

AGENDA FOR
BOARD OF SCHOOL TRUSTEES
REGULAR MEETING

Elkhart Community Schools
Elkhart, Indiana

December 21, 2021

CALENDAR

Dec	21	8:00 a.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	11	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	11	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center
Jan	25	6:00 p.m.	Public Work Session, J.C. Rice Educational Services Center
Jan	25	7:00 p.m.	Regular Board Meeting, J.C. Rice Educational Services Center

A. CALL TO ORDER

B. THE ELKHART PROMISE

C. INVITATION TO SPEAK PROTOCOL

D. CONSENT ITEMS:

- Minutes – December 14, 2021 – Public Work Session
- Minutes – December 14, 2021 – Regular Board Meeting
- Claims
- Gift Acceptance
- Fundraisers
- Conference Leave Requests
- Grant
- Overnight Trip Request
- Personnel Report

E. NEW BUSINESS

Renewal of Bus Driver/Helper Retention, Referral, and Sign On Bonus Payments – The Administration requests authorization for the Renewal of Bus Driver/Helper Retention, Referral, and Sign On Bonus Payments.

Recommendation for Award – The Business Office recommends awarding the bid for Fuel for 2022.

Recommendation for Award – The Business Office recommends awarding the bid for the Transportation Fuel Center.

Elevate K12 Scope of Work Adjustment for Second Semester – The Business Office recommends authorization for Elevate K12 Scope of Work Adjustment.

Agreement – The Business Offices seek approval of the Agreement for ESSER Project - Installation and Guaranteed Energy Savings Contract for Daly, West Side and Elkhart High.

Resolution – The Business Office seeks Board adoption of a resolution to transfer amounts from Education Fund to Operations Funds.

Resolution – The Business Office seeks Board adoption of a resolution to transfer funds to/from the Rainy Day Fund.

Financial Report – January 1, 2021 – November 30, 2021

Monthly Insurance Update

F. INFORMATION AND PROPOSALS

From Audience

From Superintendent and Staff

From Board

G. ADJOURNMENT

MINUTES OF THE
PUBLIC WORK SESSION
OF THE
BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

December 14, 2021

J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at
6:00 p.m.

Place/Time

Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis Troy E. Scott	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver
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Roll Call

ECS Staff Present:	Natalie Bickel Gail Draper Tony England Mindy Higginson	Kevin Scott Brad Sheppard Steve Thalheimer Beth Williams
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The Board was presented an update on the Student Services Department’s social work and school counseling programs by Assistant Superintendent of Student Services, Sarita Stevens; Supervisor of Student Services, Natalie Bickel; and Director of Counseling, Gail Draper.

Topics
Discussed

The meeting adjourned at approximately 6:55 p.m.

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Babette S. Boling, Member

Dacey S. Davis, Vice President

Kellie L. Mullins, Member

Troy E. Scott, Secretary

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member

MINUTES
OF THE REGULAR MEETING
OF THE BOARD OF SCHOOL TRUSTEES

Elkhart Community Schools
Elkhart, Indiana

December 14, 2021

<p>J.C. Rice Educational Services Center, 2720 California Road, Elkhart – at 7:05 p.m.</p>	<p>Place/Time</p>			
<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Board Members Present:</td> <td style="width: 33%;">Roscoe L. Enfield, Jr. Dacey S. Davis Troy E. Scott</td> <td style="width: 33%;">Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver</td> </tr> </table>	Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis Troy E. Scott	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver	<p>Roll Call</p>
Board Members Present:	Roscoe L. Enfield, Jr. Dacey S. Davis Troy E. Scott	Babette S. Boling Kellie L. Mullins Anne M. VonDerVellen Douglas K. Weaver		
<p>President of the Board, Rocky Enfield, called the regular meeting of the Board of School Trustees to order.</p>	<p>Call to Order</p>			
<p>Board member, Babette Boling, recited the Elkhart Promise.</p>	<p>The Elkhart Promise</p>			
<p>Mr. Enfield discussed the invitation to speak protocol.</p>	<p></p>			
<p>The Moment of Pride was presented by Brad Sheppard, assistant superintendent of instruction, and Mindy Higginson, director of elementary education. A video taken throughout the district was shared highlighting presentations of awards celebrating the success of PLC teams.</p>	<p>Moment of Pride</p>			
<p>By unanimous action by roll call, the Board approved the following consent items:</p>	<p>Consent Items</p>			
<p style="padding-left: 40px;">Minutes – November 23, 2021 – Public Work Session Minutes – November 23, 2021 – Regular Board Meeting Minutes – November 5, 2021 – Special Board Meeting</p>	<p>Minutes</p>			
<p style="padding-left: 40px;">Payment of claims totaling \$7,136,958.35 as shown on the December 14, 2021, claims listing. (Codified File 2122-70)</p>	<p>Payment of Claims</p>			
<p style="padding-left: 40px;">The following donation was made to Elkhart Community Schools (ECS): \$500 from Coulter Specialty Painting and Finishing, and \$500 from Mrs. Kathy Cora to Osolo for the Angel Tree Gift Giving; \$300 from the Brian and Amanda Jamison Charitable Grant through the Community Foundation of Elkhart County for the EHS Boys’ Basketball Feeder Program; \$1,000 from NIVA to the EHS athletic department; and \$500 from Ms. Cheryl Waggoner to offset negative lunch balances.</p>	<p>Gift Acceptance</p>			

Proposed school fundraisers in accordance with Board policy. (Codified File 2122-71)	Fundraisers
Extra-curricular Purchase Request from West Side: to purchase 14 football helmets in the amount of \$1,548.	Extra-curricular Purchase
Conference leave requests in accordance with Board policy for staff members as recommended by the administration on the December 14, 2021 listing. (Codified File 2122-72)	Conference Leave Requests
Overnight Trip Request from North Side Choir for 1 student to travel to Fort Wayne on January 13-14, 2022, for Indiana Music Education Association's middle school all honors choir.	Overnight Trip Request
	Personnel Report
A settlement agreement regarding unpaid time for a certified staff member. (Codified File 2122-73)	Agreement
Employment of the following two (2) certified staff members for the 2021-2022 school year, effective on dates indicated: Debra Ball – art at Roosevelt, 11/29/21 Kristine Nass – language arts at West Side, 11/29/21	Certified Employment
Temporary reassignment of certified staff member, Katrina Barhydt, counselor/mental health coordinator at Elkhart Academy.	Temporary Reassignment
Resignation of the following two (2) certified staff members, effective on dates indicated: Cassandra Kronewitter - special education at PACE, 12/3/21 Earl Knudson - physical education at Pierre Moran, 12/22/21	Certified Resignations
Employment of the following ten (10) classified employees, effective on dates indicated: Dawn Bonney - food service at Feeser, 11/30/21 Ashley Dench - food service at Eastwood, 12/8/21 Desiree Diliberti - food service at West Side, 11/29/21 Sarah Fox - RBT paraprofessional at Riverview, 12/13/21 Lois Grocke - RBT paraprofessional at Beck, 11/29/21 Ana May - food service at Commissary, 11/29/21 Matthieu Miller - custodian at Roosevelt, 12/6/21 Christene Parks - bus driver at Transportation, 12/14/21 Teresa Garcia Ponce - social worker at Daly, 12/6/21 Charles Witte - bus helper at Transportation, 12/6/21	Classified Employment
Reassignment of classified employee Debra Ball to certified position.	Reassignment

Resignation of the following eight (8) classified employees, effective on dates indicated:	Classified Resignations
<ul style="list-style-type: none"> Debra Bice - secretary at ESC, 12/17/21 Austin Clanton - mechanic at Transportation, 12/6/21 William Greene - paraprofessional at EHS, 12/3/21 Brenda King - custodian at Monger, 10/5/21 Alan Kist - bus driver at Transportation, 11/29/21 Hannah Litka - paraprofessional at Hawthorne, 11/23/21 Derria Pratcher - building substitute at Hawthorne, 12/1/21 Deneen Stout - paraprofessional at Eastwood, 12/3/21 	
Termination of the following two (2) classified employees effective 12/14/21 under Board Policy 3139.01S.	Classified Termination
<ul style="list-style-type: none"> Nathashia deJesus – bus driver at Transportation Christine Salazar – bus helper at Transportation 	
Superintendent Thalheimer reported COVID numbers had a slight uptick after the Thanksgiving break but have since leveled off.	COVID Update
By unanimous action, the Board approved the proposed 2022-2023 School Calendar, as initially presented at the November 23 rd regular meeting. (Codified File 2122-74)	2022-2023 School Calendar
Brandon Eakins, EACC director, present a proposed new course offering for the 2022-2023 school year: Advanced Life Science: Plants and Soils, for Board review. (Codified File 2122-75)	New Course Offering
By unanimous action, the Board approved the proposed Agreement with the American Federation of State, County, and Municipal Employees (AFL-CIO, Local #2925). (Codified File 2122-76)	Custodial Agreement
By unanimous action, the Board approved proposed revisions to the following Board Policies and waived second reading:	Compensation Policies
<ul style="list-style-type: none"> 3422.01S - Food Service Employees’ Compensation Plan 3422.02S - Mechanics’ Compensation Plan 3422.03S - Bus Drivers’ Compensation Plan 3422.04S - Bus Helpers’ Compensation Plan 3422.05S - Support Staff Salary Schedule 3422.07S - Executive Assistants’ Salary Schedule 3422.09S - Technical Assistants’ Compensation Plan 3422.10S – Registered Nurses’ Compensation Plan 3422.11S - Social Workers’ Compensation Plan 3422.12S – Employees in Miscellaneous Positions Compensation Plan 3422.13S - Therapists’ Compensation Plan 3422.14S - Employees in Tech. Services Positions Compensation Plan 3422.15S – Permanent Substitute Teachers’ Compensation Plan 3422.16S – LPNs’ Compensation Plan 	

By unanimous action (Enfield abstained), the Board approved and waived 2nd reading of proposed revisions to Board Policy 3422.06 - Secretarial/Business Compensation Plan

Board Policy
3422.06S

By unanimous action (Weaver abstained), the Board approved and waived 2nd reading of proposed revisions to Board Policy 3422.08 - Paraprofessional Compensation Plan

Board Policy
3422.08S

The Board was presented proposed revisions to Administrative Regulation GDBA-10 – Miscellaneous Position Pay Schedule for review.

