



**Board of Education - Special Meeting
District Office
1936 Green Bay Rd.
Highland Park, IL 60035
Thursday, May 27, 2021 6:00 PM**

Agenda

Mission Statement

The mission of North Shore School District 112, a community partnership committed to a world-class education, is to nurture every child to become an inspired learner, a well-rounded individual and contributing member of a global community by striving for excellence within an environment that fosters innovation, respect, engagement and intellectual inquiry

This Board meeting will be held in person and adhere to school health guidelines provided by the Illinois State Board of Education. Room capacity will be limited and all attendees will be required to wear face coverings and use physical/social distancing.

Public Comments: Community members wishing to offer comments during a public hearing or the public comment times on the agenda may submit comments (1) in person; (2) by email to northshore112@nssd112.org; or (3) by completing an online survey form at <https://www.nssd112.org/publiccomment> at least 30 minutes prior to each meeting. Your comments will be read during the meeting and become part of the public record. Per policy, comments are limited to 3 minutes (approximately 250 words) for each commenter. Please note that Policy 2:230 Public Participation at School Board Meeting and Petitions to the Board applies to all comments, including identifying oneself. Anonymous comments will not be read. The Board President will read or allow the reading of as many of these comments as time allows and may decide to restrict the total time for comments to 30 minutes.

No Live Stream

1. Call to Order/Roll Call (6:00 pm)
2. Approval of Agenda
3. Pledge of Allegiance
4. Public Comments Related to Matters on the Agenda (Policy 2:230) The Board welcomes comments and questions and gives them serious consideration. The first community participation is solely for comments about matters on this agenda. If you wish to offer comments, please see the guidelines at the top of the agenda.
5. Action Items
 - a. Bid Award for Gymnasium Wood Flooring Work - Indian Trail, Northwood, Red Oak

- b. Recommendation to Approve Trane Proposal - Installation of Units Vents for Edgewood at Elm Place
 - c. Personnel Recommendations
6. Adjournment

Date: May 27, 2021

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Dr. Monica Schroeder, Deputy Superintendent

Subject: Bid Award to Refinish Gymnasium Wood Floors at Northwood Middle School, Red Oak School and Indian Trail School

Policy Alignment: Policy 4:60 Purchases and Contracts

Disposition: Action

Executive Summary:

A Request for Bid (RFB) to Refinish Gymnasium Wood Floors was developed and publicly bid by Gilbane Building Company via Zoom as part of the Long Range Facility Planning Process. On May 7, 2021, the RFB specifications were released, and the bid notice was published in the Daily Herald Newspaper. On May 20, 2021, Gilbane Building Company received three (3) bid packets from Consolidated Flooring of Chicago, Floors Inc., and Prostar Surfaces, Inc.

This project consists of stripping, repairing, sanding, repainting, and resealing four (4) athletic wood floors at Northwood Middle School, which had not been completed during the renovation project, and for two outstanding projects at Red Oak School and Indian Trail School. After careful consideration and analyzing the bids, Chad Taylor from Gilbane Building Company recommends awarding the contract to Consolidated Flooring of Chicago as the lowest responsible and responsive bidder for the approximate amount of \$145,000.

In addition to the bid award, the Board is asked to approve a Change Order proposal that includes the cost of comprehensive Construction Management (CM) services from Gilbane for construction phase services for the gymnasium wood floor refinishing. The services include labor fees and General Liability Insurance (\$18,087.72). Gilbane will oversee the projects from bidding through the completion of the flooring projects. Gilbane's proposal is based upon an existing Contract AIA A134 providing CM services under a cost plus a fee basis where Gilbane will hold the trade contracts with the trade contractors. The change order also includes the cost for Carroll Seating to relocate current gym equipment and install new gym equipment at Northwood (\$46,990) and electrical allowances (\$10,000).

