126
Construction General Conditions 2% (Clark Construction)		<u>\$ 79,882</u>
Subtotal		\$ 4,074,008
East Lansing Public Schools Construction Contingency 5%		<u>\$ 203,700</u>
TOTAL		\$ 4,277,708

The scope of work for Bid Package #6 includes the Demolition and Site Work at Donley Elementary, along with Phase II construction at all ELPS elementary schools. We have enclosed a bid tabulation and summary of bids received.





Please contact me should you have any questions regarding the above.

Sincerely,

~~CLARK CONSTRUCTION COMPANY~~

Dave Warner
Sr. Project Manager

A handwritten signature in black ink, appearing to read "Dave Warner", is written over the company name and extends to the right.

Enclosure
C: File w/Enc





CLARK
Construction Company

East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 01</u>		<u>Demo</u>							
<i>Contractor</i>	<i>Union/Non-Union</i>	<i>Contractor's Business Location</i>	<i>Bid Security</i>	<i>Familial Relationship</i>	<i>Iran Sanction Act Compliance</i>	<i>Addendums 1,2,3</i>	<i>Combined bids</i>	<i>Base Bid Amount</i>	<i>Remarks</i>
Universal Consolidated Enterprises, Inc.		Roseville, MI	x	x	x	x		\$ 146,069	
SC Environmental Services	non-union	Lansing, MI	x	x	x	x		\$ 348,411	
E.T. MacKenzie Company	non-union	Lansing, MI	x	x	x	x		\$ 181,948	
T.L Contracting, Inc.	union	Lansing, MI	x	x	x	x	\$1,423,172	\$ 292,234	combined bid cat 1,5
Reese Contracting, Inc.	non-union	Wixom, MI	x	x	x	x		\$ 840,100	
Pitsch Companies	non-union	Grand Rapids, MI	x	x	x			\$ 224,000	
Dore & Associates	non-union	Bay City, MI	x	x	x	x		\$ 224,700	
Asbestos Abatement Incorporated	non-union	Lansing, MI	x	x	x	x		\$ 217,460	
Blue Star	non-union	Warren, MI	x	x	x	x		\$ 182,700	
Melching	non-union	Muskegon, MI	x	x	x	x		\$ 147,800	
Bolle Contracting	non-union	Clare, MI	x	x	x			\$ 219,969	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 02</u>		<u>Site Concrete</u>								
<i>Contractor</i>	<i>Union/Non-Union</i>	<i>Contractor's Business Location</i>	<i>Bid Security</i>	<i>Familial Relationship</i>	<i>Iran Sanction Act Compliance</i>	<i>Addendums 1, 2,3</i>	<i>Combined bids</i>	<i>Work Scope Bid Amount</i>	<i>Remarks</i>	
E.T. MacKenzie Company	non-union	Grand Ledge, MI	x	x	x	x	\$ 217,100	\$ 227,100	minus \$10k if bid pk 2,5 awarded together	
The Isabella Corporation	non-union	Mt. Pleasant, MI	x	x	x	x		\$ 247,000		
Moore Trospen	union	Holt, MI	x	x	x	x		\$ 292,800		
Leavitt & Starck Excavating, Inc.	non-union	Lansing, MI	x	x	x	x	\$ 1,124,275	\$ 204,875	combined bid pk 2,5	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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CLARK
Construction Company

East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

Bid Category 03

Plumbing & HVAC

<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Gunthorpe Plumbing & Heating, Inc.	union	East Lansing, MI	x	x	x	x		\$ 471,648	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 04</u>		<u>Electrical</u>							
<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Superior Electric of Lansing, Inc.	union	Lansing, MI	x	x	x	x		\$ 2,396,000	
O'Donnell Electric	non-union	Whitmore Lake, MI	x	x	x	x		\$ 475,320	
Centennial Electric LLC	union	Pottersville, MI	x	x	x	x		\$ 2,299,000	
J.Ranck Electric, Inc.	union	Mt. Pleasant, MI	x	x	x	x		\$ 1,936,477	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 05</u>		<u>Earthwork, Utilities SESC</u>							
<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Hoffman Bros.	union	Battle Creek, MI	x	x	x	x		\$ 1,404,000	
Central Excavating LLC	union	Westphalia, MI	x	x	x	x		\$ 1,120,500	
Eagle Excavation Inc.	union	Flint, MI	x	x	x	x		\$ 1,218,000	
E.T. MacKenzie Company	non-union	Grand Ledge, MI	x	x	x	x	\$ 1,271,100	\$ 1,054,000	combined bid pk 2,5
T.L Contracting, Inc.	union	Lansing, MI	x	x	x	x	\$ 1,423,172	\$ 1,205,842	combined bid pk 1,5
Fessler & Bowman	union	Flushing, MI	x	x	x	x		\$ 1,054,000	
Leavitt & Starck Excavating, Inc.	non-union	Lansing, MI	x	x	x	x	\$ 1,124,275	\$ 959,400	combined bid pk 2,5

Contract Award Information

Contractor	Base Bid Amount	Remarks
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CLARK
Construction Company

East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 06</u>		<u>Asphalt</u>							
<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Rieth-Riley	union	Lasnsing, MI	x	x	x	x		\$221,415	
Michigan Paving & Materials	non-union	Lasnsing, MI	x	x	x	x		\$194,000	
American Asphalt, Inc.	non-union	Lasnsing, MI	x	x	x	x		\$177,400	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 07</u>		<u>Food Service Equipment</u>							
<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Merchandise Equipment & Supply	non-union	Grand Rapids, MI	x	x	x	x		\$ 121,827	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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CLARK
Construction Company

East Lansing Public Schools Bond Program - Phase II

Bid Package #6 Bid Tabulation

<u>Bid Category 08</u>		<u>Material Testing</u>							
<u>Contractor</u>	<u>Union/Non-Union</u>	<u>Contractor's Business Location</u>	<u>Bid Security</u>	<u>Familial Relationship</u>	<u>Iran Sanction Act Compliance</u>	<u>Addendums 1, 2,3</u>	<u>Combined bids</u>	<u>Work Scope Bid Amount</u>	<u>Remarks</u>
Material Testing Consultants	non-union	Grand Rapids, MI	x	x	x	x		\$ 35,000	
SME	non-union	Lansing, MI	x	x	x	x		\$ 18,500	
Interkal PSI	non-union	Lansing, MI	x	x	x	x		\$ 16,430	

Contract Award Information

Contractor	Base Bid Amount	Remarks
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East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Renewal of the Food Service Management Contract with Chartwells School Dining for FY 2021-22

DATE: March 1, 2021

Recommendation:

It is recommended that the Board of Education authorize the Superintendent, or designee, to sign the attached Agreement Page and Contract Renewal Agreement to renew the food service management contract with Chartwells School Dining for a period of one year beginning on July 1, 2021 through June 30, 2022 as presented.

Background:

Attached is the approval letter from MDE.

From the 2-22-21 BOE packet:

In May 2018 the Board awarded a competitive bid to Chartwells School Dining for the management of the district's food service operations for FY 2018-19. That contract included four optional one-year renewals. The contract was renewed for FY 2019-20 and FY 2020-21. The current contract with Chartwells expires on June 30, 2021 and has two one-year renewal options remaining. In order to renew the contract for FY 2021-22 the District must follow the Michigan Department of Education's (MDE) renewal process. Attached are documents related to the renewal which have been submitted to MDE for their review and approval. Upon receiving MDE's approval the Board may take action. Action is anticipated on March 8, 2021.



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

MICHAEL F. RICE, Ph.D.
STATE SUPERINTENDENT

February 19, 2021

Ms. Dori Leyko, Superintendent
East Lansing School District
501 Burcham Drive
East Lansing, MI 48823-2798

Re: Agreement No. 33010

Dear Ms. Leyko:

On February 12, 2021, the Michigan Department of Education (MDE) received your request for renewing its food service management company (FSMC) contract with Chartwells for the 2021-2022 school year and has approved the following:

1. Equivalent Meal Factor – change \$3.6475 current equivalent meal factor to \$3.8250 per USDA/MDE guidelines. This represents an increase of 4.86% from the previous year.
2. The current management fee of \$.0782 per meal will increase by 1.5% to the new management fee of \$.0793 per meal.
3. The current administrative fee of \$5,749.06 per month will increase by 1.5% to the new administrative fee of \$5,835.29 per month for 10 months.
4. The advance payment of \$75,000 will remain the same.
5. The Current CPI-U for December 2020 is 3.9%.
6. There are no guarantees for the 2021-2022 school year.
7. There is no client investment planned for the 2021-2022 school year.

MDE concurs with the school district's recommendation that the contract be renewed with Chartwells for the 2021-2022 school year and be taken to the school district's Board of Education for approval. Once the board approves the contract renewal, a signed copy of the Agreement Page and the Contract Renewal Agreement must be forwarded to MDE for its files. If the school board should make any changes to the contract, these changes must be forwarded to MDE for its approval before the contract renewal can be signed by the school district.

The contract with Chartwells is for a one-year period from July 1, 2021, to June 30, 2022.

STATE BOARD OF EDUCATION

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608 WEST ALLEGAN STREET • P.O. BOX 30008 • LANSING, MICHIGAN 48909
www.michigan.gov/mde • 833-633-5788

Ms. Dori Leyko
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February 19, 2021

If MDE can be of further assistance to you or your approved FSMC, please contact the Food Service Contract Unit staff at mde-fsmc-vended@michigan.gov.

Sincerely,

A handwritten signature in cursive script that reads "Diane L. Golzynski".

Diane L. Golzynski, Director
Office of Health and Nutrition Services

dlg:ts:ck

cc: Richard Pugh

East Lansing Public Schools
School District Name

7/1/2018
Date of Original Contract

33010
District Number

Year of Renewal (circle) 1 2 (3) 4 5

Contract Renewal Agreement - FSMC Cost Reimbursable Contract

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning **July 1, 2021**, and ending **June 30, 2022**. The Terms and conditions of the original contract are applicable to the contract renewal.