Administrative
Regulation
GDBA-10

An audience member spoke regarding the need for a mask mandate.

From the
Audience

Four audience members regarding communication with families regarding a security situation at North Side.

From the
Audience

Dr. Thalheimer reviewed the chain of events and decision process regarding the security situation at North Side

From the
Superintendent

The meeting adjourned at approximately 8:20 p.m.

Adjournment

APPROVED:

Signatures

Roscoe L. Enfield, Jr., President

Dacey S. Davis, Vice President

Troy E. Scott, Secretary

Babette S. Boling, Member

Kellie L. Mullins, Member

Anne M. VonDerVellen, Member

Douglas K. Weaver, Member



BUSINESS OFFICE

PHONE: 574-262-5563



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

**To: Board of School Trustees
Superintendent Steve Thalheimer**

From: Tony Giansi

Date: 12/14/2021

Subject: Gift Acceptance

Monteith Tire donated 12,000 backpack blinkers to the district valued at approximately \$25,000 for distribution to all students.

I am requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

Andrew Peters
1642 W. Beardsley Ave.
Elkhart, IN 46514



ELKHART HIGH SCHOOL
2608 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5600



ELKHART COMMUNITY SCHOOLS
J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

DATE: December 14, 2021

TO: Dr. Steve Thalheimer
Board of School Trustees

FROM: Brian Buckley/Jacquie Rost
Elkhart High School Athletic Department

RE: Donation Approval – Elkhart Community Foundation

A donation in the amount of \$500.00 has been given to the Elkhart High School Wrestling Program from the OBECO, INC. This donation will help with the continued growth and progression of our wrestling program.

We are requesting approval from the Board of School Trustees to accept this donation and that an appropriate letter of acknowledgement and appreciation is sent to:

OBECO, INC.
P.O. Box 2561
Elkhart, IN 46515

School/Organization	Fundraising Activity Description/Purpose	Date(s) of Activity	Date Submitted	Sponsor(s)
Elkhart High - National Honor Society	NHS will host Mangy's Mane Event: Winter Wonder Fair '22 in the EFD gym areas in place of a winter dance, that is open to the community. There will be concessions, games, prizes, bounce houses and face painting. Funds from the carnival will be used for NHS sponsored activities/events, membership fees, induction ceremony, service project materials, student food, and NHS sponsored Teacher Appreciation Week.	1/22/2022	12/9/2021	Jeff Miller
Osolo - PTO	The PTO will host a book fair. Proceeds will be used for library books and activities.	12/13/2021 - 12/18/2021	12/9/2021	Kristin Whitaker
	Please note the following fundraisers are presented for confirmation only.			

MACUL offers a variety of sessions on instruction, technology, and best practices on implementation for teachers at all levels. Attending will allow me to find and learn about new ideas which can be used to support teachers in Elkhart. I'll share these ideas on the Instructional Technology blog, YouTube channel, and through PD we develop with the Technology Ambassador group.

Grand Rapids, MI **Attendance is subject to local health guidelines**

March 17 - 18, 2022 (2 day's absence)

BRIAN BENNETT - ESC (1-0)	<i>Title IV, FY22</i>	<i>N/A</i>
ELIZABETH DAVIDSON - ESC (0-0)	<i>Title IV, FY22</i>	<i>N/A</i>
BILLIE JO ETCHASON - ESC (0-0)	<i>Title IV, FY22</i>	<i>Title IV, FY22</i>
REBEKAH MAGERS - PIERRE MORAN (0-0)	<i>Title IV, FY22</i>	<i>Title IV, FY22</i>
HOLLY MECHER - ESC (0-0)	<i>Title IV, FY22</i>	<i>N/A</i>
JESSICA MORENO - MONGER (0-0)	<i>Title IV, FY22</i>	<i>Title IV, FY22</i>
	\$11,098.46	\$570.00
2021 YEAR-TO-DATE EDUCATION FUNDS	\$27,056.18	\$1,520.00
2022 YEAR-TO-DATE EDUCATION FUNDS	\$5,095.50	\$0.00
2021 YEAR-TO-DATE OTHER FUNDS	\$83,090.98	\$3,705.00
2021 YEAR-TO-DATE ADJUSTMENTS	\$0.00	\$0.00
2022 YEAR-TO-DATE OTHER FUNDS	\$15,767.74	\$1,805.00
2022 YEAR-TO-DATE ADJUSTMENTS	-\$2,547.75	\$0.00
GRAND TOTAL	\$128,462.65	\$7,030.00

(Figures in parentheses are the number of conferences & the number of absence days previously approved for the current school year.)

What is the title of the grant?	What is the name of the granting agency/entity?	Please list school/entity applying.	Individual/contact applying for the grant?	What is the amount applied for?	How will the grant funds be used and who will oversee the management of the grant?	Please explain how the grant funds will be used to support the district vision, focus, and goals.	Please outline the grant budget for the funds requested.	What is the grant submission deadline?
The American Rescue Plan – Homeless Children and Youth (ARP-HCY) II	IDOE	Elkhart Community Schools	Sarita Stevens-Student Services	\$95,000.00	The funds will be used to offset transportation cost for children whose families and experiencing homelessness, field trips cost of designated students, clothing items (coats, gloves, hats, etc) and uniforms and fees for extracurricular participation. School leaders and social workers will refer students to Students Services Department.	Our overall vision is to know and meet every child where they are and offer a equitable opportunity for success. Due to multiple events that lead to homelessness, we are aware that these students basic needs must be meet before they are ready to learn. By filling in the gaps of basic needs and a sense of belonging, this grant will assist us in abating further trauma to students that can be caused by limited income.	Extra curricular and surplus academic activity fees for homeless students - \$25,000.00 Field Trip Cost - \$30,000.00 Clothing and uniforms - \$25,000.00 Transportation - \$15,000.00	12/29/2021

ELKHART COMMUNITY SCHOOLS
OVERNIGHT TRIP REQUEST

School: Elkhart High
Class/Group: Elkhart Cheerleading
Number of Students: 21
Date/Time Departing: 2/11/2022
Date/Time Returning: 2/15/2022
Destination: Orlando, FL - Walt Disney World
City State
Overnight facility: Coronado Resort
Mode of transportation: Plane -> BUS
Reason for trip: National High School
Cheerleading Championship

Names of chaperones: Haley Warstler Grace Combers
Julie Guthrie Courtney Kiper
Cost per student: \$950.00

Describe Plans for Raising Funds or Funding Source: Sponsorships; Raffle; GoFund Me; shirt sale
Plans to defray costs for needy students: 0% of Fundraising sponsor to student elevated
Are needy students made aware of plans? yes!

Signature of Teacher/Sponsor: Haley Warstler

Signature of Principal: [Signature] Date: 12-7-21

Send to Assistant Superintendent for Instruction for approval and for submission to Board of School Trustees

Approval of Assistant Superintendent: [Signature] Date: 12-9-21

Approval by Board: _____

(All overnight trips require prior approval by Board Policy IICA.)



HUMAN RESOURCES

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

TO: DR. STEVEN THALHEIMER
FROM: DR. DENISE SEGER
DATE: DECEMBER 21, 2021

PERSONNEL RECOMMENDATIONS

CERTIFIED

- a. **Resignation** – We report the resignation of the following employee:

Claire Troyer
Began: 8/10/20

Osolo/Grade 1
Resign: 12/22/21

CLASSIFIED

- a. **Agreement** – We recommend the approval of two agreements regarding retention.
- b. **New Hires** – We recommend regular employment of the following classified employees:

Yesenia Alvarez
Began: 10/19/21

West Side/EL Community Translator
PE: 12/13/21

JoeyAnne Blossom
Began: 10/26/21

West Side/Food Service
PE: 12/20/21

Tanita Bynum
Began: 10/20/21

Osolo/Food Service
PE: 12/14/21

Jimena Gomez
Began: 10/26/21

West Side/Secretary
PE: 12/20/21

Taylor Johnson
Began: 10/26/21

Beck/RBT Paraprofessional
PE: 12/20/21

William Patterson
Began: 10/26/21

Career Center/Adult Education
PE: 12/20/21

Rebekah Shaw
Began: 10/26/21

Daly/Paraprofessional
PE: 12/20/21

Chantyle Zilm
Began: 10/26/21

Osolo/Food Service
PE: 12/20/21

a. **Retirement** – We report the retirement of the following classified employee:

Joseph Johnson
Began: 12/11/08

Roosevelt/Custodian
Retire: 1/4/22
13 years of service

c. **Resignation** – We report the resignation of the following classified employees:

Bryan Dufour
Began: 8/20/08

Building Services/Custodian
Resign: 1/4/22

David Murray
Began: 4/25/17

WVPE/Business Account Mgr
Resign: 12/20/21

Jeri Strebinger
Began: 10/22/18

Feeser/Food Service
Resign: 11/29/21



- A \$250 referral bonus will be paid to any Transportation Department employee who recommends a candidate who successfully completes both the school bus driver training program offered by Elkhart Community Schools and probation.

In order for a previously employed bus driver, who has been rehired as a bus driver, to receive the sign on bonus or for an employee to receive the referral bonus, the bus driver must have a break in employment of three (3) years or more.

Individuals in training to be a bus driver and qualify for a Commercial Driver's License (CDL) will be paid a rate of \$13.25 per hour. Once the driver candidate is in possession of a CDL, the candidate will be paid the bus driver's probationary rate for attendance at the two (2) day training required by the State of Indiana.

WDT/dls





BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: DR. STEVE THALHEIMER
BOARD OF SCHOOL TRUSTEES**

FROM: ANTHONY J. GIANESI

DATE: DECEMBER 16, 2021

SUBJECT: RECOMMENDATION FOR AWARD – FUEL BID 2022

Fuel bids for 2022 were opened on December 15, 2021 by Tony Gianesi, Kevin Scott, Jon Chevalier, and Sarah Nelson. After reviewing bids, it is recommended that the 2022 Fuel Bid be awarded to Ceres Solutions, as the most responsive and most responsible bidder. Ceres Solutions/North Central CO-OP has provided fuel for Elkhart Community Schools each year since 2016.