Recommendation: Action

Roll call vote to award the bid for refinishing gymnasium wood floors to Consolidated Flooring of Chicago for approximately \$145,000; the Change Order for the comprehensive Construction Management services for the gymnasium wood floor refinishing to Gilbane for \$28,087.72; and the contract to relocate gym equipment and install new gym equipment at Northwood to Carroll Seating for \$46,990, for a total cost of \$220,078 as presented.



May 25, 2021

Dr. Jean Sophie
North Shore School District 112
1936 Green Bay Road
Highland Park, IL 60035

Re: North Shore School District 112
Wood Gym Floor Refinishing
GBCo. # J06919.200 – OS 0002

Subject: Recommendation to Award Bids

Dear Dr. Sophie:


On May 20, 2021, Bids were received for Gymnasium Wood Floor Refinishing at Northwoods Middle School, Red Oak Elementary School, and Indian Trail Elementary School. Based on the bids received for Wood Floor, we recommend awarding contracts to the following firms:

Bid Release	To Be Awarded at the May 27, 2021 Board Meeting			
Bid Package	Description	Firm, and No. of Bids Received		Recommended Amount
09H	Flooring Work	Consolidated Flooring of Chicago		145,000.00
Auxiliary Work	Northwoods Main Gym Equipment Relocation	Carroll Seating		\$8,000.00
Auxiliary Work	New Gym Equipment Installation at Northwoods Auxiliary Gym	Carroll Seating		\$38,990.00
Electrical	Allowance for Electrical Work	Gilbane Building Company		\$10,000.00
CM	Gilbane's Cost, Fee, and GL	Gilbane Building Company		\$18,087.72
TOTAL RECOMMENDED AMOUNT (Base Bid)				\$220,078.00

With respect to these bid packages, we have reviewed the bids with each firm and confirmed that they understand the scope, schedule, and requirements of the work. We recommend approval of their bids as the lowest responsible bids.

Please indicate the District's approval of the above by signing below. If you have any questions, please do not hesitate to call.

Sincerely,
Gilbane Building Company


Michelle McClendon
Project Executive

Approved:
Northshore School District 112

Name: _____
Date: _____

Cc: Michael Lubelfeld Ed. D., North Shore School District 112
Dr. Jean Sophie, Interim Assistant Superintendent for Construction and Operations
Stephanie Mueller, Gilbane Building Company
Leanne Meyer-Smith, Wight & Co.



May 25, 2021

Dr. Jean Sophie
North Shore School District 112
1936 Green Bay Road
Highland Park, IL 60035

Re: Change Order for Wood Floor Refinishing
Northwoods Middle School
Red Oak Elementary School
Indian Trail Elementary School
GBCo. #6919.200 – OS 002

Dear Dr. Sophie,

Thank you for the opportunity to continue to serve as NSSD 112's Construction Manager for North Shore School District Gym Floor Refinishing Project, Summer 2021. We are looking forward to a successful project, and are excited to be part of the project team.

The following proposal includes comprehensive Construction Management services consisting of Construction Phase services for Gymnasium Wood Floor Refinishing.

Our proposal is based upon our existing Contract AIA A134 with Gilbane providing CM services under a Cost plus a Fee basis where Gilbane will hold the trade contracts with the trade contractors.

Wood Flooring Trade Contractor 09H - Costs	\$145,000.00
Gym Equipment Relocations & New Equipment at Northwoods	\$46,990.00
Allowance for Electric Work	\$10,000.00
Gilbane Labor Costs	\$11,608.00
Gilbane Fee	\$4,592.36
Gilbane GL	\$1,887.35
Total Costs	\$220,078.00

Construction Phase CM Services (including project Closeout): Purchasing Agents for Bidding, Site Supervision, Lump Sum **\$11,608.00**

CM Fee: We propose to perform all Construction Management services for a fee (overhead and profit) of 2.15% of the sum of all trade contractor costs, CM preconstruction and construction phase services, general conditions/general requirements, and insurance. \$ **4,592.36**