The bidder shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the proposal.

RATES MUST NOT BE ROUNDED UP. DO NOT EXCEED TWO DECIMAL PLACES.

	<u>2020-2021 Rate</u>	<u>2021-2022 Rate</u>	<u>Percentage Change/Increase**</u>
1. Reimbursable Breakfasts	1. <u>N/A</u>	1. <u>N/A</u>	1. <u>N/A</u>
2. Reimbursable Lunches*	2. <u>N/A</u>	2. <u>N/A</u>	2. <u>N/A</u>
3. A la Carte Meal Equivalents*	3. <u>N/A</u>	3. <u>N/A</u>	3. <u>N/A</u>
4. Management Fee Per Meal (Breakfasts and Lunches) and Meal Equivalent (A la Carte)	4. <u>7.82 cents</u>	4. <u>7.93 cents</u>	4. <u>1.5%</u>
5. Administrative Fee Per Meal or Month	5. <u>\$5,749.06 per month</u>	5. <u>\$5,835.29 per month</u>	5. <u>1.5%</u>
6. Equivalent Meal Factor	6. <u>\$3.6475</u>	6. <u>\$3.8250</u>	6. <u>N/A</u>
7. At Risk Suppers*	7. <u>N/A</u>	7. <u>N/A</u>	7. <u>N/A</u>
8. After School Snacks	8. <u>N/A</u>	8. <u>N/A</u>	8. <u>N/A</u>
9. Advance Payment, if any		9. <u>\$75,000.00</u>	
10. Guaranteed Return, if any		10. <u>N/A</u>	

*Rates must be the same.

**Percentage increase must not exceed the allowable increase established in the original contract.

By submission of this proposal, the FSMC certifies that, in the event it receives a renewal award under this solicitation, the FSMC shall operate in accordance with applicable program laws and regulations. This agreement shall not exceed one

Signed: 
Food Service Management Company Representative

Peter Weber, CFO, Chartwells K12
Title

2/8/2021
Date

Acceptance of Contract Renewal Agreement

Signed: _____
School Food Authority Representative

Title

Date

AGREEMENT PAGE – FSMC Contract Renewal

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the Request for Proposal (RFP) of the successful bidder, with addenda, if any, constitute the entire agreement between the School Food Authority (SFA) and Food Service Management Company (FSMC). The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for one (1) additional one-year period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Date of

Original Contract: July 1, 2018

Contract Renewal Year: 3

ATTEST:

Signature of Witness for SFA

East Lansing Public Schools
Name of SFA

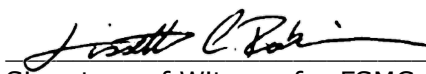
Signature of SFA Representative

Name

Title

Date

ATTEST:



Signature of Witness for FSMC

COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION

Name of FSMC



Signature of FSMC Representative

Peter Weber
Name

CFO, Chartwells K12
Title

2/8/2021
Date



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Purchase and install Dynamic Air Cleaners at East Lansing High School and MacDonald Middle School

DATE: March 1, 2021

Recommendation:

It is recommended that the Board of Education approve the purchase and installation of dynamic air cleaners, from Trane Mid-Michigan, for the HVAC systems at East Lansing High School and MacDonald Middle School in the amount of \$162,443.

Background:

All of the new elementary buildings have air purification systems built into the HVAC systems. Red Cedar Elementary received all new HVAC systems and ductwork in 2017-18 and the dynamic air cleaners were approved by the Board of Education and installed at Red Cedar late January 2021.

Realistically there is likely a 12 week lead time to get these installed but it will improve air purification at the secondary buildings going forward. MSU had Trane Mid-Michigan install dynamic air cleaners in Erickson Hall, The Veterinary Medical Center, and their Physical plant. Attached is a Dynamic Air Cleaner product document and proposal sheet. This is a contract bid through OMNIA Partners, formerly U.S. Communities.



Proposal

(Valid for 30 days from Proposal date)

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

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Prepared For:
East Lansing Public Schools
Attn: Mike Stahlmann

Date: February 26, 2021

Job Name:
High School and MacDonald Dynamic Air Cleaners
OMNIA Cooperative Quote Number
24-756215-21-001

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

High School - Dynamic Air Cleaners

Unit Type	Qty	Description
Roof Top Units	18	Dynamic Air Cleaner 2 inch
Airedale Vertical Unit Vents	36	Dynamic Air Cleaner 2 inch

Scope:

Supply & Perform The following:

- Supply & Install Dynamic Air Quality Air Cleaners
- Install New Air Cleaner Filter Media
- Air Cleaner Wiring
- Customer Training On New Equipment
- All Work Performed During Normal Working Hours
- 1st – 5th Year Parts & Labor Warranty

Total Net Price (Excluding Sales Tax)\$ 85,527.00

Pricing Break-Down for Accounting Purposes

Dynamic Air Cleaning System	=	\$67,522.00
Labor for installation	=	\$18,005.00

MacDonald Middle School - Dynamic Air Cleaners

Unit Type	Qty	Description
Air Handler Units	22	Dynamic Air Cleaner 2 inch

Scope:

Supply & Perform The following:

- Supply & Install Dynamic Air Quality Air Cleaners
- Install New Air Cleaner Filter Media
- Air Cleaner Wiring
- Customer Training On New Equipment
- All Work Performed During Normal Working Hours
- 1st – 5th Year Parts & Labor Warranty

Total Net Price (Excluding Sales Tax)\$ 76,916.00

Pricing Break-Down for Accounting Purposes

Dynamic Air Cleaning System = \$67,716.00
 Labor for installation = \$9,200.00

Additional Items To Consider:

- Improved Indoor Air Quality
 - Better Work Performance From Staff and Students
 - Less Sick Days
 - Reduced Liability
- Less Labor, As You Change Media Every (Approx.) 1-2 years

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE _____ Authorized Representative _____ Printed Name _____ Title Purchase Order _____ Acceptance Date _____	TRANE ACCEPTANCE Trane U.S. Inc. _____ Submitted By: Dean Weber Cell: (810) 217-6242 _____ Authorized Representative _____ Title _____ Signature Date
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TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company,

Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
- 4. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- 5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 6. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 10. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 11. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 12. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 13. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
- 14. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

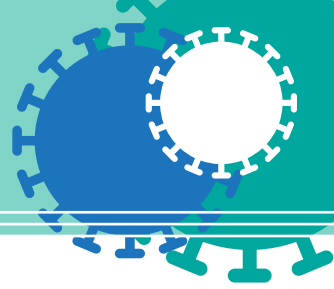
The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

Is Your School HVAC System COVID-19 Ready?



- Do you want the highest possible air quality for your students but are limited in how much static pressure your system can handle?
- Do you want to reduce your maintenance requirements?
- Do you want to trap airborne pathogens as they pass through the HVAC system?

We Know How to Protect Students and Staff

Dynamic air cleaning technology can capture the droplet nuclei that play a role in aerosol transmission of the COVID-19 virus while contributing to reduced maintenance and lower energy costs, compared to high-efficiency conventional filters. For over 35 years, schools around the world have relied on Dynamic Air Quality Solutions to improve learning environments while optimizing air quality and sustainability.

Dynamic Engineered Systems:

- Remove airborne pathogens and odors helping to protect your students and staff
- Save you money on energy
- Reduce your maintenance requirements
- Provide you with higher efficiency air filtration at lower static pressure

What are Your Air Filters Doing for You?

PARTICLE SIZE RANGE	MERV 8 conventional filter	MERV 13 conventional filter*	DYNAMIC V8 Air Cleaning System
.3-1 microns	NONE	50%	94%
1-3 microns	20%	85%	99%
3-10 microns	70%	90%	100%
Volatile organic compounds (VOCs) that cause odors	NONE	NONE	40% to 65%

COVID-19 molecules are approximately 0.15 microns in size and travel through the air in droplet nuclei 0.6 microns and larger.

* Guidance from the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Epidemic Task Force recommends MERV 13 or better air filtration



What products do we offer?

From the original 24Volt 1" Dynamic Air Cleaner to the state-of-the-art Dynamic V8, Dynamic has the right product to fit your application:

● Excellent
 ◐ Very Good
 ○ Good
 ◑ Average

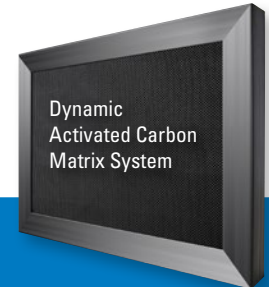
Product	Cost/CFM	Relative Effectiveness						
		Particulates	Odors	Gas Phase	Dust Holding	Service Life	Low ESP	Environmental Footprint
1" Air Cleaner	\$	○	○	○	○	◑	◑	○
2" Air Cleaner	\$\$	◐	◐	○	○	○	◑	○
1" V-Bank	\$\$	◐	◐	○	◐	○	◐	○
2" V-Bank	\$\$\$	◐	◐	○	◐	○	◐	○
Carbon Matrix	\$\$\$\$		●	●		◐	●	●
V8 / V8-SL	\$\$\$\$	●	◐	◐	●	●	●	●



Dynamic Sterile Sweep® Germicidal UVC System



1" & 2" Panel Air Cleaners



Dynamic Activated Carbon Matrix System



Dynamic V8 Air Cleaning System

- Dynamic Sterile Sweep® Germicidal UVC Systems can be combined with polarized glass media to provide a catch/hold/kill solution to inactivate viruses and pathogens.
- 1" and 2" Panel Air Cleaners and V-Banks are used in return air grilles, unitary split systems and wall mount systems and can be run in series (tandem models) in light commercial packaged units.
- Dynamic V8 Air Cleaning Systems offers MERV performance with a very low static pressure resistance and exceptionally high dust holding capacity. Primarily for air handlers and filter boxes, smaller versions are available for tight spaces, roof curbs and fan/coil applications.
- Activated Carbon Matrix Systems allow precise control of gas phase contaminants and offer many advantages over pellet-based systems including lower pressure drop, smaller footprint and the ability to eliminate downstream filters.