The Ceres Solutions/North Central CO-OP bid is the most responsive as well as the lowest total bid per contract amount of the bids submitted. Based upon the bid amounts the Ceres Solutions/North Central CO-OP is \$30,070.00 under the next lowest bidder.

The bid summary reflects fixed pricing, including all applicable taxes and fees, available on the date of bids. The Business Office respectfully requests permission to award a fixed price contract to Ceres Solutions/North Central CO-OP within the next 30 days. Agreement price will be locked on a date determined by ECS.

VENDOR	FORM 95		FIXED DIESEL	FIXED REGULAR	TOTAL COST PER BID DOCUMENTS
CERES	X		2.846	2.657	530,317.50
PETROLEUM TRADERS	X		did not bid	did not bid	n/a
YODER	X		3.013	2.753	560,387.50



BUSINESS OFFICE

PHONE: 574-262-5563



ELKHART COMMUNITY SCHOOLS

J.C. RICE EDUCATIONAL SERVICES CENTER
2720 CALIFORNIA ROAD • ELKHART, IN 46514
PHONE: 574-262-5500

Date: December 16, 2021

To: Board of School Trustees

From: Anthony J. Gianesi *AJG*

RE: Recommendation for Award: Transportation Fuel Center

On December 15, 2021 one bid was received for the Transportation Fuel Center. This was our second opportunity for contractors to bid on this project as we received only one bid during the first bid period.

The bid has been reviewed by Elkhart Community Schools and Jones Petrie Rafinski for compliance with plans and specifications prepared by Jones Petrie Rafinski.

The Business Office recommends award of a contract in the amount enumerated below to R. Yoder, Inc., of Nappanee, Indiana as the lowest and best, most responsive and most responsible bidder.

Base Bid:	\$1,358,000.00
TOTAL:	\$1,358,000.00

The project includes the construction of a new fuel island on the Kent Street property to replace the existing fuel island and underground fuel storage tanks which are nearly 40 years old and in need of replacement. The new fuel island consists of two above ground storage tanks, new fuel pumps, and a canopy covering the pumps.

Funding for this project will come from the bonds for the Elkhart High School Master Campus Plan bond.

ELKHART COMMUNITY SCHOOL CORPORATION
BID TABULATION
ELKHART COMMUNITY SCHOOLS TRANSPORTATION FUEL CENTER
December 16, 2021

ELKHART HIGH SCHOOL FUEL CENTER				ENGINEER'S ESTIMATE	R. YODER CONSTRUCTION, INC.
No.	Description	Quantity	Unit	Amount	Amount
1	TOTAL BASE BID	1	LS	\$1,119,210.00	\$1,358,000.00
ESTIMATED TOTAL COST ESTIMATE - BASE BID				\$1,119,210.00	\$1,358,000.00

ALTERNATES

1	ALL IMPROVEMENTS RELATED TO THE PROPOSED ENTRANCE IN THE BASE BID SHALL BE DEDUCTED FROM THE TOTAL BASE BID, INCLUDING CONCRETE REMOVAL, NEW CONCRETE CURB, NEW CONCRETE PAVEMENT, PROPOSED FENCING AND GATE, AND THE ENTRY KIOSK.	1	LS	N/A	-\$13,500.00
2	IN LIEU OF A PROPOSED NEW CANOPY, THE CONTRACTOR SHALL CUT EXISTING SUPPORT POSTS OF CANOPIES ON-SITE, SHOP SANDBLAST, PRIME, PAINT AND SHOPWELD, RELOCATE AND INSTALL THE EXISTING STRUCTURES ON NEW FOUNDATIONS, AND PROVIDE NEW LIGHTING AND STORM GUTTERS.	1	LS	N/A	-\$16,775.00
ESTIMATED TOTAL COST ESTIMATE - ALTERNATES				\$0.00	-\$30,275.00
ESTIMATED TOTAL COST ESTIMATE - BASE BID				\$1,119,210.00	\$1,327,725.00

I hereby certify to the best of my knowledge, that the bid tabulation presented is a true and correct copy of the bids received for this project.



Andrew Cunningham, PLA

G:\2020 Projects\2020-0004\Bidding

12/16/2021





Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

December 16, 2021

Mr. Tony Gianesi
Elkhart Community School Corporation
2720 California Rd
Elkhart, IN 46514

RE: **Elkhart Community Schools Transportation Fuel Center— Review of Bids**

Dear Mr. Gianesi:

We reviewed the Itemized Proposals of the lone Bidder, R. Yoder Construction, Inc., for the Elkhart Community Schools Transportation Fuel Center project rebid. A full examination of the bid documents was completed to ensure that the required affidavits, certifications, bonds, and other necessary documentation had been included. A Certified Bid Tabulation form of the project is attached to this letter.

Based on the above information, it is our engineering opinion that R. Yoder Construction, Inc., submitted the lowest responsive Bid and included all the necessary documents.

When this project was initially bid in July, 2021, the contractor submitted a Base Bid of \$1,390,000.00, but the project was rejected due to only receiving one bid and at a greater than anticipated cost. Since the initial bidding occurred, we worked with the school to value engineer the project to look for ways to reduce cost without compromising the quality or substance of the project. The contractor submitted a Base Bid of \$1,358,000.00, with a deduction of \$13,500.00 for Alternate 1, and deduction of \$16,775.00 for Alternate 2, if selected. **It is our engineering recommendation that the Elkhart Community School Corporation should accept the bid of R. Yoder Construction, Inc., for the Project: Elkhart Community Schools Transportation Fuel Center, for the Base Bid contract amount of \$1,358,000.00 and reject Alternate 1 and Alternate 2, for a contract amount totaling \$1,358,000.00, contingent upon meeting with the contractor to further discuss ideas for possible change orders to further reduce costs, as stated by the contractor.**

Should you have any questions or concerns please contact me at (574) 232-4388 or by email at acunningham@jpr1source.com.

Sincerely,

Andrew Cunningham, PLA, Vice President
acunningham@jpr1source.com

574-232-4388

G:\2020 Projects\2020-0004\Bidding\Bid Package 2\REBID - Fall 2021

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT) - PART 1

COPY

1.1 BID INFORMATION

A. Date: December 15, 2021

B. Bidder Information:

1. Company: R. Yoder Construction, Inc.

2. Address: P.O. Box 69

3. City, State, Zip: Nappanee, IN 46550

4. Telephone No: 574-773-3502

5. Fax No: 574-773-4941

6. E-mail: brian@ryoderconstruction.com

7. Representative: Brian Hollowell

C. Project Information (Contractor's Bid For):

1. Project 1: Elkhart High School
PROJECT NO. 2: FUEL CENTER
2402 California Road
Elkhart, IN 46514

D. Owner's Information (Governmental Unit):

1. Owner: Elkhart Community Schools

2. Address: J.C. Rice Educational Services Center
2720 California Road
Elkhart, IN 46514

3. County: Elkhart

E. Architect's Information (Drawings and Specifications prepared by):

1. Architect: Jones Petrie Rafinski

2. Address: 325 S Lafayette Blvd.
South Bend IN 46601

3. Project No: 2020-0004-2

1.3 Project 2:2021 IMPROVEMENTS
PROJECT NO. 2: FUEL CENTER

- A. **ALTERNATE NO. 1:** THE EXISTING KENT STREET CONCRETE CURB CUT SHALL REMAIN IN PLACE. ALL IMPROVEMENTS RELATED TO THE PROPOSED ENTRANCE IN THE BASE BID SHALL BE DEDUCTED FROM THE TOTAL BASE BID, INCLUDING CONCRETE REMOVAL, NEW CONCRETE CURB, NEW CONCRETE PAVEMENT, PROPOSED FENCING AND GATE, AND THE ENTRY KIOSK:

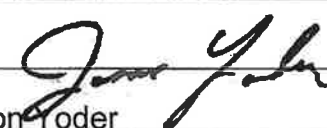
1. Thirteen Thousand Five Hundred Dollars Dollars (\$ 13,500.00).
 2. ADD ___ DEDUCT NO CHANGE ___ to Base Bid Contract Sum.

- B. **ALTERNATE NO. 2:** IN LIEU OF A PROPOSED NEW CANOPY, CONTRACTOR SHALL CUT EXISTING SUPPORT POSTS OF CANOPIES ON-SITE, SHOP SANDBALST, PRIME, PAINT AND SHOPWELD, RELOCATE AND INSTALL THE EXISTING STRUCTURES ON NEW FOUNDATIONS, AND PROVIDE NEW LIGHTING AND STORM GUTTERS.

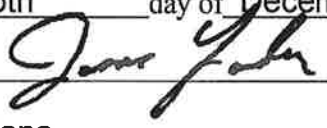
Sixteen Thousand Seven Hundred Seventy Five Dollars and Zero Cents Dollars (\$ 16,775.00).

2. ADD ___ DEDUCT NO CHANGE ___ to Base Bid Contract Sum.

1.4 OATH AND AFFIRMATION

- A. I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.
- B. Respectfully submitted this 15th day of December, 2021.
- C. Submitted By (Company): R. Yoder Construction, Inc.
- D. Authorized Person (signature): 
- E. Authorized Person (printed): Jason Yoder
- F. Authorized Person (title): President

1.5 ACKNOWLEDGEMENT

- A. Before me, a Notary Public, personally appeared the above-named authorized person signing and swore that the statements contained in the forgoing document are true and correct.
- B. Subscribed and sworn to before me this 15th day of December, 2021.
- C. Person Signing: 
- D. State of: Indiana
- E. County of: Kosciusko

1.6 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Alternates.
 - a. See Section 004323-Alternates Form.
2. Complete Bid Supplements for each Project Bid, or for both Projects for Combined Bid.

1.7 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State and local jurisdictions where work is being performed.

1.8 DISCRIMINATION

A. The Contractor and their subcontractors shall not discriminate against or intimidate any employee or applicant for employment for this project with respect to any matter directly or indirectly related to employment because of race, religion, creed, color, sex, national origin, ancestry, gender identity, or sexual orientation. Breach of this covenant may constitute a material breach of contract. I understand that violations hereunder may result in forfeiture of contractual payments.