General Liability Insurance: The Construction Manager's insurance will be billed at the rate of \$8.65/\$1,000 of revenue passing through Gilbane, including all trade contractor costs, CM preconstruction and construction phase services, and general conditions/general requirements, and CM fee **\$1,887.35**

Please indicate the District's approval of the above by signing below, and returning a copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,

Gilbane Building Company

A handwritten signature in black ink, appearing to read "Michelle McClendon". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michelle McClendon
Project Executive

cc: Edgewood 6919.200 Project File

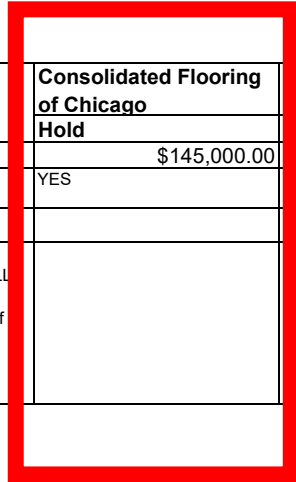
Wood Floor Refinishing Change Order Breakdown	
	Costs
Consolidated Flooring Costs to Refinish 4 gyms at 3 schools	\$ 145,000.00
Carroll Seating Costs for Northwoods Gym Equipment Relocation - Main Gym	\$ 8,000.00
Carroll Seating Costs for Northwoods Auxiliary Gym New Equipment	\$ 38,990.00
Allowance to Move Electric for New Equipment Locations	\$ 10,000.00
Gilbane Labor Costs	\$ 11,608.00
-purchasing time for bid, Project Engineer to oversee, and Safety	
Sub-Total	\$ 213,598.00
Gilbane Fee (2.15% per Original Contract)	\$ 4,592.357
Gilbane General Liability Insurance \$8.65 / \$1,000	\$ 1,887.35
GRAND TOTAL	\$ 220,077.70



Bid Comp Report
J06919200 Edgewood MS Renovation - Gymnasium Wood Flooring Work

Thursday, May 20, 2021

		Consolidated Flooring of Chicago	Floors Inc.	Prostar Surfaces, Inc
		Hold	Hold	Hold
PRICING	All work required by the foregoing documents will be accomplished for the Lump Sum Bid Price of	\$145,000.00	\$184,000.00	\$168,775.00
SUPPLEMENTS	Supplement #1	YES	YES	YES
	Supplement #2		YES	
UNIT PRICES / LABOR RATES	UNIT PRICES: Unit Prices shall be used, where applicable, to make adjustments to the cost of the Work due to changes. ALL Unit Prices submitted shall be complete in-place prices and include all costs for overhead, profit, bond costs, labor, materials, equipment, Engineering, shop drawings and any other incidentals related to the completion of the Work, and shall remain firm for the period of the contract.			



2105 Lunt, Elk Grove Village, IL 60007
 Phone: 847-434-0909 Fax: 847-434-0910

Proposal Number	CP115846
Proposal Type	Owner
Date	5/24/2021

Project: Northwoods JRHS - Aux Gym Athletic Equipment
 Architect: None
 Bid Date: 5/24/2021 2:45 PM
 Proposal For: Northwoods JRHS Aux Gym Athletic Equipment

North Shore School District 112
 2031 Sheridan Rd
 Highland Park Illinois 60035

Pricing is through the TIPS Contract furnished by Performance Sport Systems of Noblesville Indiana.

CONTRACT: 200204 Sports, Activity Equipment and Related Services. Performance Sports Systems

Northwoods JRHS Aux Gym Athletic Equipment

\$32,000.00

Furnish and install athletic equipment MFG by Performance Sports Systems of Noblesville, IN as described below per the plans and specifications provided.