Dynamic Air Cleaning Systems can be configured to provide the absolute best possible air cleaning solution for your application.

If you are interested in removing airborne pathogens and providing the best possible air quality to students and staff, AND reduce maintenance requirements, then visit our website at www.DynamicAQS.com. You'll find

several relevant PK-12 case studies that address a variety of challenges related to air quality, sustainability and maintenance, along with the solutions that provided proven results. These include:



Jones County Schools
Energy Positive Sustainable Design



Hanover High School
MERV 13 Green Building Design



Baker Center Pre-K School
LEED Certified Sustainable Design



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Performance Bond Partial Release and Assignment

DATE: March 1, 2021

Recommendation:

It is recommended that the Board of Education authorize the Superintendent, or designee, to sign the attached Performance Bond Partial Release and Assignment as presented.

Background:

From the 2-22-21 BOE packet:

On November 18, 2019 the Board of Education approved the termination of the elementary bond construction contract with Midwest Wall related to metal wall panel installation at Donley and Glencairn. A performance bond guaranteeing the fulfillment of that contract was provided by United States Fire Insurance Company. With the help of Thrun Law Firm the attached agreement was negotiated with US Fire. The district will receive \$80,292.50 related to the excess cost of completing the metal panel installation. On March 8, 2021 it will be recommended that the Board of Education authorize the Superintendent to sign the attached Performance Bond Partial Release and Assignment as presented.

PERFORMANCE BOND PARTIAL RELEASE AND ASSIGNMENT

For the sole and only consideration of \$80,292.50, paid by United States Fire Insurance Company ("USFIC") to East Lansing Public Schools ("ELPS"), the receipt and sufficiency of which is hereby acknowledged, ELPS hereby forever releases and discharges USFIC, and its employees, officers, directors, reinsurers, agents, parents, subsidiaries, affiliates, successors and assigns, from any and all known liability or claims it has or may have for patent (but not latent) defects, including any and all known warranty claims (collectively, the "Claims"), arising out of or which result from USFIC's issuance of Performance Bond No. 602-120186-1 (the "Bond") naming Midwest Wall Company, LLC ("Midwest Wall") as principal and naming ELPS as Oblige in connection with the East Lansing Public Schools Bond Program Glencairn Donley Bid Package #3 Bid Category 06 Metal Wall Panels project (the "Project").

This Performance Bond Partial Release and Assignment (the "Release" or this "Release") is full, complete, and without reservation solely with respect to the known Claims. No currently known Claims of any kind or nature will hereafter exist by ELPS against USFIC or its employees, officers, directors, reinsurers, agents, parents, subsidiaries, affiliates, successors or assigns, which have as their basis the execution or existence of the Bond, or the contract between ELPS and Midwest Wall with respect to the Project, including but not limited to any defective work performed by Midwest Wall, as well as any known warranty Claims with respect to work performed or materials furnished by Midwest Wall, its subcontractors and/or suppliers related to the Project. Further, ELPS hereby expressly releases Midwest Wall from any and all warranty obligations related to the Project for such known Claims. Expressly excluded from this Release are any claims arising out of unknown and/or latent defects in the work performed by or on behalf of Midwest Wall, its subcontractors and/or suppliers related to the Project.

ELPS reserves its right to raise valid contractual and other claims outside of warranty within the applicable limitations period. USFIC reserves its right to assert any and all defenses to ELPS's valid contractual and other claims made outside of warranty within the applicable limitations period.

To the extent ELPS makes a warranty claim for which USFIC is responsible, ELPS consents to USFIC, at its discretion, utilizing Midwest Wall or any other contractor to address the warranty claim.

ELPS acknowledges that Midwest Wall performed the initial metal wall panel work on the Project before ELPS terminated Midwest Wall. Midwest Wall's scope of work was completed by Architectural Metals, Inc. ("AMI"). Warranty obligations under this Release are limited to work initially performed by Midwest Wall and do not include any of Midwest Wall's work that was modified by AMI. A drawing of the work performed by each contractor is attached hereto as Exhibit A and is incorporated into this Release by reference.

In further consideration for the payment by USFIC, ELPS does hereby assign, grant, convey, and transfer to USFIC, its successors and assigns, parents, subsidiaries, and affiliates, any claim, debt, right, and/or cause of action it now has for money due against Midwest Wall or its successors or assigns relating to the Claims on the Project for which the Bond was issued, or

Claims on the contract between ELPS and Midwest Wall dated May 21, 2018 (the "Contract"), relating to the Project, including, but not limited to, rights to losses, damages (actual and liquidated), costs, expenses, and legal fees. This assignment is made together with all other rights, title, and interest it has to enforce or collect said amounts related to the Claims. No such assignment is made in relation to any unknown claims for liability, warranty or damage arising out of the Contract or the performance of Midwest Wall, its subcontractors and/or suppliers related to the Project, and ELPS shall retain all such claims, debts, rights and/or causes of action for the same. Further, there is no waiver, release, or discharge of USFIC's obligations under the Bond for such unassigned claims, debts, rights and/or causes of action.

The rule of construction, which provides that a document shall be construed against the drafter, shall not apply to this Release.

The terms, obligations and conditions of this Release shall be binding upon ELPS and its successors and assigns and shall inure to the benefit of USFIC and its successors and assigns.

This Release shall be interpreted according to the laws of the State of Michigan.

ELPS and USFIC both acknowledge that they have had the opportunity to obtain the advice of counsel prior to entering into this Release and that they now voluntarily enter into this Release.

The undersigneds represent and warrant that he or she is duly authorized and empowered to execute this Release on behalf of it respective entity.

Witness

**EAST LANSING PUBLIC SCHOOLS
("Obligee")**

By: _____

Print Name: _____


Its: _____

Date: _____

The Surety agrees to make payment in the amount of \$80,292.50 and acknowledges the terms set forth in this Performance Bond Partial Release and Assignment on the part of the Surety.

Witness

UNITED STATES FIRE INSURANCE
COMPANY ("Surety")



By: Beth Rotenberg

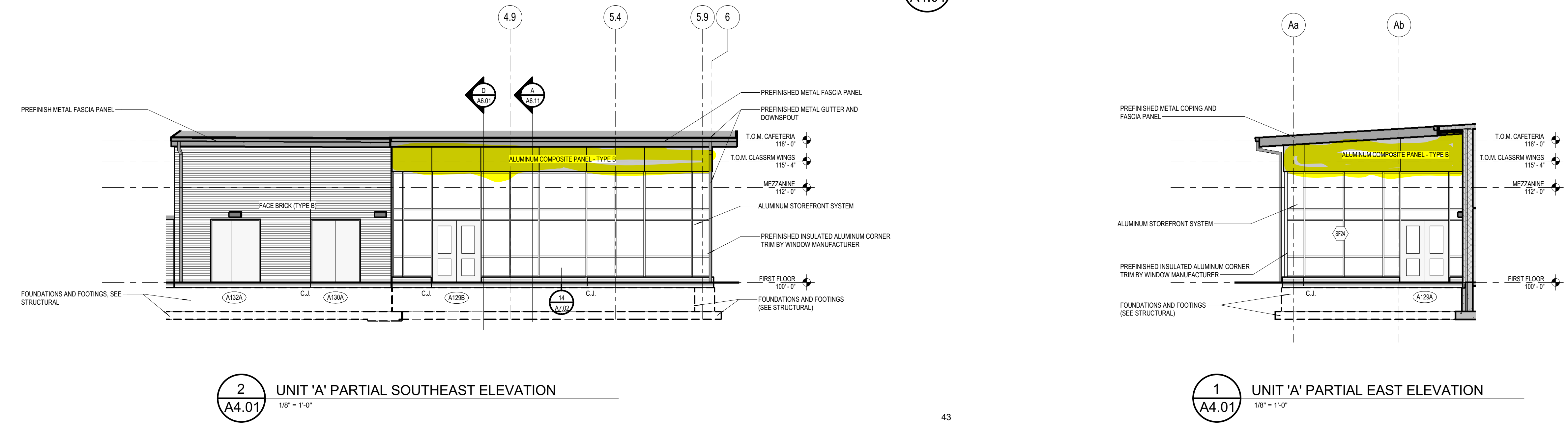
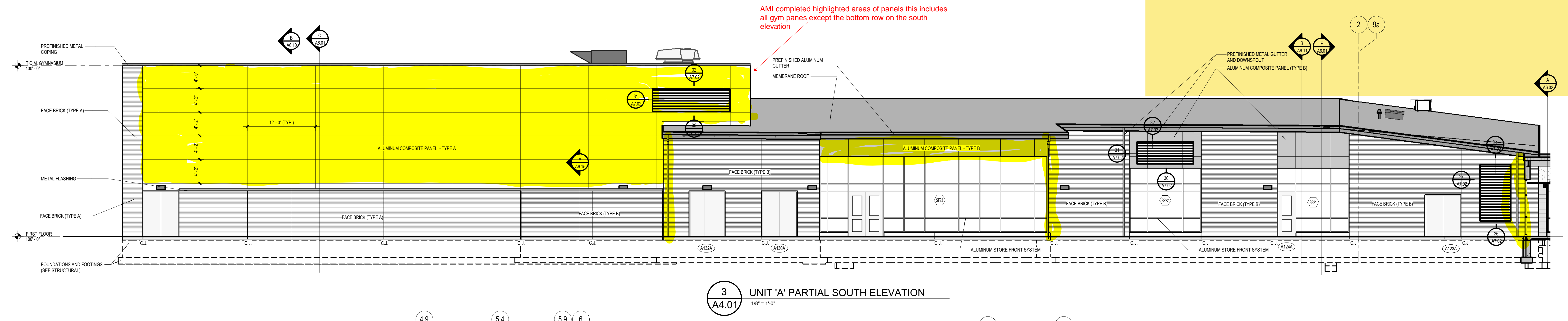
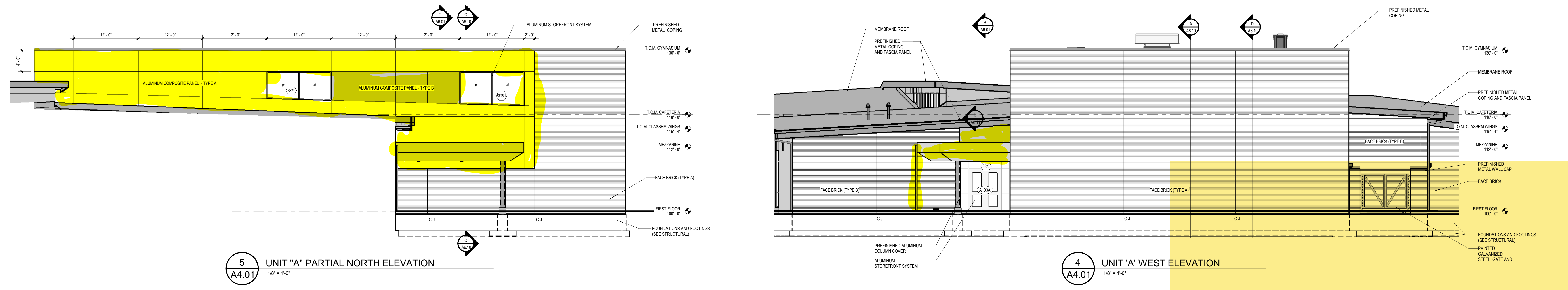
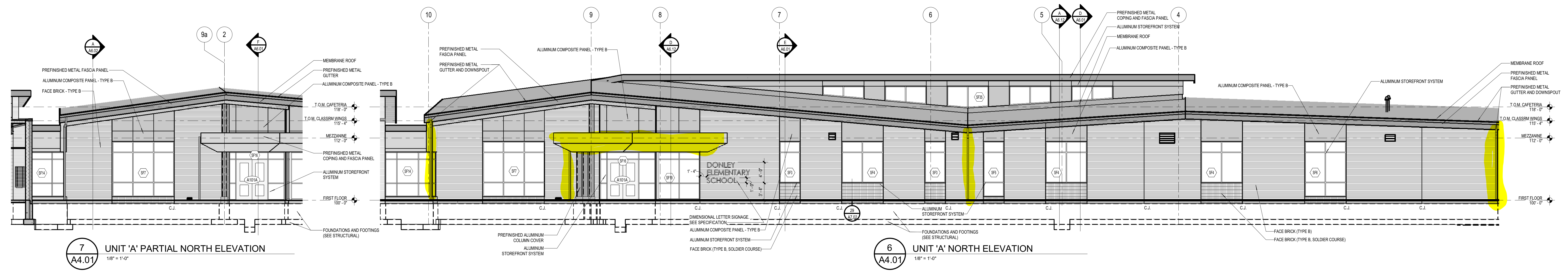
Print Name: Beth J. Rotenberg