1.9 CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

A. I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded.

1.10 OATH AND AFFIRMATION

A. I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

B. Respectfully submitted this 15th day of December, 2021.

C. Submitted By (Company): R. Yoder Construction, Inc.

D. Authorized Person (signature): *Jason Yoder*

E. Authorized Person (printed): Jason Yoder

F. Authorized Person (title): President

1.11 ACKNOWLEDGEMENT

A. Before me, a Notary Public, personally appeared the above-named authorized person signing and swore that the statements contained in the forgoing document are true and correct.

B. Subscribed and sworn to before me this 15th day of December, 2021.

C. Person Signing: Jason Yoder

D. State of: Indiana

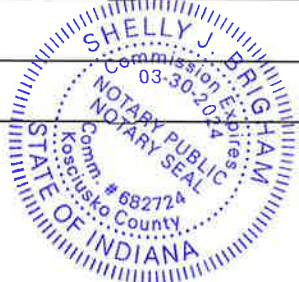
E. County of: Elkhart

F. Notary Public: *Shelly J. Brigham* Shelly J. Brigham

G. My Commission Expires: March 30, 2024

H. County of Residence: _____

I. Affix Notary Seal: _____



END OF DOCUMENT 004113

DOCUMENT 004114 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT) - PART 2

1.1 BID INFORMATION

A. Date: December 15, 2021

B. Bidder Information: R. Yoder Construction, Inc.

C. Project Information (Contractor's Bid For):

1. Project 1: Elkhart High School
PROJECT NO. 2: FUEL CENTER
2720 California Road
Elkhart, IN 46514

D. Owner's Information (Governmental Unit):

1. Owner: Elkhart Community Schools
2. Address: J.C. Rice Educational Services Center
2720 California Road
Elkhart, IN 46514
3. County: Elkhart

E. Architect's Information (Drawings and Specifications prepared by):

1. Architect: Jones Petrie Rafinski
2. Address: 325 S Lafayette Blvd
3. Project No: 2020-0004-2

1.2 PART 2 SUBMISSION

1. To be completed only if project is one hundred thousand dollars (\$100,000) or more.
2. The statements contained herein are to be submitted under oath by each bidder with and as part of their total bid.
3. Attach additional pages for each section as needed.

C. Have you ever failed to complete any work awarded to you? No If so, where and why?

We have or have access to all equipment necessary to complete the project.

D. List references from private firms for which you have performed work.

Barger Packaging

Bellman Oil Company

Land O' Lakes Purina Mills

American Senior Communities

Lippert Components

1.4 SECTION 2: PLAN AND EQUIPMENT QUESTIONNAIRE

A. Explain your plan or layout for performing proposed work.

Comply with the schedule to begin and complete as stated in the contract using the necessary equipment and manpower to complete. We have a team of tradesmen fully capable of completing project on schedule and on budget.

B. List the names and addresses of all subcontractors that you have used on public works projects during the past five (5) years along with a brief description of the work done by each.

Griffen Plumbing & Heating, 2310 Toledo Rd, Elkhart, IN 46514 - Plumbing & Heating

Schwartz Electric, 313 E. Waterford St, Wakarusa, IN 46573 - Electrical

Interior Finishes, 3601 W McGill St, South Bend, IN 46628 - Flooring

Schrock Masonry & Insulation, 6143 W 1300 N, Nappanee, IN 46550 - Masonry

Core Mechanical Services, PO Box 500, Warsaw, IN 46581 - Plumbing & Mechanical

1.5 SECTION 3: CONTRACTOR'S FINANCIAL STATEMENT

- A. Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

1.6 SECTION 4: NON-COLLUSION AFFADAVIT

- A. The undersigned bidder or agent, being duly sworn on oath, says that they have not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by them, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. They further state that no person or persons, firms, or corporations have or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

DOCUMENT 004323 - ALTERNATES FORM

COPY

1.1 BID INFORMATION

A. Date: December 15, 2021

B. Bidder Information: R. Yoder Construction, Inc.

C. Project Information (Contractor's Bid For):

1. Project 2: Elkhart High School
PROJECT NO. 2: FUEL CENTER
2402 California Road
Elkhart, IN 46514

D. Owner's Information (Governmental Unit):

1. Owner: Elkhart Community Schools
2. Address: J.C. Rice Educational Services Center
2720 California Road
Elkhart, IN 46514
3. County: Elkhart

E. Architect's Information (Drawings and Specifications prepared by):

1. Architect: Jones Petrie Rafinski
2. Address: 325 S Lafayette Blvd.
South Bend IN 46601
3. Project No: 2020-0004

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amount below be added to, deducted from, or no change to the Base Bid if particular alternates are accepted. Amounts listed for each alternate include all costs for all labor, materials, work of related coordination, modification, or adjustment.
- C. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- D. Owner reserves the right to accept or reject any alternate, in any order, in any combination, and to award or amend the Contract accordingly.

1.2 BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, pursuant to notices given, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by J. Lake Architecture & Design and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated lump sum of:

1. Project 2: **PROJECT NO. 2: FUEL CENTER**

One Million Three Hundred Fifty Eight Thousand Dollars and Zero Cents Dollars (\$ 1,358,000.00).

- B. Bidders may submit bids for each, one, multiple, or all projects as desired, in any combination.
- C. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."
- D. The above amount includes allowances in the Base Bid listed and identified on the attached Document 004321 "Allowances Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified in the Advertisement for Bids, and on failure to do so agrees to forfeit to Owner the Bid Security, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid(s) amount above:

1. Project 2: **PROJECT NO. 2: FUEL CENTER**

Sixty Seven Thousand Nine Hundred Dollars and Zero Cents Dollars (\$ 67,900.00).

- B. In the event Owner does not offer Notice of Award, Owner will return to the undersigned the Bid Security.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Architect, and shall fully complete the Work within the timeframe as specified in the Summary and per the requirements as indicated on the Drawings for each Project.

1.5 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12/10/2021, (10) pages. Type text here
2. Addendum No. 2, dated _____, () pages.
3. Addendum No. 3, dated _____, () pages.
4. Addendum No. 4, dated _____, () pages.

F. Notary Public:

Shelly J. Brigham Shelly J. Brigham

G. My Commission Expires:

March 30, 2024

H. County of Residence:

Kosciusko

I. Affix Notary Seal:



END OF DOCUMENT 004323



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

COPY

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): December 15, 2021

1. Governmental Unit (Owner): Elkhart Community School Corporation

2. County : Elkhart

3. Bidder (Firm): R. Yoder Construction, Inc

Address: 27453 CR 150 PO Box 69

City/State/ZIPcode: Nappanee, IN 46550

4. Telephone Number: 574-773-3502

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Transportation Fuel Center

(Governmental Unit) in accordance with plans and specifications prepared by Jones Petrie Rafinski

and dated November 22, 2021 for the sum of

One Million Three Hundred Fifty Eight Thousand Dollars and Zero Cents \$ 1,358,000.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Elkhart Community School Corporation

Bidder (Firm) R. Yoder Construction, Inc

Date (month, day, year): December 15, 2021

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
207,145.00	Park Improvements	8/2021	Harris Civil Twp., Granger, IN
376,120.00	Shooting Range/Training Ctr	09/2021	Goshen Public Works, Goshen, IN
781,530.00	Community Center Reno.	12/2021	Town of Lakeville, Lakeville, IN
2,797,000.00	New Const. Housing Unit	11/2021	Garden Court, Inc. South Bend, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,953,852.00	Fire Station Reno	01/2022	Middlebury Township, Middlebury, IN
306,669.00	Park Improvements	02/2022	South Park Improvements, Nappanee, IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Barger Packaging

Bellman Oil Company

Land O' Lakes Purina Mills

American Senior Communities

Lippert Components

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

Comply with schedule to begin and complete as stated in contract using necessary

equipment and manpower to complete. We have a team of tradesman fully capable

of completing project on schedule and on budget.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Griffen P&H, 2310 Toledo Rd., Elkhart, IN 46514 - Plumbing & Heating

Schwartz Electric, 313 E. Waterford, St., Wakarusa, IN 46573 - Electrical

Interior Finishes, Inc., 3601 W. McGill St., South Bend, IN 46628 - Flooring

Schrock Masonry & Insulation, 6143 W. 110 N, Nappanee, IN 46550 - Masonry

Core Mechanical Services, PO Box 500, Warsaw, IN 46581 - Plumbing & Mechanical

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

A list of subcontractors will be submitted if awarded the bid

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

We have or have access to all equipment necessary to complete the project

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes, we have received proposals from subcontractors

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 9:00AM this 15th day of December, 2021

R. Yoder Construction, Inc.

(Name of Organization)

By _____

Jason Yoder

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF IN)
) ss
COUNTY OF Elkhart)

Before me, a Notary Public, personally appeared the above-named Jason Yoder and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 15th day of December, 2021.

Shelly J. Brigham
Notary Public

My Commission Expires: March 30, 2024

County of Residence: Kosciusko



BID OF

R. Yoder Construction, Inc.
(Contractor)

P.O. Box 69
(Address)

Nappanee, IN 46550

FOR

PUBLIC WORKS PROJECTS

OF

Elkhart Community School Corporation

Transportation Fuel Center

Filed _____

Action taken _____

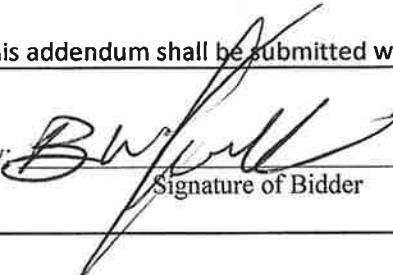
JONES PETRIE RAFINSKI



Andrew Cunningham, PLA
Landscape Architect



A signed copy of this addendum shall be submitted with the proposal.