Scope:

- QTY: (2) Rear braced, forward fold backstops w/ AFRG42 backboards, 2000+ goals
 - Attached to beams above – 21'-7 1/2", spacing of beams is 8'
- QTY: (4) Fixed wall attached backstops 8' extensions, w/ AFRG42 backboards, 2000+ goals, safety straps
- QTY: (36) Wall Pads, 2' x 6', with nailing margins (Breakout Cost: \$3500.00)

Optional ADDS:

- Qty: (1) TSC1500 Keypad control system ADD: \$1,950.00**
- Qty: (6) Electric Height Adjusters ADD: \$5,040.00

****All electrical work by others. Each motor needs a home run to our relay panel, then low voltage from relay panel to touch pad. Ideally, this system would have (6) circuits.**

Removal and disposal of existing athletic equipment included
 Existing scoreboard to remain
 Freight included
 Tax excluded

Project Total: \$32,000.00

Pricing updated 5/24/21

Our bid and price are conditioned on the use of the latest edition of AIA document A401 and attached "Rider A" as the terms for any resulting subcontract. An OCIP Policy for primary and noncontributory waiver of subrogation, if required, can be furnished at an additional cost. Please note that the submitted proposal utilizes Commercial General Liability (CGL) endorsements that are equal to CG2010 10/01 and CG2037 10/01. Additional costs up to 0.4%/yr may apply if actual CG2010 10/01 and CG2037 10/01 endorsements are mandated. In the event of any conflict between this proposal and the subcontract document, this proposal shall govern.

Prices quoted are good for 30 days!

Project Proposal

Proposal Number	CP116844
Proposal Type	Owner
Date	5/15/2021

Project: Northwoods School Main Court Backstop Relocation
Architect: Wight & Company
Bid Date: 5/15/2021 8:30 AM
Proposal For: Backstop Relocation

North Shore School District 112
2031 Sheridan Rd
Highland Park Illinois 60035

Backstop relocation

Backstop Relocation**\$8,000.00**

Main court backstops, the existing BB court line is 8'6" off the East wall as shown on Sheet A3, A1 shows the same court line at 17' off the East wall. That means the main court backstops (2 need to shift 9'6" to the west. Due to the amount of movement that means the main mast needs to come down to floor, move the cradles 9'6" and then reset the mast. Cost will be \$4,000 for each and that does not include any electrical that will need to be shifted to received the plug in at new center line location.

Alternate Movement of additional backstops: Please verify if 4 side courts are OK or they need to move the same. Money would be close for those 4, perhaps a little less do to the number of backstops.

Project Total: \$8,000.00

If you have any questions concerning our proposal, please contact me.

PJ Carroll
Carroll Seating, Inc
PCarroll@CarrollSeating.com

If you have any questions concerning our proposal, please contact me.

Tim Haggerty
Carroll Seating, Inc
thaggerty@carrollseating.com

A handwritten signature in black ink, appearing to read 'THAGGERTY', enclosed within a large, loopy oval shape.

RIDER A to CONTRACT between CARROLL SEATING COMPANY and GENERAL CONTRACTOR

FOR THE PROJECT KNOWN AS: Northwoods Aux Gym Athletic Equipment 5/24/21

MADE A PART HEREOF AND ATTACHED HERETO

This Rider contains changes and additions to the above-referenced contract (the "Contract") between **Carroll Seating Company** ("Subcontractor") and **General Contractor** ("Contractor"). To the extent that the terms and conditions of this Rider conflict with terms and conditions of the Contract, the **Rider shall control**.

1. DELIVERY: **Carroll Seating Company** shall not be liable for any delay in performance due to unforeseen circumstances or due to causes beyond their control, including, but not limited to acts of nature, acts of government, labor disputes, delays in transportation or delays in delivery or inability to deliver by the manufacturer.