Its: Manager - Surety Claims

Date: 2/2/2021

N:\LNCSG\CR8592\000005\SURETY\RELEASE\00060258.DOCX

Exhibit A



NEW DONLEY ELEMENTARY SCHOOL
EAST LANSING PUBLIC SCHOOLS
EAST LANSING, MICHIGAN

ISSUANCES	
04.12.2016	BIDS & CONSTRUCTION
04.23.2016	ADDENDUM 003
05.22.2016	CD FOR CONSTRUCTION

DRAWN: BSE
REVIEWED: RD
PROJECT NO.: 5-4152

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EXTERIOR ELEVATIONS

A4.01

ISSUANCES	
04.12.2018	BIDS & CONSTRUCTION
05.22.2018	CD FOR CONSTRUCTION
06.27.2018	AEC 002

DRAWN BSE
REVIEWED RD

PROJECT NO. 5-4152

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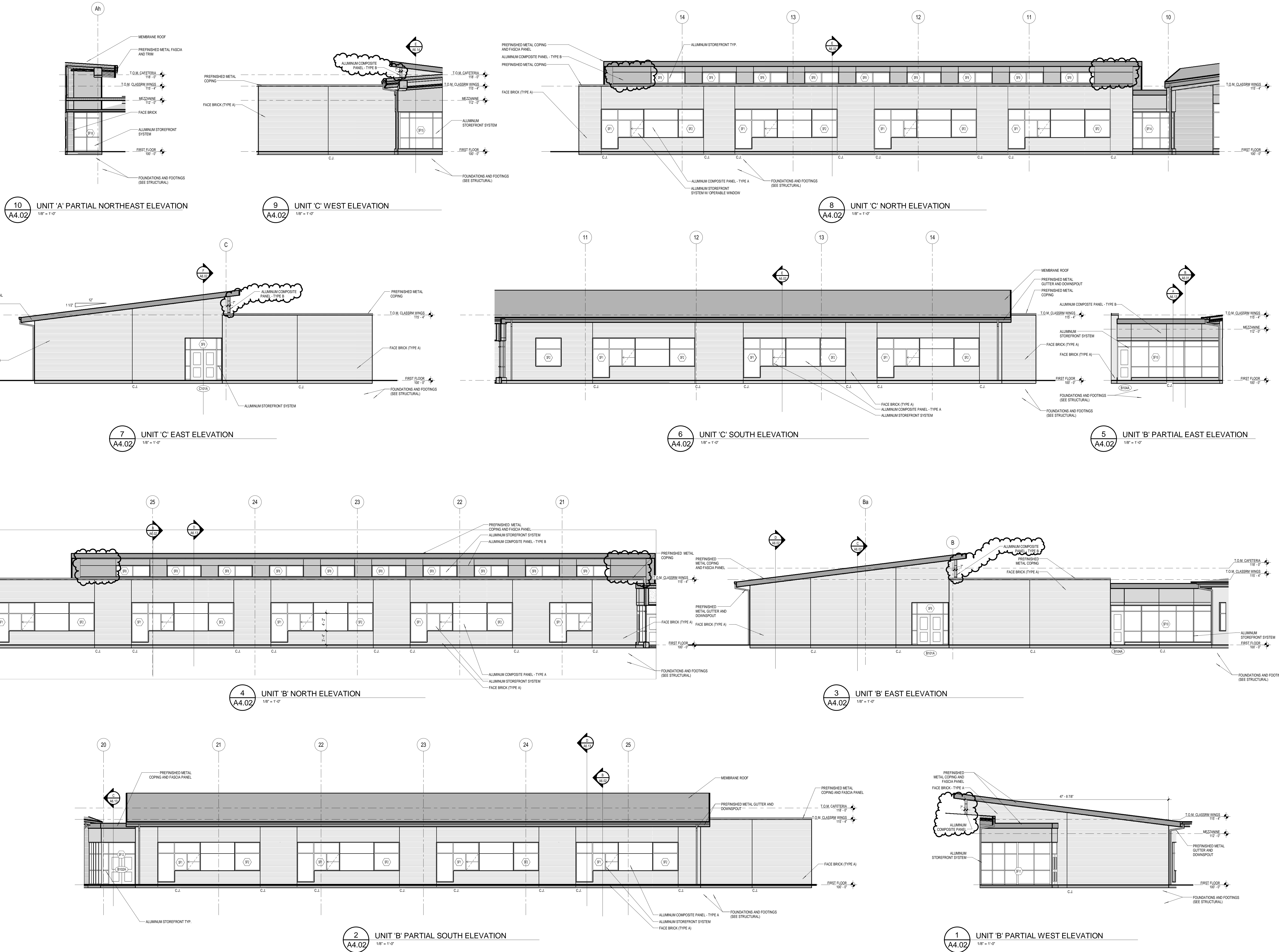
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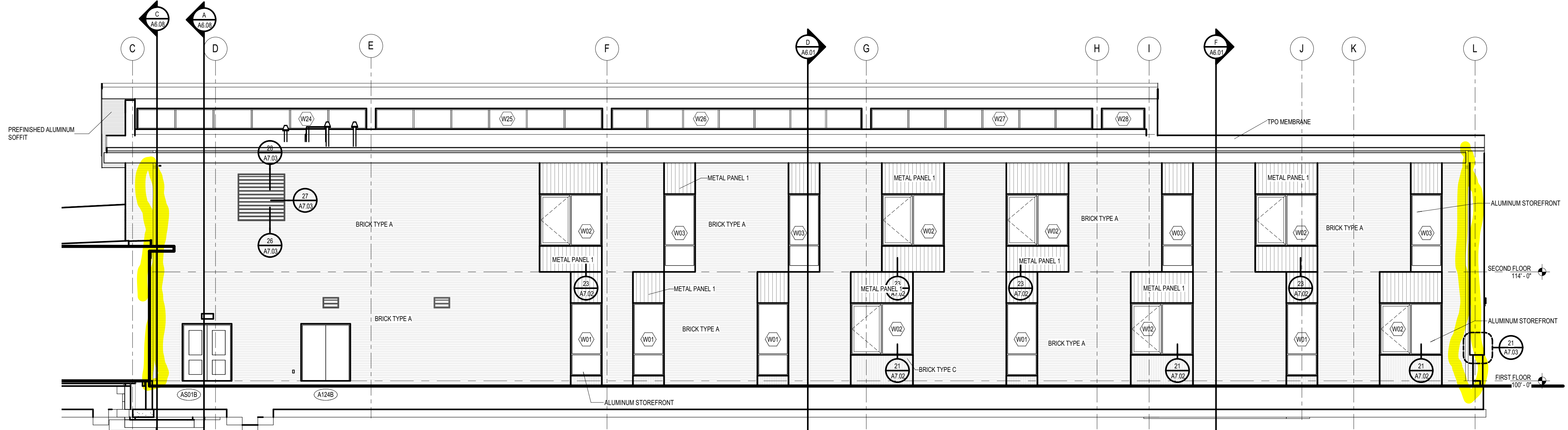
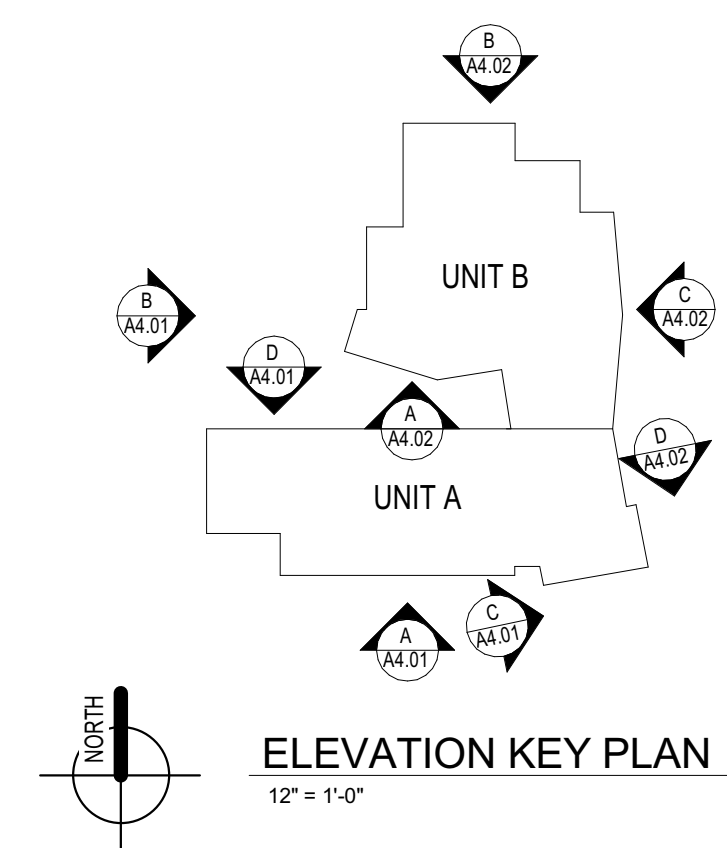
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EXTERIOR ELEVATIONS