Acknowledged by:		12/10/2021 Date
------------------	---	--------------------

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)SS:
ELKHART COUNTY)

_____ Jason Yoder _____, of lawful age, being duly first sworn according to law, state the following;

1. He/She is the officer or agent authorized by the bidder to submit the attached bid.
2. The bidder (has) **has not** been convicted of perjury for filing a false affidavit or affirmation within the last three years pursuant to IC 5-22-16-6.
3. The bidder understands that if the bidder has been convicted of aforesaid, the City of _____ is prohibited from accepting a bid from or awarding a contract to the bidder pursuant to IC 5-22-16-6(e).
4. The bidder, nor any other member, representative or agent of the firm, company, corporation or partnership represented by him/her has entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.
5. The foregoing statements are accurate with respect to the bidder and its current or previous officers and employees.
6. The foregoing statements are true and correct to the best of the affiant's knowledge, information and belief.

Jason Yoder

Sworn to and subscribed before me, a Notary Public, on this 15th day of _____
December, 2021.

My Commission Expires: March 30, 2024

Resident: Kosciusko

Shelly J. Brigham
Notary Public Shelly J. Brigham



Bid Bond

 **AIA® Document A310™ – 2010**

CONTRACTOR:

(Name, legal status and address)

R YODER CONSTRUCTION, INC.
27453 Cty Rd 150
Nappanee, IN 46550

Bid Bond No. SEL00576

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company Of America
40 Wantage Avenue
Branchville, NJ 07890

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Elkhart Community Schools Corp
2720 California Road
Elkhart, IN 46514

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Transportation Fuel Center Project No. 2020-0004


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of December, 2021


(Witness)


(Witness) Mollie J. Hansen

R YODER CONSTRUCTION, INC.
(Principal)  *(Seal)*

(Title)
Selective Insurance Company Of America
(Surety)  *(Seal)*

(Title) Connie Smith, Attorney-in-Fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$30,000,000.00**

Signed this 8th day of December, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



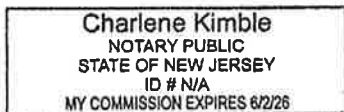
CERTIFIED COPY

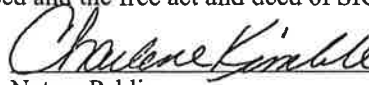
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 8th day of December, 2021 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 8th day of December, 2021.


Michael H. Lanza, SICA Corporate Secretary





BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

**TO: BOARD OF SCHOOL TRUSTEES
DR. THALHEIMER**

FROM: KEVIN SCOTT

DATE: DECEMBER 21, 2021

SUBJECT: ELEVATE K-12 SCOPE OF WORK FOR SECOND SEMESTER

As second semester grows close, the number of periods scheduled to be delivered by Elevate K-12 has grown resulting in a 9% increase in the full year cost projection from the amount initially approved by the Board. This is primarily driven by the addition of periods to be taught at Pierre Moran Middle School. The full year estimate earlier this fall was \$296,400.

Board approval is sought for this increased scope of work and the revised associated estimated total annual cost of \$324,200 and to grant authority to the CFO to sign required documents.

Addendum to Master Services Agreement dated [8/26/21] (“Addendum”)

This document shall serve as an addendum to the Master Services Agreement dated [8/26/21] entered into by [Elkhart Community Schools] (“Customer”) and Edblox, Inc., d/b/a Elevate K-12 (“Company”). Unless otherwise specifically noted in this Addendum, all terms from the original Master Services Agreement shall apply.

This Addendum shall define terms of increasing the programming that Customer has requested Company to provide over and above the originally specified terms in the Master Services Agreement dated [8/26/21].

Customer has requested Company provide the following program which exceeds the originally contemplated programming for the 2021-2022 academic year. The specifically requested increase in this programming shall not constitute an on-going increase in Scope of Services beyond the term of this specified request.

Schools:	TBD as per completed Statement of Work
Program Description:	High-Quality, Live Streaming Instruction for Tier 1 Classes
Content and Grade Level:	TBD as per completed Statement of Work
Program Format:	2-3 or 5 days per Week Following Schools’ Bell Schedule
Program Launch Date:	August 26, 2021
Program Completion Date:	May 27, 2022
Program Budget / Pricing:	Minimum: \$171,600 / Maximum: \$324,200

This addendum shall become effective as of the date Customer and Company sign the document. Upon signature, Company shall invoice Customer for the full amount of the agreed upon price for this program and the balance shall be due within 30 days of invoicing.

Signed,

[Kevin Scott]
[CFO]
[Elkhart Community Schools]

Shaily Baranwal
CEO
Edblox, Inc. d/b/a Elevate K-12

Date

Date



BUSINESS OFFICE

ELKHART
COMMUNITY SCHOOLS

INTERNAL MEMO

**To: BOARD OF SCHOOL TRUSTEES
DR. THALHEIMER**

FROM: TONY GIANESI & KEVIN SCOTT

DATE: DECEMBER 16, 2021

SUBJECT: APPROVAL OF INSTALLATION CONTRACT AND GUARANTEED

The Board of School Trustees in July approved Performance Services Inc. to be the project team to perform work on Daly Elementary, West Side Middle School, and Elkhart High School. This project is funded by ESSER funds and focuses on improving HVAC systems that in turn improve indoor air quality, ventilation and learning environment. They have worked with the Elkhart team to finalize the scope and price of the project across the three buildings.

The work is being done as a guaranteed energy savings project that will result in a minimum of \$89,802 savings per year in utility costs.

Today the Board is asked to approve the Installation Contract for a total of \$7,691,360. The Board is also asked to approve the Performance Guaranteed Agreement, and to direct the Superintendent or his designee to sign all required documents on behalf of the district.

INSTALLATION CONTRACT

Contract No.: 10PC K21-2999

This **INSTALLATION CONTRACT** (the "Contract") is made as of the 21st day of December, 2021, by and between **Performance Services, Inc. ("PSI")** and **Elkhart Community Schools ("Owner")**, concerning the following:

Owner: Elkhart Community Schools
2720 California Road
Elkhart, IN 46514

**Qualified Provider/
Contractor:** Performance Services, Inc.
4670 Haven Point Boulevard
Indianapolis, IN 46280-2747

Project: 2021 Guaranteed Energy Savings Contract Project

Scope of Work: PSI proposes to provide energy conservation measures ("ECMs") for Owner at the Project, as described in the PSI Proposal to Owner dated July 20, 2021, and attached hereto as **Exhibit A** (the "Proposal"). The Scope of Work is further described in the Improvement List, attached as **Exhibit B** (the "Improvement List") and the Plans and Specifications, incorporated herein as **Exhibit D** (the "Plans and Specifications").

PSI guarantees the savings due to the installation of the ECMs pursuant to the terms of the Performance Guarantee, attached hereto as **Exhibit C** (the "Guarantee").

Contract Price: Seven Million Six Hundred Ninety-One Thousand Three Hundred Sixty and 00/100 Dollars (\$7,691,360.00)

Terms of Payment: Monthly progress based payments, pursuant to the terms of Paragraph 4 below.

Exhibits: "A": PSI Proposal
"B": Improvement List
"C": Performance Guarantee
"D": Plans and Specifications

Owner certifies that i) the execution and delivery of this Contract has been duly authorized by all necessary corporate or official action required of Owner; ii) this Contract is a legal, valid and binding obligation, enforceable against Owner; and iii) this Contract satisfies any and all applicable procurement laws, rules and/or regulations of the State of Indiana.

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are

not part of the Contract between PSI and the Owner. This Contract shall become effective on the date first above written notwithstanding different dates of execution hereof.

OWNER:

QUALIFIED PROVIDER/CONTRACTOR:

ELKHART COMMUNITY SCHOOLS

PERFORMANCE SERVICES, INC.

By: _____
Signature

By: _____
Signature

Printed Name and Title

Printed Name and Title

TERMS AND CONDITIONS

1. **SCOPE OF WORK.** PSI shall provide Owner with the work and the services set forth in the Scope of Work, as developed pursuant to the terms above ("Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. PSI shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. PSI shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Owner and PSI will mutually agree upon any required field utilities or other work, equipment or services to be provided by the Owner. Conflicts, errors, discrepancies and/or disputes concerning the Scope of Work to be performed by PSI shall be resolved pursuant to Section 2 below.

2. **CONTRACT DOCUMENTS.** The Contract Documents are comprised of the following: (1) this Contract; (2) all written modifications, addenda, amendments, scope modifications or additions to this Contract; (3) the Plans and Specifications; (4) the Improvement List; (5) the Performance Guarantee; and (6) the PSI Proposal. The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event that inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, PSI and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in this Section 2.

3. **MUTUAL OBLIGATIONS.** Owner and PSI commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to realize the benefits afforded under the Contract Documents. Owner shall, throughout the performance of the Work, cooperate with PSI and perform its responsibilities, obligations and services in a timely manner to facilitate PSI's timely and efficient performance of the Work and so as not to delay or interfere with PSI's performance of its obligations under this Contract.

4. **CONTRACT PRICE AND PAYMENT.** The total price for PSI's Work under this Contract shall be as set forth above, subject to adjustments as set forth herein (the "Contract Price"). All payments made by Owner to PSI shall be made via wire transfer. Within ten (10) days of execution of the Contract, Owner shall pay to PSI five percent (5%) of the Contract Price as a mobilization fee and one hundred percent (100%) of the engineering for the Project, as specified in the Proposal. Thereafter, the balance of the Contract Price shall be paid to PSI in monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored, either on site or off-site the previous month, less the aggregate of previous payments to PSI. Sales of materials are payable in cash on delivery of the goods. There shall be no

retainage withheld from payments made under this Contract. Final payment, constituting the entire unpaid balance for the Work, shall be due 30 days after the Work described in this Contract is substantially complete, except for 150% of the value of any agreed upon punch list items remaining at that time. "Substantial Completion" is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Any amounts withheld for punch list shall be due 30 days after the punch list items are completed. "Final Completion" is defined as the stage in the progress of the Work when all punch list items are complete. Any performance guarantee, as set forth in the Performance Guarantee, shall not commence or become effective until such final payment is received by PSI. No back charges or claim of Owner for services shall be valid except by the agreement in writing by PSI before work is executed. In the event that the Owner fails to make any monthly progress payment or is otherwise overdue in making such payment, and upon fourteen (14) days written notice to the Owner, PSI shall be entitled to stop work without prejudice to any other remedy it may have, and Owner shall be responsible to PSI for any increased costs in demobilization and remobilization in stopping and re-commencing the Work. In the event of such work stoppage and start up, PSI and Owner agree to cooperate in adjusting any schedule requirements so as to endeavor to minimize the impact on the Owner's operations of its facility. All sums not paid when due shall bear interest at the rate of 1½% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and PSI is entitled to recover all costs of collection, including PSI's attorney fees, from the Owner.