2. JOBSITE CONDITION: The **Contractor** warrants that the job site conditions will be prepared and ready to receive materials delivered by **Carroll Seating Company** and that the installation of said materials can commence immediately upon delivery. Unless otherwise agreed to in writing, the cost of unloading materials shall be included in the purchase price set forth in the Contract. Should the job site conditions be cause for delay for **Carroll Seating Company** to begin installation of materials, or delay in delivering materials, the **Contractor** agrees to pay an additional sum of money to cover all extra expenses necessary for extra (double) handling, moving, demurrage, or storage charges of materials. Architectural woodwork shall not be subjected to extremes of temperature and humidity. Relative humidity shall not be less than 25% or more than 55% under normal conditions. In any event, relative humidity and temperature during the time of installation should remain within the range to be maintained during occupancy. Relative humidity below 20% and above 80% is harmful to wood and wood products.

3. PRICING BASED ON DELIVERY DATE/ESCALATION: The **Contractor** shall not change the delivery date once materials have been scheduled for production and must give the **Subcontractor** written notice of a change in delivery date at least 90 days in advance from the original agreed upon scheduled delivery date. If the **Contractor** issues a change order causing a delivery date beyond 30 days from the originally scheduled delivery date the new delivery date shall constitute a new agreement in determining the appropriate change in the cost of materials and labor.

4. RETENTION CLAUSE: The retainage percentage withheld by the **Contractor** from progress payments to **Carroll Seating Company** shall not exceed the retainage percentage withheld by the **Owner** in its payment to the **Contractor**.

5. MECHANICS LIEN CLAUSES: **Carroll Seating Company** shall retain the right to assert mechanics' lien(s) for work that it has performed. Nothing in the **Contract** or this **Rider** shall be construed as a waiver of **Carroll Seating Company's** right to assert mechanics' lien(s) should the **Contractor** fail to pay **Carroll Seating Company** for the work performed.

6. OSHA CLAUSES: **Carroll Seating Company** shall not be liable for payment of any OSHA fines or penalties or for correction of unsafe working conditions due in part or in whole to acts of commission or omission on the part of the **Contractor**, **Architect**, or other subcontractors. **Contractor** agrees to **Carroll Seating Company** harmless from any such fines, penalties and correction of unsafe working conditions.

7. WAIVERS: **Carroll Seating Company** shall tender mechanics' lien waivers upon receipt of payment for the Work to which such waivers relate. In the event **Carroll Seating Company** submits a waiver before it receives payment the waiver will be held in trust by the **Contractor** until payment is received by **Carroll Seating Company** and shall not be effective or binding upon **Carroll Seating Company** until **Carroll Seating Company** receives the payment.

8. Notwithstanding any provision of the contract between **Carroll Seating Company** and the **Contractor** to the contrary, **Carroll Seating Company** shall only be obligated to defend, indemnify or save harmless the **Contractor** and **Owner** for such losses, damages, claims and the like for which **Carroll Seating Company** has insurance coverage, and then only to the extent of such insurance coverage.

9. SERVICES: The **Contractor** shall provide sufficient temporary electric, heat and water for the use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. This includes any temporary heat in areas where any wood products have to be stored onsite due to installation areas not being ready.

10. CLEANUP: The **Contractor** shall provide dumpsters for use by **Carroll Seating Company** at no cost to **Carroll Seating Company**. No dumpster charges shall be accepted by **Carroll Seating Company** unless agreed to in writing.

11. PAYMENT and PERFORMANCE BONDS: Unless the **Contract** requires **Carroll Seating Company** to obtain payment and/or performance bonds, the **Owner** and the **Contractor** shall be responsible for obtaining and paying for such bonds. If the **Contract** requires **Carroll Seating Company** to obtain payment and/or performance bonds, **Carroll Seating Company** shall obtain such bonds but only pay the premium attributable to the initial contract price. If the premium charged for such bonds increases as a result of changes in the original contract price, the **Owner** or the **Contractor** shall pay the increase in the premium. The **Owner** and the **Contractor** shall make any requests for payment and performance bonds at least ten days before **Carroll Seating Company** commences work. It is understood **Carroll Seating Company** will only furnish the standard AIA document 311 or 312 Performance Bond.