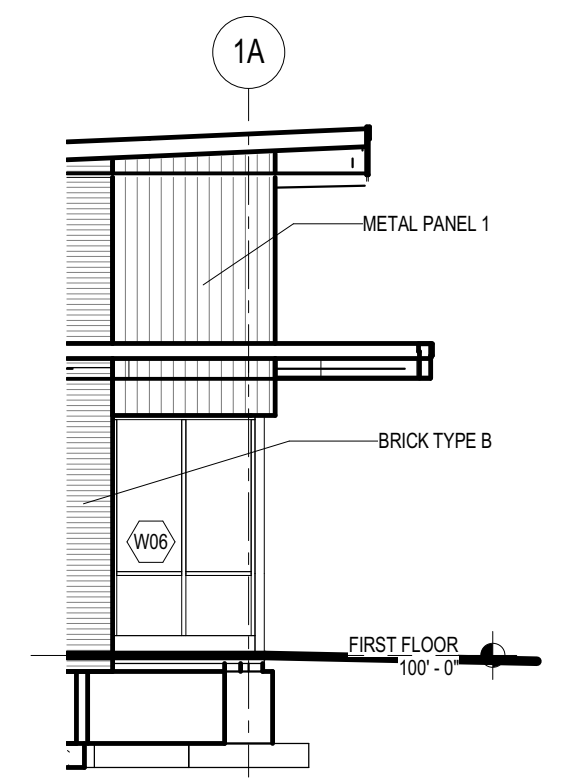
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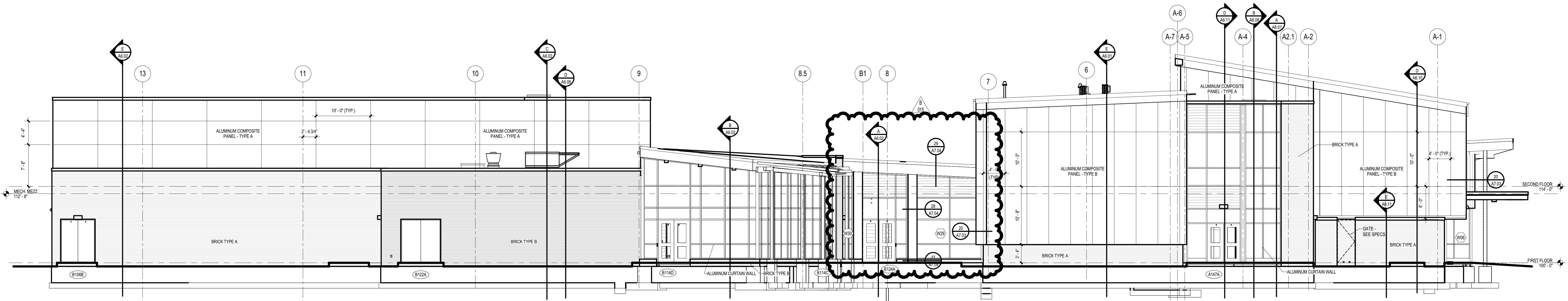
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8/27/2018 10:24:48 AM



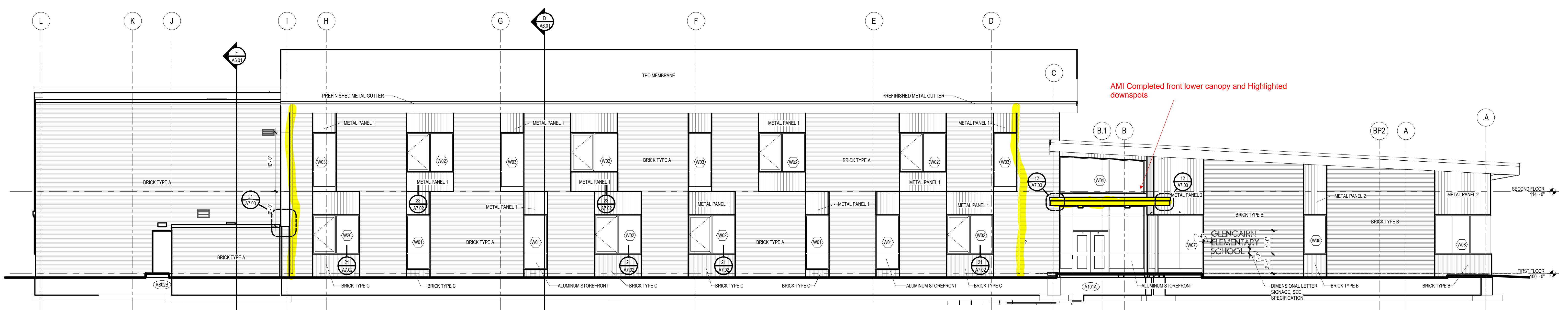
D
A4.01 UNIT 'A' NORTH ELEVATION
1/8" = 1'-0"



C
A4.01 UNIT 'A' PARTIAL SOUTHWEST ELEVATION
1/8" = 1'-0"



B
A4.01 UNIT 'A' & 'B' WEST ELEVATION
1/8" = 1'-0"



A
A4.01 UNIT 'A' SOUTH ELEVATION
1/8" = 1'-0"

AMI Completed front lower canopy and Highlighted downspots

NEW GLENCAIRN ELEMENTARY SCHOOL
EAST LANSING PUBLIC SCHOOLS
EAST LANSING, MICHIGAN

ISSUES

04.04.2018	BIDDING
04.12.2018	BIDS & CONSTRUCTION
04.23.2018	ADDENDUM 003
05.22.2018	CD FOR CONSTRUCTION
12.05.2018	BULLETIN 015