5. **ACCESS TO JOB-SITE.** Owner and PSI shall mutually agree upon the access to the jobsite necessary to perform the Work, as well as any preparation of work areas so as to be acceptable for PSI's Work under this Contract. PSI and Owner will cooperate with each other to coordinate such access and preparation of the work areas. PSI will not be called upon to start work until the mutually agreed upon access to the jobsite is provided and until sufficient areas are ready to ensure continued work until job completion. The performance of PSI's Work is contingent upon such agreed access to the job site and to the areas whereby PSI is to perform its work.

6. **SCHEDULE.** After execution of this Contract, PSI shall be given a reasonable time in which to commence and complete the performance of the Work under this Contract ("Contract Time"). PSI shall not be liable or responsible for any loss, damage, costs, delay, default, or injury that is caused by acts, omissions, conditions, events or circumstances beyond its control or due to no fault of PSI or those for whom the PSI is responsible, or due to any act, omission or neglect of the Owner or anyone under the Owner's control, including but not limited to: delays, hindrances or interferences caused by Owner, architect and/or engineers, or other contractors, subcontractors, suppliers or third parties; Concealed or Unknown Subsurface Conditions, Hazardous Conditions, changes ordered in the Work, armed conflict or economic dislocation resulting therefrom; embargos, shortages of labor, equipment or materials, international tariffs and/or import duties imposed following the date of execution of this Contract, production facilities or transportation; labor difficulties or disputes, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents, unusual or unanticipated weather conditions or precipitation and acts of God. IN NO EVENT SHALL PSI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.

7. **WARRANTY.** PSI warrants that materials and equipment furnished by PSI will be of good quality and new; that the Work will be free from defects, and to the extent consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as PSI in performing work for projects of the same type, kind, nature, complexity and size as the Project covered by this Contract, and as otherwise not inherent in the quality required or permitted; and that the Work will conform to the requirements of this Contract. PSI warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of Substantial Completion ("Warranty Period"). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. During the Warranty Period, upon fourteen days (14) written notice from the Owner, PSI shall, at its option, repair or replace the defective Work. PSI's warranty obligations shall lapse after the running of the Warranty Period. These warranties do not extend to any Work that has been repaired by others, abused, altered, misused, or that has not been properly and reasonably maintained. PSI

shall not be responsible for damage to its work caused by others. Any repair work necessitated by such damage caused by others will be considered as an order for extra work. PSI will not be responsible for special, incidental, or consequential damages.

Nothing in the warranties provided herein are intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section. Upon expiration of the Warranty Period, PSI will assign the rights to any manufacturer's warranty and all other rights against manufacturers of materials and equipment and Owner accepts such assignment for all materials and equipment incorporated into the Work. The Owner agrees that after expiration of the Warranty Period, its sole remedy for defects or failure of materials or equipment is directly against such manufacturers and waives all rights against PSI for any defects or failures of such materials or equipment following Substantial Completion. PSI will provide the Owner with all manufacturers' warranties upon expiration of the Warranty Period. However, PSI's failure to do so does not waive or modify this provision.

8. **CONCEALED OR UNKNOWN CONDITIONS.** Should concealed or unknown subsurface conditions be encountered in an existing structure during the performance of PSI's Work that are of an unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in work of the character provided for in this Contract, the Contract Price shall be equitably adjusted upon claim by the PSI for any increased costs.
9. **OWNER SCOPE MODIFICATIONS.** PSI agrees not to seek any change orders for additional costs incurred in performing the Work pursuant to the Scope of Work set forth above. However, in the event that the Owner modifies the Scope of Work and directs PSI to perform any additional or extra work outside the Scope of Work as set forth above, the Contract Price and Contract Time shall be adjusted accordingly. PSI shall not be obligated to perform scope modifications, including additional or extra work, unless PSI shall receive a written directive, signed by an authorized representative of Owner; provided, that work performed without the written directive of Owner, but made necessary by an emergency involving an immediate threat to the safety of persons or property, or the non-performance of which would impair the efficiency, scheduling or coordination of the work of Owner, PSI or PSI's subcontractors, shall nevertheless serve as a basis for revising the Contract Price or Contract Time in accordance with this paragraph. The amount to be paid by Owner to PSI for any scope modifications, including additional or extra work, or the amount to be allowed by PSI, shall be determined as provided under the terms of the Contract, except, notwithstanding any provisions to the contrary in the Contract or elsewhere in the Contract Documents, PSI shall be entitled to an allowance of ten percent (10%) for overhead and an allowance of five percent (5%) for profit, in addition to its actual costs for materials and labor on all scope modifications, including additional or extra work.
10. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. **TAXES, PERMITS, AND FEES.** PSI shall be responsible for obtaining all permits and related permit fees associated with the Work. PSI shall pay sales, consumer, use, and other similar taxes and shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution. The Owner shall be responsible for securing any necessary approvals, easements, assessments, or zoning changes and shall be responsible for real estate and personal property taxes where applicable.
12. **OWNER PROJECT CRITERIA.** In the event that Owner furnishes any criteria or design requirements, such as conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements for the Project which may describe the Owner's program requirements and objectives for the Project, including but not limited to the character, scope, use, space, price, time and scheduling requirements, relationships, forms, size and appearance of the Project, site and expandability requirements, materials and

systems and, in general, their quality levels, performance standards, requirements or criteria, and major equipment layouts, submittal requirements and other requirements governing PSI's Work (defined herein collectively as "Owner Project Criteria"), then PSI shall have the right to rely on the information contained in the Owner's Project Criteria in performance of the Work, including the preparation of any drawings, plans and specifications.

13. **OWNER SERVICES AND INFORMATION.** Owner shall provide, at its own cost and expense, for PSI's information and use the following, all of which PSI is entitled to rely upon in performing the Work: (1) Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; (2) Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site; (3) Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable PSI to perform the Work; (4) A legal description of the site; (5) To the extent available, as-built and record drawings of any existing structures at the Site; (6) To the extent available, environmental studies, reports and impact statements describing the structural and mechanical systems, chemical, air and water pollution and environmental conditions, including Hazardous Conditions, in existence at the Site; and (7) any other mutually agreed upon services and information.

14. **OWNER REPRESENTATIONS.** Owner represents, warrants and agrees that (i) it has obtained any consents, approvals, permissions and easements necessary for the work, excluding state and local permits and design releases being furnished by PSI pursuant to Paragraph 11, and has furnished all bonds or financial security called for by governmental authorities; (ii) job and site conditions are such that the work is ready to be started in normal course; (iii) there are no concealed or unknown subsurface conditions in the existing structure and there are no unusual soil or subsurface conditions at the site and the area where the work is to be installed consists of undisturbed virgin soil; (iv) if the work is dependent upon or is to be undertaken in conjunction with other work, such other work shall be performed so as to permit PSI to perform the work without unusual or extraordinary effort or cost and in a normal uninterrupted single shift operation; (v) it is the owner of the site; and, (vi) all tap in, connection and other types of fees and charges have been fully paid.

15. **FINANCIAL ASSURANCES.** If requested by PSI, Owner shall furnish reasonable evidence satisfactory to PSI, prior to signing this Contract, or any time thereafter, that sufficient funds are available and committed for the entire cost of the Project, including payment in full of the Contract Price. If PSI elects to proceed with work without having received such evidence, it may stop work upon ten days' notice if such evidence has not been furnished within five days after such request.

16. **LIQUIDATED DAMAGES.** Owner shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Contract and no liquidated damages may be assessed against PSI for delays or causes attributed to other PSIs or arising outside the scope of this Contract.

17. **CLEANUP.** PSI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, PSI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. PSI agrees at all times to keep the job site clean of debris arising out of its own operations, and Owner shall in no event back charge PSI for the Owner's cleanup costs without PSI's written consent.

18. **SAFETY.** PSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. PSI's responsibility for safety under this Section is not intended in any way to relieve any of PSI's subcontractors, suppliers or second or third tier subcontractors and

suppliers of their own legal obligations and responsibility for complying with any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property, and for taking all necessary measures to implement and monitor reasonable safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

19. **HAZARDOUS MATERIALS.** Unless specifically noted in the Contract, PSI is not responsible for any hazardous conditions encountered on site. "Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous under applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project, the practices involved in the Project, or any Work. Unless specifically noted in the Contract, PSI's obligations expressly exclude any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Conditions, including but not limited to asbestos in or on the premises. Upon encountering any Hazardous Conditions, PSI will stop work until the Owner takes the necessary measures necessary to ensure that the Hazardous Conditions have been remediated or rendered harmless. Such measures and remediation are the responsibility of the Owner, not PSI.

20. **PSI INSURANCE.** Prior to commencing the Work, PSI shall provide a certificate of insurance to the Owner showing its insurance coverage, and PSI shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Commercial General Liability	
> General Aggregate	\$ 2,000,000
> Product & Completed Operations Aggregate	\$ 2,000,000
> Personal & Advertising Injury	\$ 1,000,000
> Each Occurrence	\$ 1,000,000
> Automobile Liability- Each Occurrence	\$ 1,000,000
> Workers Compensation	\$500,000/\$500,000/\$500,000
> Umbrella Policy in addition to individual coverage	\$ 10,000,000

The Owner and its consultants shall be additional insureds on the Contractor's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory as to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or policy limits not more than the amounts required under this Contract.

The insurance carriers shall have no right of subrogation against Owner and its consultants and their respective officers, directors, consultants, agents, and employees, and Contractor shall obtain from each of its subcontractors a waiver of subrogation on all insurance coverages required, including Commercial General Liability, Workers Compensation, Employers Liability and Automobile Liability, in favor of the parties identified herein with respect to losses arising out of or in connection with the Work on the Project.