12. EXTRAS: **Contractor** shall sign each field "extra work order" for time and material extras to verify hours and materials used. No additional work shall be performed without this "extra work order". **Contractor** agrees to pay the following rates for extra work.

Carpenters per hour	\$ <u>145.00</u>
Foreman per hour	\$ <u>155.00</u>

Contractor also agrees to pay the cost of materials used by **Carroll Seating Company** in the performance of extra work. Payments for extra work orders shall be made in the same manner as payments are made on the contract.

13. BACKCHARGES: **Contractor** agrees that it will give **Carroll Seating Company** sufficient advance notice, but in no event less than 48 hours in writing to permit **Carroll Seating Company** to correct the work that the **Contractor** contends warrants a backcharge. The **Contractor** must have the backcharge signed by the **Carroll Seating Company** project manager. In the event the **Contractor** does not give sufficient advance notice, the **Contractor** shall not be entitled to the backcharge. The **Contractor** agrees that in the event it decides to issue a backcharge, it shall do so within two weeks after the occurrence giving rise to the backcharge.

14. DIMENSION AND DELIVERY INFORMATION: If accurate field dimensions cannot be taken prior to fabrication, the **Contractor** will sign off to the field measurements per the architects' drawings or manufacturers' shop drawing. This will be done prior to fabrication. Any changes which results in equipment not fitting and requires further attention and costs will be the responsibility of the **Contractor**.

15. Notwithstanding any provision of the contract between **Carroll Seating Company** and the **Contractor** to the contrary, **Carroll Seating Company** shall only be obligated to carry and have in force and effect such insurance in such limits as described in the certificate of insurance attached hereto. The **General Contractor** hereby represents and warrants to **Carroll Seating Company** that the **Owner** has adequate builder's risk insurance for the project. In no event shall **Carroll Seating Company** waive any rights of subrogation.

16. Carroll Seating Company shall only be bound by the terms and provisions of the **General Contractor's** contract with others if the **General Contractor** delivers to **Carroll Seating Company** a true, complete and accurate copy of such contract and **Carroll Seating Company**, prior to its execution of this Rider, returns such contract to the **General Contractor** bearing **Carroll Seating Company's** president's initials on each page thereof; in no event, however, will **Carroll Seating Company** be bound by any "waiver of right to jury trial", "no lien" or "liquidated damages for delay" clauses by other such similar provisions in any contract between the **General Contractor** and others.

17. Notwithstanding any provision in any subcontract between **Carroll Seating Company** and the **General Contractor** which states that a condition precedent to the **General Contractor's** obligation to pay **Carroll Seating Company** is the **General Contractor's** receipt from others of payment for the work, services or material provided or performed by **Carroll Seating Company**, sometimes referred to as a "pay when paid" or "pay if paid" clause, the **General Contractor** shall pay **Carroll Seating Company** for all work, service or materials performed or provided by **Carroll Seating Company** within 30 days of **Carroll Seating Company's** invoice to the **General Contractor** for the same. All past due invoices are subject to a 1½% monthly finance charge, which yields an annual interest rate of 18%.

18. In the event **Carroll Seating Company** must enforce any of the terms and provisions of the contract or this Rider, including but not limited to the **General Contractor** for any work, service or material described herein, **Carroll Seating Company** shall be entitled to collect from the **General Contractor** all costs and expenses, including reasonable attorney's fees, it incurs in connection therewith. **Carroll Seating Company** waives subrogation only for loss of tools or its equipment on the jobsite.

Date: May 27, 2021

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Dr. Monica Schroeder, Deputy Superintendent

Subject: Approval of Trane Turnkey Proposal to Install Three (3) Unit Vents at Elm Place School

Policy Alignment: Policy 4:60 Purchases and Contracts

Disposition: Action

Executive Summary:

As part of the Indoor Air Quality (IAQ) Assessment, Trane proposes installing three (3) unit vents at Elm Place Middle School to improve the indoor air quality, enhance comfort in the building, and reduce energy costs.