DRAWN: RJZ
REVIEWED: AMS / RD
PROJECT NO.: 54154

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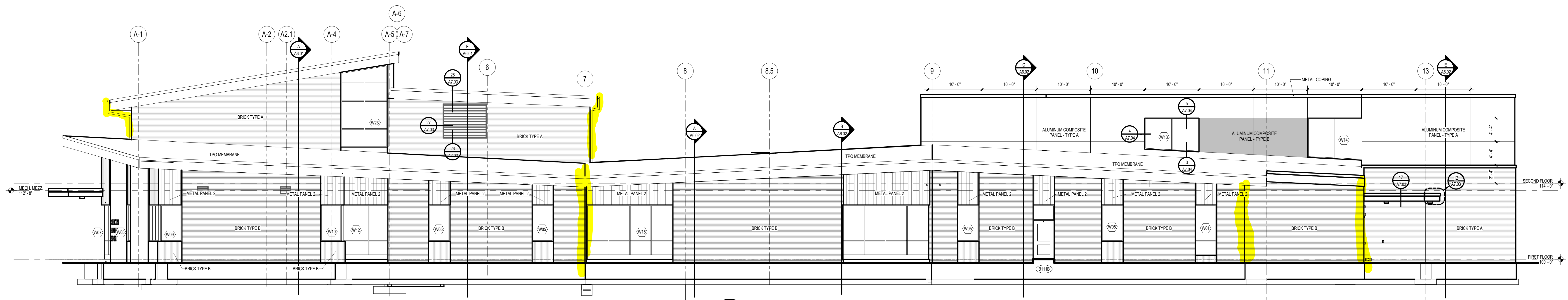
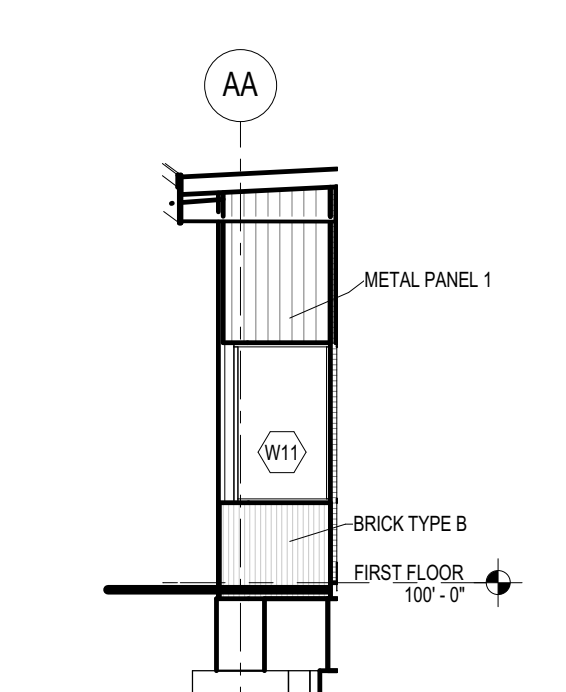
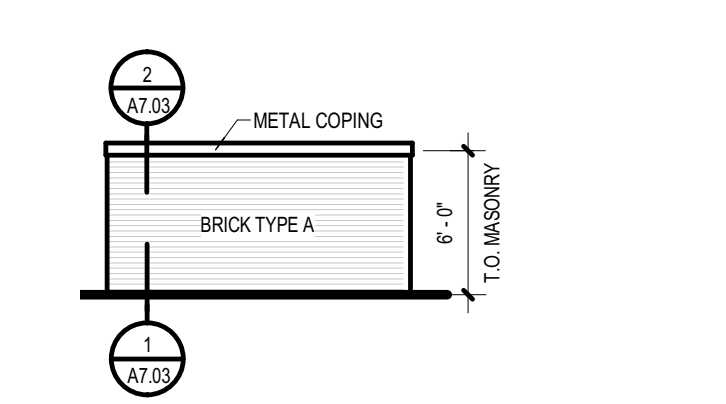
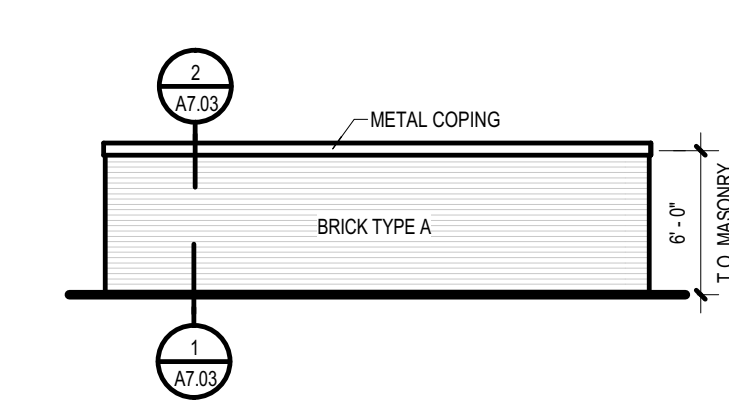
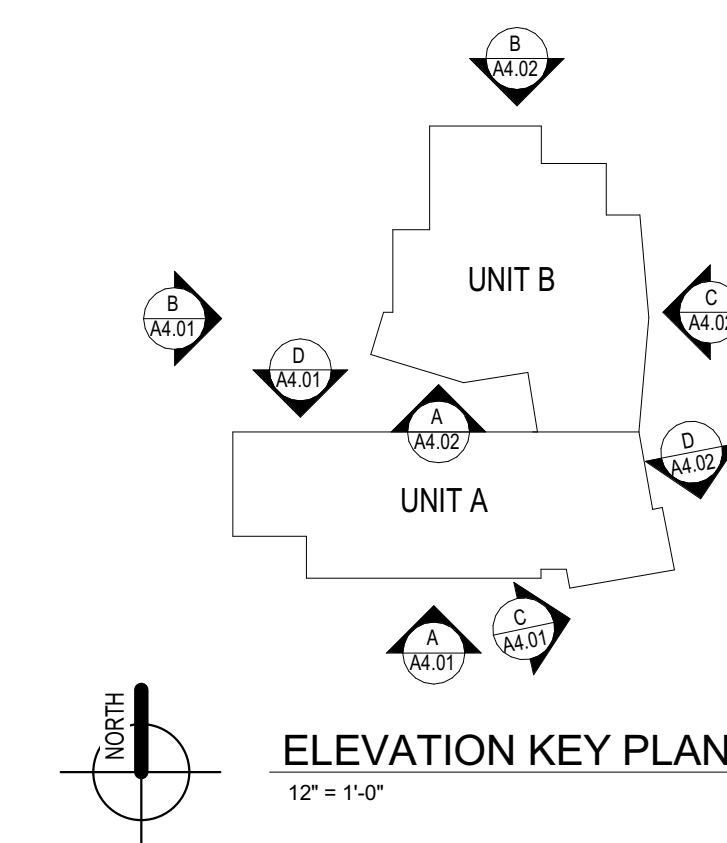
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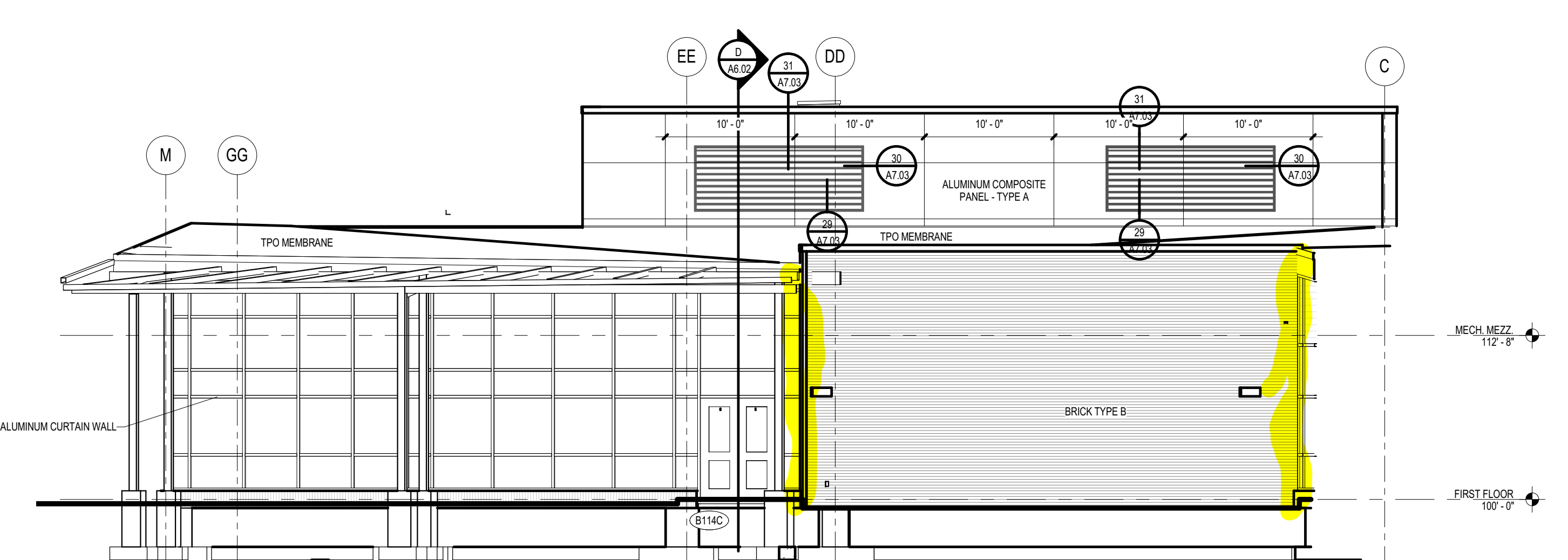
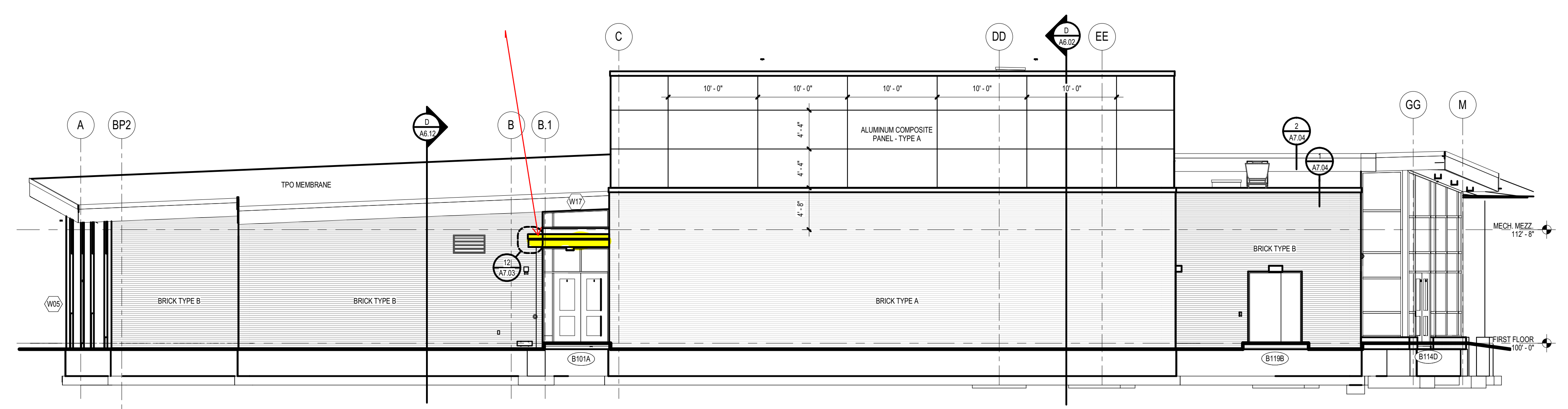
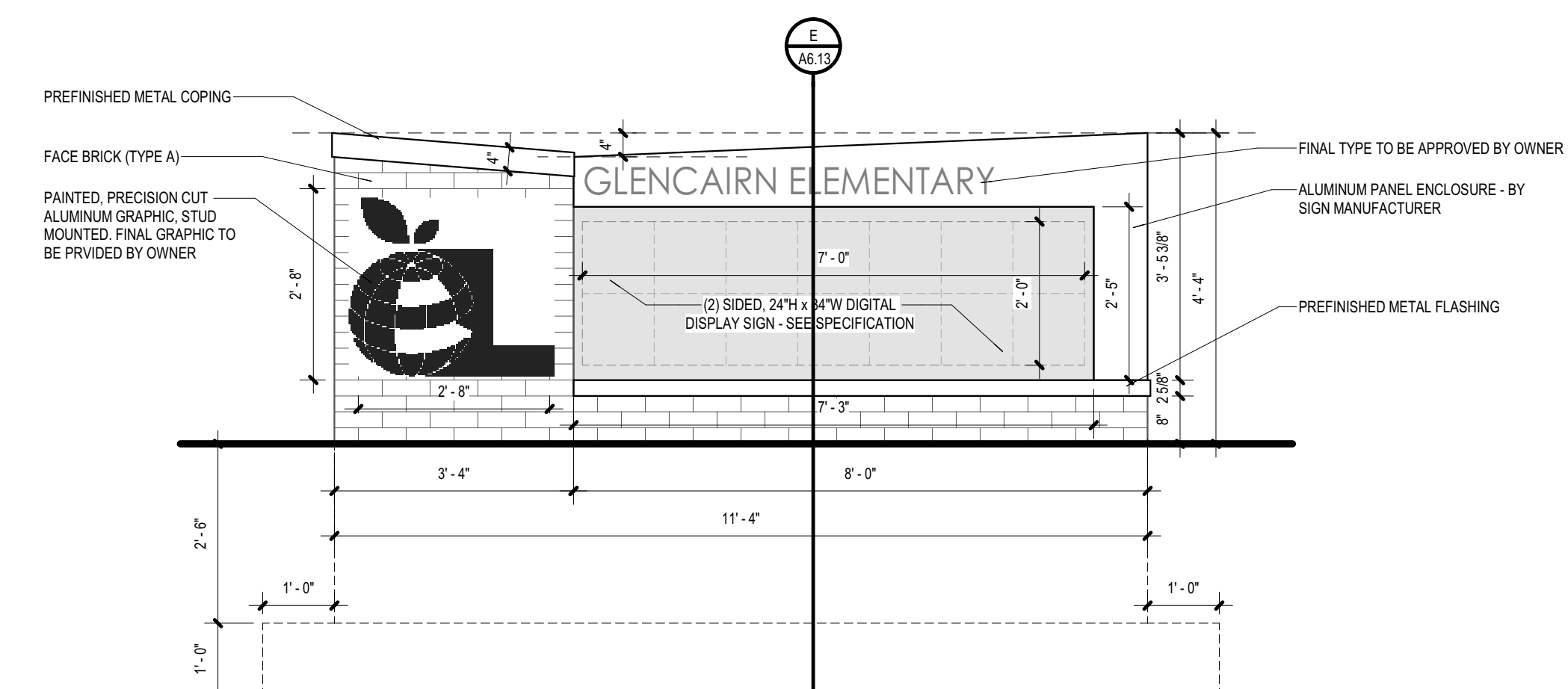
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EXTERIOR ELEVATION