PSI shall also purchase and maintain Builder's Risk insurance. The Builder's Risk insurance shall be maintained until Substantial Completion, unless otherwise agreed in writing by the parties to this Agreement. This Builder's Risk insurance shall include the interests of Owner, PSI, and PSI's subcontractors and sub-subcontractors in the Project as insureds. PSI shall disclose to the Owner the amount of any deductible for the Builder's Risk, and the Owner shall be responsible for the cost of any losses within the deductible.

21. **OWNER'S INSURANCE.** The Owner shall assume full responsibility for any risk of loss to adjacent property and premises (including any existing structure(s) and any other tangible property) other than damage to the Work itself. The Owner shall procure and maintain property insurance upon all property and premises (other than the Work itself), in an amount equal to the total value of the property and premises on a replacement cost basis, and

on all real and personal property, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance shall insure against the risks included in an ISO special cause of loss form or equivalent without exclusions for the perils of fire, theft, vandalism, malicious mischief, collapse, flood, earthquake, airborne property, debris removal, windstorm, and hail. Owner shall also procure and maintain business interruption insurance and extra expense insurance in an amount sufficient to cover the necessary restoration period following a loss. Upon Substantial Completion, Owner shall assume full responsibility to insure the replacement value of the Project and the completed Work.

Upon Substantial Completion of the Project, and Substantial Completion of any energy conservation measures ("ECM's"), and upon each insurance renewal date, Owner shall deliver to Provider a certificate evidencing such insurance upon request of PSI.

22. **MUTUAL WAIVER OF SUBROGATION.** The Owner and PSI mutually waive all rights against each other, and each of their subcontractors and sub-subcontractors, for losses or damages to the extent such losses or damages are covered by Builder's Risk insurance under Paragraph No. 20 herein, except such rights as they may have to the proceeds of such insurance held by PSI as trustee. The Owner and PSI mutually waive all rights against each other (but not their respective subcontractors and sub-subcontractors, which rights are expressly reserved) for losses or damages covered by any insurance under Paragraph 21 herein, except such rights as either Owner or PSI may have to the proceeds of such insurance held by the Owner as trustee. Notwithstanding anything to the contrary herein, the mutual waivers of subrogation set forth herein shall not be deemed to waive any rights by either Owner or PSI to pursue recovery or payment from any party or entity of any deductible obligations for the Builder's Risk insurance or the insurance set forth in Paragraph 21 herein.

23. **BONDS.** Prior to commencement of the Work, PSI shall execute and deliver to Owner a 100% Performance Bond and 100% Payment Bond in an amount equal to the full Contract Price at the time this Contract is executed. The bond will be written with a company licensed to transact business in the State where the work is located and has a minimum A.M. Best Rating of A VII.

PSI shall also execute and deliver to Owner an Energy Savings Performance Bond not less than 30 days of closing final acceptance of the Project and PSI's Work and upon payment in full of the entire Contract Price. The Energy Savings Performance Bond shall assure the faithful performance of the annual Guaranteed Savings Amount, ("GSA") as provided in the Guarantee. The Energy Savings Performance Bond shall only be required to cover a two year portion of the GSA; provided, however, PSI shall be responsible to have an Energy Savings Performance Bond in place throughout the Guarantee, subject to the terms and conditions of the Guarantee.

PSI shall place sufficient monies into an interest bearing escrow account for the purpose of paying the premiums for the Energy Savings Performance Bond through the last year of the Guarantee. Escrow account funds shall only be used for the purpose of paying said premiums while the Guarantee is in effect. If the escrow becomes depleted of funds prior to the last Energy Savings Performance Bond being executed, PSI shall provide additional funding to the escrow account as required. After the Guarantee has been fully satisfied, any funds remaining in the escrow account shall revert to PSI.

PSI shall not share security in the Guarantee with anyone other than the Owner.

24. **OWNER'S REPRESENTATIVE.** The Owner designates the following individual as its Owner's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of the Owner, and otherwise bind the Owner with respect to all matters requiring Owner's decision or approval:

Name: Kevin Scott
Title: CFO
Address: 2720 California Rd. Elkhart IN, 46514
Phone: 574-262-5553
Fax: 574-262-5733

Email: kscott@elkhart.k12.in.us

Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit PSI to fulfill its obligations under this Contract. Owner's Representative shall also provide PSI with prompt notice if it observes any failure on the part of PSI to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

25. **PSI'S REPRESENTATIVE.** PSI designates the following individual as its Contractor's Representative, who has authority to sign, execute and issue all documents or documentation on behalf of PSI, and otherwise bind the PSI with respect to all matters requiring PSI's decision or approval:

Name: Mark Titus
Title: Indiana General Manager
Address: 4670 Haven Point Boulevard, Indianapolis, Indiana 46280
Phone: (317) 713-1750
Fax: (317) 713-1751
Email: mtitus@performanceservices.com

26. **DISPUTE RESOLUTION.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, PSI and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. PSI and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and Owner's Representative. If a dispute or disagreement cannot be resolved through Contractor's Representative and Owner's Representative, senior executives of PSI and the Owner, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. If after the meeting between senior executives, the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. If mediation is unsuccessful, any and all disputes under this Contract shall be decided by confidential arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted in Indianapolis, Indiana and governed by Indiana law.

27. **INDEMNIFICATION.** PSI, to the fullest extent permitted by law, shall indemnify and hold harmless Owner, its officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of PSI or its subcontractors or suppliers, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. Any such indemnification obligation of PSI shall be excused or discharged to the extent that the claim, damage, loss and expense, or event giving rise to the demand for indemnification, defense and hold harmless is caused in whole or in part by the acts or omissions of the Owner or any party sought to be indemnified. Likewise, the Owner, to the fullest extent permitted by law, shall indemnify and hold harmless PSI and any of PSI's officers, directors, employees, or agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors, or anyone for whose acts any of them may be liable. The Owner shall waive any

rights of subrogation with regard to any damage to all real and personal property until all of the Work has been completed and accepted by the Owner.

28. EVENTS OF DEFAULT.

- (a) By Owner. The term Event of Default, as used in this Contract with respect to Owner, means the occurrence of any one of more of the following events: (i) Owner fails to make any payment as it becomes due in accordance with the terms of this Contract, and any such failure continues for five (5) days after the due date thereof; (ii) Owner fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by PSI; (iii) the discovery by PSI that any statement, representation or warranty made by Owner, legal, financial or otherwise, in this Contract or in any document ever delivered by Owner pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (iv) Owner becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Owner or of all or a substantial part of its assets, or fails to provide the financial assurances required by Paragraph No. 15.
- (b) By PSI. The term Event of Default, as used in this Contract with respect to PSI, means the occurrence of any one or more of the following events: (i) PSI's failure to perform its obligations in the manner and within the time prescribed by the terms of the Proposal subject to the provisions of Paragraph No. 6; (ii) failure to pay, within 30 days of notice that payment is due, the amount required by the terms of the Guarantee; or (iii) failure to repair or replace defective equipment, material or workmanship within the Warranty Period within 60 days after receipt of notice from the Owner.

29. **REMEDIES.** Upon the occurrence of an Event of Default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate action to enforce the terms of this Contract, (ii) recover damage for the breach of this Contract, and (iii) rescind this Contract as to any or all of the ECM's. In addition, the parties shall remain liable for all covenants and indemnities under this Contract, and for all attorney fees and other costs and expenses, including court costs, incurred with respect to the enforcement of any of the remedies listed above or any other remedy available to either party to this Contract.

30. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** The Owner and PSI mutually waive any and all claims against each other for any and all consequential and/or speculative damages or losses and incidental costs and expenses arising out of or relating to the Contract and whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes:

- (a) damages incurred by the Owner for rental expenses, for losses of use, business interruption, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (b) damages incurred by PSI for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

31. **OWNER'S REMEDIES.** The Owner's remedies with respect to equipment found to be defective in material or workmanship, or the installation thereof, shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL PSI BE LIABLE FOR CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON CONTRACT, STATUTE, TORT (NEGLIGENT OR INTENTIONAL), STRICT LIABILITY OR EXPRESS OR IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF

THE USE OR MISUSE OF EQUIPMENT, OR FAILURE OF SUCH EQUIPMENT, REGARDLESS OF THE CONFORMITY WITH THE TERMS AND CONDITIONS THIS CONTRACT.

32. **ENFORCEMENT OF CONTRACT.** In the event that either party is required to enforce any of the terms and conditions of this Contract, or is entitled to recover from either party any damages or moneys, then such prevailing party shall be entitled to recover its attorney fees incurred for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and all court costs, fees paid to experts, arbitration fees and similar expenses.
33. **MODIFICATIONS.** Additions, deletions, and modifications to the Contract may be made upon the mutual written agreement of the parties. Such additions may include proposals from PSI for additional Work.
34. **NOTICES.** All notices or communications related to this Contract shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the representative listed in Paragraph Nos. 24 and 25 above..
35. **WAIVER.** No action or failure to act by the PSI shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
36. **SEVERABILITY.** Every provision of the Contract is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Contract and shall not affect the validity of the remainder of the Subcontract.
37. **CONTROLLING LAW.** This Contract, and all matters arising out of or relating to it, shall be governed by and construed in accordance with the law of the State of Indiana. Venue and forum for any action or proceeding shall be Indianapolis, Indiana.
38. **ASSISTANCE WITH FEDERAL PROGRAMS.** The Internal Revenue Code allows various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. Owner agrees to assist PSI in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. PSI agrees to reimburse the Owner for any labor or other costs incurred by Owner in helping PSI complete applications for these programs.
39. **SOFTWARE UPGRADES AND COMPATIBILITY; REMOTE ACCESS.** It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of PSI. Owner shall be responsible for all costs associated with any and all software upgrades and/or compatibility requirements. In addition, during the Contract Time and the period of the Guarantee, Owner agrees to grant PSI remote access as follows:
- (a) Access to Owner's HVAC system via VPN connection;
 - (b) Access to relay emails from the HVAC devices for alarm notification and energy reporting;
 - (c) Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;
 - (d) Access for use in commissioning HVAC devices;
 - (e) Owner understands and acknowledges that the building automation system for the Project will be uploading telemetry and building control system operating data to a centralized online repository for ease of management and reporting. Owner agrees to allow unrestricted outbound internet access as appropriate to facilitate communications from the equipment installed by PSI.