Due to light renovations made at Elm Place Middle School to accommodate the influx of students for Edgewood next school year, there are three (3) classrooms located on the second floor that have no ventilation. Trane recommends installing a unit vent in the three classrooms to provide proper system control to make real-time adjustments to ensure comfort and adequate ventilation for students, staff, and administration and maximize energy savings for an amount of approximately \$155,148.

As a member of Omnia Partners, which uses a competitive solicitation process consistent with applicable Illinois procurement laws and regulations, Trane Building Services was awarded a contract for HVAC products and related services based upon a public bid through Hartford County Public Schools. The contract is valid through 9/30/2022. No further public bid is required.

At the May 27, 2021, Special Board meeting, the administration recommends that the Board approves the attached Turnkey Proposal from Trane U.S. Inc. to install three (3) unit vents at Elm Place Middle for approximately \$155,148.

Recommendation: Action

Roll call vote to approve the Turnkey Proposal from Trane U.S. Inc. to install three (3) unit vents at Elm Place Middle for approximately \$155,148, as presented.



Trane Turnkey Proposal



Controls Proposal For:

Jean Sophie
Interim Asst. Superintendent for Construction
and Operations
North Shore School District 112
1936 Green Bay Road
HIGHLAND PARK, IL 60035 USA

Elm Place Middle School
2031 Sheridan Road
Highland Park, IL 60035



Local Trane Office:

Trane U.S. Inc.
7100 South Madison
Willowbrook, IL 60527-5505

Local Trane Representative:

Patrick Heneberry

Cell: (630) 930-2551
Office: (630) 734-6149

Proposal ID: 3045490

Quote Number: 30-191240-21-006

Co-op Contract Number: USC 15-JLP-023





TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help North Shore School District 112 reach its desired state to improve its performance goals, and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the indoor air quality, improve comfort in your facility, and reduce energy costs.

We appreciate the effort from North Shore School District 112 to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Current Situation:

- There have been some classroom renovations made at Elm Place Middle that have left no ventilation in 3 classrooms.
- The classrooms are located on the second floor.
- Trane is recommending the installation of a unit vent in each classroom.

Desired Situation:

- Trane will provide and install a unit vent in each classroom to provide proper ventilation for students/staff/administration
- Trane will provide complete, reliable, and efficient operation for NSSD112
- Provide proper system control to make real time adjustments ensuring comfort and to maximize energy savings

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$155,148.00. This investment will provide North Shore School District 112 with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with North Shore School District 112 for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Patrick Heneberry
Account Executive, Trane U.S. Inc.



Prepared For:
Jean Sophie—Interim Asst. Superintendent for Construction
And Operations

Date: May 12, 2021

Job Name:
SD112 Elm Place Middle School Classroom Unit Vent Installation

Proposal Number:
3045490

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

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work:

Trane shall provide all necessary labor and materials to install the new Trane Unit Vents units as follows:

- Provide and install three (3) 1250 cfm vertical unit ventilators
- Cut out new outside air intakes with louvers and dampers
- All brick work, support lentals, and tuckpointing is included
- Bleed the air out of the new unit vent
- Hook up the electrical
- The new units vent will come ready with factory mounted controls
- Trane will supply new sensors, thermostats and a WCI's as necessary
- The new unit vents will be programmed for RES (reverse economizing) so that they follow the existing indoor air quality programming in the building
- Trane will handle all controls integration to the Tracer SC+
- Trane/Manufacturer will start up the units and test the operation
- Configure the unit vents and make sure they work from the BAS graphic
- Start-up & commissioning of new units by Trane technicians
- Adherence to Trane safety requirements
- All units have a 5 year parts and labor warranty

Warranty Program:

The new Trane Unit Vents installed above carry the following warranties:

- 5 year parts and labor warranty on the Unit Vents
 - 5 year whole unit parts
 - 5 year labor



Controls systems services included

- Project Management
- Engineered Control Submittals and As-Built Drawings
- Control Panel(s) and Low Voltage Wiring installation
- Control System Programming & Graphics
- Control System Commissioning
- Owner Control System Operational Training
- All work will be completed by Trane Chicago. Trane will handle any necessary subcontractor coordination.
- Trane can coordinate and complete all jobs while school is in session. Trane will jointly plan these projects with the NSSD112 facilities staff once work starts so that the learning environment is not disrupted.

Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Current lead time is 9 weeks from order
- All valves must hold
- Trane is not responsible for floor tile, drywall, and any other aesthetic items
- Asbestos abatement is not included
- Temporary services are not included
- Any malfunction or failure after scope of work is performed is the responsibility of the customer and not that of the Trane Company.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Pricing includes above mentioned items only. Customer will be alerted to any additional work/components necessary beyond above scope for approval prior to correcting.
- Documented Point to Point and/or LEED Commissioning Assistance
- Premium Time Labor
- Any network connectivity issues for the site.
- Repair or replacement of any additional equipment being controlled that is found to be defective
- Air and/ or Water Testing and Balancing.
- PC Workstation(s), Laptop(s)
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



Pricing and Acceptance

North Shore School District 112
1936 Green Bay Road
HIGHLAND PARK, IL 60035 USA

Site Address:
Elm Place Middle School
2031 Sheridan Road
Highland Park, IL 60035

Price

Total Net Price.....\$155,148.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Patrick Heneberry

Account Executive
Upper Midwest/Trane Chicago
Trane Commercial HVAC North America

7100 S. Madison Street
Willowbrook, IL 60527

Tel: 630-734-6149
Fax: 630-323-7480
Cell: 630-930-2551

Trane Technologies
E-mail: patrick.heneberry@trane.com
www.tranetechnologies.com





ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

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.

Submitted By: Patrick Heneberry	Cell: (630) 930-2551 Office: (630) 734-6149 Proposal Date: May 12, 2021
CUSTOMER ACCEPTANCE North Shore School District 112	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



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 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.

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)

Revised on 5/27/21

Date: May 27, 2021

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Dr. Monica Schroeder, Deputy Superintendent

Subject: Personnel Recommendations

Policy Alignment: Policy 5:30 Hiring Process and Criteria

CERTIFIED PERSONNEL

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Megan Kobylski	1.0	Spec. Education Res. Teacher	NW	8/16/21
Natasha Wadhwa	1.0	Psychologist	EW	8/16/21
Rose Ferolo	1.0	Spec. Education Res. Teacher	WT	8/16/21

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Luana Carani	1.0	Reception/Vestibule Clerk	EW	7/26/21
Sarah Pasquesi	1.0	Nurse	WT	8/16/21

CLASSIFIED PERSONNEL RETIREMENT

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Cedo Blagojevic	1.0	Custodian	WT	7/30/21

ADMINISTRATIVE RESIGNATION

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Sergio Gonzalez	1.0	Principal	NW	6/30/21

CERTIFIED STAFF UNPAID LEAVE REQUEST

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Roxanne Renteria	1.0	2nd Grade DL Teacher	OT	2021-2022

CERTIFIED PERSONNEL RESIGNATION

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Margaret Barnabee	1.0	Kindergarten DL Teacher	OT	6/11/21
Jennifer Gonzalez Wiscovitch	1.0	2nd Grade DL Teacher	RO	6/11/21
Annais Diaz	1.0	2nd Grade DL Teacher	RO	6/11/21

ESY SUMMER SCHOOL LIST

<u>Grade Level or Program</u>	<u>Teacher</u>
6th Grade-IL	Carly Turik (Fine)

TITLE 1 SUMMER SCHOOL LIST

<u>Grade Level or Program</u>	<u>Teacher</u>
Math & EIE	Sarah Raab

Recommendation:

Roll call vote to approve the Personnel Report, as presented.