A4.01



AMI Completed canopy



NEW GLENCAIRN ELEMENTARY SCHOOL
EAST LANSING PUBLIC SCHOOLS
EAST LANSING, MICHIGAN

ISSUES

04.04.2018	BIDDING
04.12.2018	BIDS & CONSTRUCTION
04.17.2018	ADDENDUM 002
04.23.2018	ADDENDUM 003
05.22.2018	CD FOR CONSTRUCTION

DRAWN: RJZ
REVIEWED: AMS / RD
PROJECT NO.: 54154

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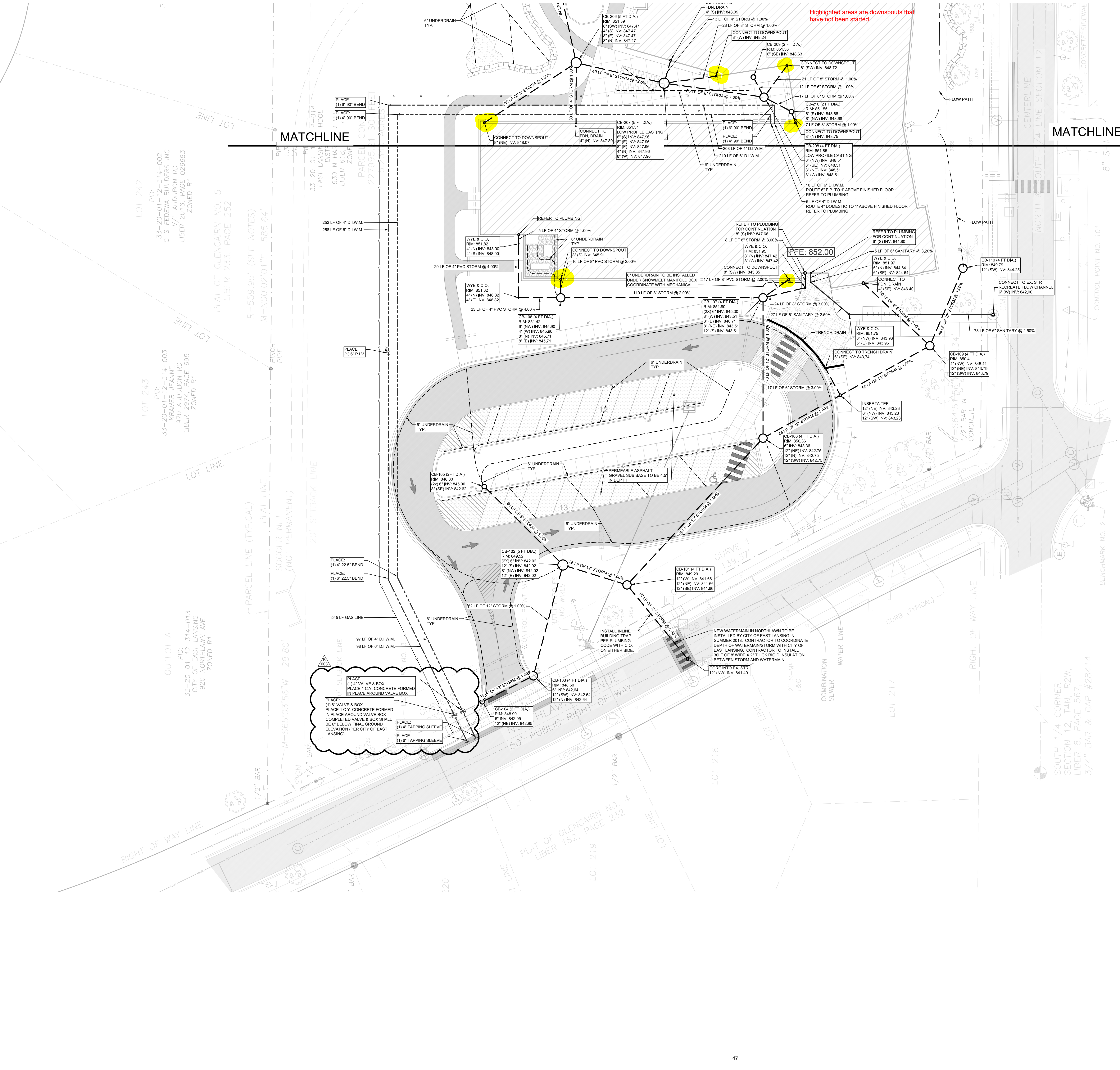
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EXTERIOR ELEVATIONS

A4.02



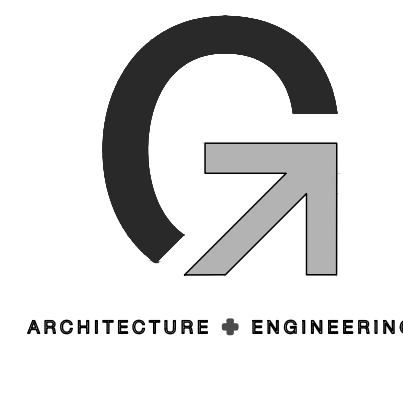
Highlighted areas are downspouts that have not been started

- UTILITY NOTES:**
- ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OR THE LOCAL CODE, ORDINANCES AND ACCIDENT/FIRE PREVENTION REGULATIONS.
 - PROTECT THE SITE, ADJACENT PROPERTY AND UTILITY SERVICES FROM DAMAGE OR DISRUPTION OR SERVICE/ACCESS DAMAGE TO EXISTING STRUCTURES, SITE OR UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. SIZE AND INVERTS OF EXISTING PIPE TO BE FIELD VERIFIED BY CONTRACTOR PRIOR TO COMMENCING WORK OR NEW UTILITY CONNECTIONS.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR WORK IN ROW AND ON ANY UTILITY CONNECTIONS OR ABANDONMENT PRIOR TO START OF CONSTRUCTION.
 - CONTRACTOR SHALL COORDINATE ANY UTILITY SERVICE INTERRUPTIONS WITH OWNER AT LEAST ONE WEEK IN ADVANCE. CONTRACTOR SHALL ALSO NOTIFY LOCAL UTILITY PROVIDER WHERE APPLICABLE FOR OPERATION/DISCONNECTION OF PUBLIC OWNED EQUIPMENT.
 - CONTRACTOR SHALL ADEQUATELY PROTECT/SHIELD ALL OPEN TRENCHES AS REQUIRED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).
 - EXISTING SEWER AND WATERMAIN LINES SHALL BE PROTECTED FROM DEBRIS AND CONSTRUCTION.
 - WATERMAIN CONSTRUCTION IS TO BE INSPECTED BY UTILITY OWNER. PRESSURE TESTING AND CORROSION OF THE WATERMAIN TO BE PERFORMED BY THE CONTRACTOR. WITNESSING OF INSTALLATION, PRESSURIZATION, CHLORINATION AND GATHERING OF WATER SAMPLES WILL BE PERFORMED BY THE UTILITY OWNER.
 - MAINTAIN A MINIMUM OF 5'-0" FROM FINISH GRADE TO CENTERLINE OF WATERMAIN PIPE. MAINTAIN A MINIMUM OF 10'-0" CLEARANCE OF SANITARY SEWER MAIN.
 - HYDRANTS AND FITTINGS SHALL BE TIED AND BLOCKED. HYDRANTS AND VALVES SHALL BE COORDINATED WITH UTILITY OWNER TO OPEN PER UTILITY OWNERS DEVELOPMENT STANDARDS.
 - CONTRACTOR SHALL BE REQUIRED TO CONTACT MISS DIG PRIOR TO STARTING ANY WORK. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FOR WORK IN ROW AS WELL AS NOTIFYING LOCAL UTILITY OWNERS IF WORK IF PERMITS ARE NOT REQUIRED.
 - LOCATION OF LATERALS TO BE DETERMINED IN THE FIELD AT THE DIRECTION OF THE OWNER. AVOID CONFLICT WITH PROPOSED AND/OR EXISTING FACILITIES.
 - QUANTITIES SHOWN ARE FOR INFORMATION ONLY AND CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL LINES, LEVELS AND DIMENSIONS.
 - CONTRACTOR IS TO VERIFY EXISTING UTILITY ELEVATIONS PRIOR TO STARTING CONSTRUCTION.
 - CONTRACTORS TO REVIEW ALL SHEETS FOR RELATED INFORMATION.

16. LIST OF STANDARD ABBREVIATIONS -
- "A.F.F." = ABOVE FINISHED FLOOR
 - "CB" = CATCH BASIN
 - "CL" = CENTER LINE
 - "C.O." = CLEAN OUT (INCL. FROST SLEEVE)
 - "CY" = CUBIC YARDS
 - "D.I.W.M." = DUCTILE IRON WATER MAIN
 - "F.R.S." = FLARED END SECTION (CONC. ONLY)
 - "F.F.E." = FINISHED FLOOR ELEVATION
 - "F.V." = FIELD VERIFY
 - "I.V." = INVERT
 - "L.B." = LEACHING BASIN
 - "L.F." = LINEAL FEET
 - "R.C.P." = REINFORCED CONCRETE PIPE
 - "S.A.N." = SANITARY
 - "S.A.N. MH" = SANITARY SEWER MANHOLE
 - "S.F." = SQUARE FEET
 - "S.T. MH" = STORM MANHOLE
 - "S.W." = STORM
 - "S.Y." = SQUARE YARDS
 - "U.N.O." = UNLESS NOTED OTHERWISE
 - "Y.D." = YARD DRAIN

SYMBOL	DESCRIPTION	DETAIL/SPEC
---	SANITARY SEWER	SPEC 33 31 11
----	STORM SEWER	SPEC 33 41 11
---	WATERMAIN	SPEC 33 11 16
---	UNDERDRAIN	SPEC 33 46 00
---	GAS SERVICE	
---	EX. GAS SERVICE	
---	EX. STORM SEWER	
---	EX. SANITARY SEWER	
---	EX. WATERMAIN	
---	EX. ELECTRICAL	

SYMBOL	DESCRIPTION	DETAIL/SPEC
⊕	CATCH BASIN OR STORM MANHOLE - REFER TO UTILITY TAG FOR ADDITIONAL INFO	14CB.01 SPEC 33 05 13
⊙	SANITARY OR STORM CLEANOUT W/ FROST SLEEVE	15CB.01 SPEC 33 31 11
⊙	WATERMAIN FITTINGS & APPURTENANCES - REFER TO PLAN FOR SIZE	SPEC 33 11 16



NEW GLENCAIRN ELEMENTARY SCHOOL
EAST LANSING PUBLIC SCHOOLS
EAST LANSING, MICHIGAN

ISSUANCES

04.04.2018	BIDDING
04.12.2018	BIDS & CONSTRUCTION
05.22.2018	CD FOR CONSTRUCTION
08.28.2018	BULLETIN 003

DRAWN: SAM
REVIEWED: NTS
PROJECT NO.: 5-4154

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SOUTH UTILITY PLAN
SCALE: 1"=20'-0"

SOUTH UTILITY PLAN
C4.01



East Lansing
Public Schools

MEMORANDUM

TO: Board of Education

FROM: Dori Leyko, Superintendent

SUBJECT: Action Item - Thrun Law Firm's Policy Service

DATE: March 3, 2021

Motion: The Board of Education approve the adoption of Thrun Law Firm's Policy Manual and Service as presented.

Background Information: Over the past year, Policy Committee members have discussed and considered options for updating the ELPS Policy Manual.

On May 15, 2020, Fredric Heidemann of Thrun Law Firm gave a presentation and answered questions at the Policy Committee meeting regarding Thrun's Policy Manual and Service.

On July 20, 2020, a representative from NEOLA gave a presentation and answered questions at the Policy Committee meeting regarding NEOLA's Policy Manual and Service.

On September 20, 2021, Fredric Heidemann of Thrun Law Firm joined the Policy Committee meeting to answer follow-up questions from committee members.

On February 18, 2021, members of the Policy Committee voted to recommend the Board of Education approve the adoption of Thrun Law Firm's Policy Manual and Service.

The Order Form that includes the costs is included with this memo. Board members may seek additional information from a member of the Policy Committee and/or the Superintendent.



Order Form

Thrun Law Firm’s comprehensive Policy Manual is available for purchase and distribution. Although not required for Policy Manual implementation, the related Administrative Guidelines and Forms will be available by December 2020.

2020-2021 School Year Pricing Information

Retainer Clients

Policy Manual	\$7,000
Administrative Guidelines/Forms	\$4,000
Annual Updates (2020-21 SY)	up to \$2,500/ SY

Non-Retainer Clients

Policy Manual	\$9,500
Administrative Guidelines/Forms	\$6,500
Annual Updates (2020-21 SY)	up to \$4,000/ SY

Prices in future school years are subject to change.

Annual Updates

Thrun Law Firm will update the Policy Manual, Administrative Guidelines, and Forms annually and on an “as needed” basis. The annual update fee may be less than \$2,500 (for retainer clients) or \$4,000 (for non-retainer clients) if few or no updates are necessary in a given school year. Update fees are subject to automatic annual renewal and are invoiced in May for the current school year. The updates for the 2020-21 school year will cover 18 months, from January 1, 2020 to June 30, 2021. All future annual updates will cover a July 1 to June 30 school year calendar.

Implementation

After receiving a completed order form, Thrun Law Firm will provide the named contact person with confirming correspondence and instructions on how to access the Policy Manual, along with an implementation checklist, on the Thrun Law Firm website. Invoices will generate when the order form is received.

Online Platform

The Policy Manual does not require districts to subscribe to an online platform from any particular vendor. Districts may inquire with their current online platform to determine if the current platform is compatible for posting the Policy Manual. Thrun Law Firm is not endorsing or recommending any particular platform to host board policies.

Districts may inquire with MASB regarding Tier 2 of the BoardBook meeting management product which offers a new online document system called Sparq to host policies on a searchable, web-based platform. Please contact Stacy Washington at swashington@masb.org or 517-327-5936 for additional information about Sparq.

Districts may also inquire with eBoardsolutions, which is another company that develops board management software, including online document hosting. The contact person is Charlie Rigby at crigby@eboardsolutions.com or (770) 822-3626.

Policy Implementation Meetings

The Thrun Policy Manual is not ready for immediate adoption by your Board until it is first reviewed and customized by your district. As a part of the policy service fees, Thrun Law Firm will conduct regular

policy information meetings via Zoom to review the policies and discuss options identified within the policies. The dates for those meetings are emailed to subscribing districts and published in Thrun Law Firm's monthly *School Law Notes*.

Payment

Thrun Law Firm will deliver an invoice upon receipt of this order form and payment is due within 30 days.

ISD Group Purchase Discount

If a majority of the constituent school districts within an ISD (and the ISD) purchase the Thrun Policy Manual at the same time and send representatives from subscribing districts to attend the policy implementation meetings, the ISD and the constituent districts will receive a 5% discount on the initial purchase of the Policy Manual. This 5% discount is offered once per ISD. If constituent districts or the ISD do not elect to purchase the Policy Manual with a majority of the other constituent districts at the same time, the discount is not available.

By signing this document, I acknowledge that I am making this purchase on behalf of the District/ISD, which will be invoiced for the products checked below and I will be subject to the attached Thrun Policy Service Terms and Conditions, which are incorporated by reference as if fully set forth herein.

Contact Person: _____

Title: _____

E-mail: _____

District: _____

ISD: _____

- | | | |
|---|------------------------------|---|
| Policy Manual | <input type="checkbox"/> Yes | <input type="checkbox"/> No (Check One) |
| Administrative Guidelines/Forms (end of 2020) | <input type="checkbox"/> Yes | <input type="checkbox"/> No (Check One) |
| Annual Updates | <input type="checkbox"/> Yes | <input type="checkbox"/> No (Check One) |

Signature: _____

- I am purchasing the Thrun Policy Service with a majority of constituent districts within the ISD and will attend a policy implementation meeting. Please identify the ISD and/or constituent districts purchasing the Thrun Policy Service.

*The Contact Person identified above will have additional access rights to the Thrun Law Firm website to access and download the Policy Manual. The Contact Person must register an account on the Thrun Law Firm website. If the Contact Person does not have an account, please create an account at <https://www.thrunlaw.com/registration/>. If the Contact Person is already a registered user on the Thrun Law Firm website, he or she does not need to create a new account.

When completed, please return this form to Barb Feldkamp at bfeldkamp@thrunlaw.com.