END OF DOCUMENT



Elkhart Community School Corporation
Improvement List
12/16/2021



Scope of Work	No.	Description	Installed Price	Annual Energy Savings	Annual Operational Savings	Payback
Mary Daly Elementary School						
		Boiler Replacement				
		* Replace (4) existing boilers with (3) 1,500 MBH high efficiency boilers				
		* Replace (4) inline HW boiler pumps with (3) new variable speed boiler pumps				
		* Repipe the hot water piping to the boilers to support new configuration				
		* Connect new boiler controllers to new building automation system				
		Central Plant Improvements				
		* Replace (2) chillers with (1) 165 ton air cooled chiller with remote barrel				
		* Replace (3) base mounted chilled water pumps with (2) new variable speed pumps				
		* Repipe central plant to eliminate the dual temperature system, convert to 4 pipe				
		* Replace the base mounted hot water pumps				
		* Install new digital controls on the new central plant equipment				
		Unit Ventilator Replacement (2-pipe to 4-pipe)				
		* Remove (25) existing unit ventilators and (2) fan coil units				
		* Install vertical units in (25) classrooms with overhead air distribution				
		* Install (2) 4-pipe fan coil units				
		* Install outside air intake louvers in the back of each unit				
		* Install new hot water piping to each VCU, converting the system to 4-pipe				
		* Connect power to each vertical classroom unit				
		* Install nine (9) variable speed fan powered reliefs				
		Air Handling Unit Replacement				
		* Replace (2) 1981 air handling units				
		* Convert the existing constant speed air handling units to variable speed				
		* Install digital controls on all new air handling units and existing air handling units				
		* Install VFD on each unit				
x	Base Bid	Mary Dale Elementary School Base Bid Total	\$2,914,977	\$26,900	\$416,425	6.58
Mary Daly Elementary School Alternate A1 - Eliminate Pneumatic Controls						
		* Replace sixteen (16) fan coil units with new units (digital controls and low temp heating coils)				
		* Replace seventeen (17) VAV boxes with new units (digital controls and low temp heating coils)				
		* Replace seven (7) convectors with new units (digital controls and low temp heating coils)				
		* Replace fifteen (15) cabinet unit heaters with new units (digital controls and low temp heating coils)				
		* Replace twenty-one (21) exhaust fans with new units (digital controls)				
x	MDES-A1	Pneumatic Control Replacement	\$807,707		\$115,387	
		Mary Daly Elementary School Total	\$3,722,685	\$26,900	\$531,812	6.66
West Side Middle School						
		Chiller Replacement				
		* Replace (1) chiller in chiller room with 100 ton air cooled chiller with remote barrel				
		* Replace (2) base mounted chilled water pumps with new variable speed pumps				
		* Install new digital controls for the chilled water plant				
		Boiler Replacement				
		* Replace existing boilers with (3) 3,000 MBH high efficiency boilers				
		* Install new digital controls on the hot water plant equipment				
		Induction VAV Replacement with overhead VAV				
		* Remove existing induction VAV units				
		* Install VAV boxes and supply ductwork above the ceiling in (41) classrooms				
		* Extend medium pressure ductwork to above the ceiling of the 2nd floor classrooms				
		Unit Ventilator Replacement				
		* Remove existing unit ventilators				
		* Install vertical units in (4) classrooms with overhead air distribution				
		* Install outside air intake louvers in the back of each unit				
		* Connect power to each vertical classroom unit				
x	Base Bid	West Side Middle School Total	\$1,902,960	\$4,496	\$271,851	6.89
Elkhart High School						
		Chiller Replacement				
		* Replace (1) chiller in HS chiller room with 385 ton variable speed centrifugal chiller				
		* Replace the constant speed primary chilled water pump with new variable speed pump				
		* Disconnect power and controls from the existing equipment and reconnect to the new equipment				
		Cooling Tower Replacement				
		* Remove the existing cooling towers and condenser water pumps				
		* Install new cooling towers on raised structure				
		* Install new condenser water pumps				
		* Disconnect power and controls from the existing equipment and reconnect to the new equipment				
		* Cooling tower structural support being bid in the general trades package in January				
		Motor Control Center Replacement				
		* Remove the existing motor control center				
		* Remove the original hot water and chilled water pumps powered from the MCC				
		* Install nine (9) new hot water and chilled water pumps				
		* Install new VFD's to power the new pumps and the existing AHU-D5				
		* Disconnect power and controls from the existing equipment and reconnect to the new equipment				
x	Base Bid	Elkhart High School Total	\$2,065,716	\$58,406	\$295,102	5.84
		Total	\$7,691,360	\$89,802	\$1,098,766	6.47



PERFORMANCE GUARANTEE AGREEMENT

Contract: Guaranteed Energy Savings Contract
Owner: Elkhart Community Schools
Project: 2021 Guaranteed Energy Savings Contract Project
Mary Daly Elementary School
1735 Strong Ave.
Elkhart, IN 46514

Qualified Provider:

Company Name: Performance Services, Inc.
Address: 4670 Haven Point Blvd, Suite 200
City, State, Zip: Indianapolis, IN 46280
Representative: Mark Titus, General Manager - Indiana

Performance Guarantee Information:

Annual Guaranteed Operational Savings Amount = \$ 1,098,766
Annual Guaranteed Energy Savings Amount = \$ 89,802

Total Annual Guaranteed Amount = \$ 1,188,568

Program Term = 10 Years

Guarantee

Pursuant to the terms of this Performance Guarantee Agreement (the "Guarantee"), Qualified Provider guarantees that Owner will annually save the Total Annual Guaranteed Amount during the Program Term.

The Guarantee shall commence once the Energy Conservation Measures ("ECMs") specified in the Contract are installed by the Qualified Provider and accepted by Owner, the Owner's staff has been trained to operate the ECMs, the ECMs have been optimized by the Qualified Provider and the Qualified Provider has received final payment from the Owner.

The date of commencement of the Guarantee (the "Guarantee Commencement Date") shall be established by the Owner and Qualified Provider by their signatures on a Guarantee Commencement Letter.

The Guarantee shall be fulfilled and fully satisfied once the Calculated Savings, as defined below, equal or exceed the Annual Guaranteed Energy Savings Amount multiplied by the Program Term.

Utility Rate

The utility information that is used in this Guarantee shall be for the one-year period from January 2019 through December 2019. During the Program Term, the actual twelve (12) month period then occurring and being evaluated shall be referred to as the "Current Year" and the savings calculated during that Current Year shall be referred to as the Current Year Savings. Current Year utility rate data shall be used in calculating the Current Year Savings, provided the Current Year utility rates are not less than Base Year utility rates.

If Current Year utility rates drop below Base Year rates, Base Year rates shall be used to calculate Current Year Savings. Any energy savings generated during the installation phase of this Project shall

be added to the Current Year Savings achieved during the first Current Year of the Program Term.

Measurement & Verification

Energy savings will be measured and verified (“M&V”) by various methods depending on the ECM (the “Calculated Savings”). Calculated Savings are referred to by the U.S. Department of Energy as “Actual Savings” and shall have the same meaning when referred to herein. The M&V methods are based upon the *U.S. Department of Energy (DOE) M&V Guidelines: Measurement and Verification for Performance-Based Contracts Version 4.0*. The M&V methods to be used in calculating energy savings are defined below and identified for each ECM within this Guarantee and associated Schedules.

DOE Methods of M&V:

- Option A – Retrofit Isolation with Key Parameter Measurement (Stipulated engineering calculation)
- Option B – Retrofit Isolation with All Parameter Measurement (Measured and verified with runtimes and utility data)
- Option C – Whole Facility Measurement (Analysis of whole facility utility meter or sub-meter data using techniques from simple comparison to regression analysis)
- Option D – Calibrated Simulation (Energy use simulation calibrated with hourly or monthly utility billing data and/or end-use metering)

Number of Facilities: 1

Facility 1	
ECM Description	M&V Method
Chiller Replacement	Option A - Stipulated
Pump Replacement	Option A - Stipulated
Air handling unit replacement	Option A - Stipulated
Unit ventilator replacement	Option A - Stipulated
Boiler Replacement	Option A - Stipulated

The Owner shall pay the Qualified Provider the annual Energy Monitoring fees identified below. For these fees, the Provider shall provide an annual report containing Calculated Savings, equipment runtime data (if applicable) and utility data each year within 120 days following the conclusion of each year during the Program Term. Provider will also prepare and deliver to Owner the appropriate annual state reports as required by statute on annual basis.

Gas Savings

Option A - Calculated Gas Savings are based on formulas contained in Schedule A and are considered stipulated for the term of the Guarantee.

Other Savings & Adjustments

Energy savings resulting from the improvements or recommendations provided as part of the Contract (including physical improvements, operational recommendations, utility rate change recommendations or any other recommendation that reduce energy costs) during the life of the Guarantee that are not accounted for with the calculations identified herein shall be included in total of Calculated Savings. Such energy savings shall be calculated based on industry standard methods.

Increased energy usage resulting from increasing outside air amounts to meet current building codes, additional square footage being added to the building, air-conditioning of areas that were previously not air-conditioned and other identified energy adjustments shall be added to Base Year energy costs in the

amounts shown on Schedule A.

Energy savings or losses resulting from Owner modifications and overrides outside the scope of the Guarantee during the Program Term are considered Owner override adjustments and will be reflected in an adjustment to the Base Year. Examples of Owner overrides include unscheduled (undisclosed) physical improvements, plug load changes, changes to occupied schedules, etc.

Operational Savings

Operational Savings exist when an improvement implemented under the Contract reduces future repair or replacement labor and/or material monies that would have otherwise been expended if the improvement was not implemented. The agreed-upon Operational Savings included in Schedule A shall be combined with Energy Savings to arrive at the Total Annual Guaranteed Amount. These are considered stipulated savings and will be included in the Total Annual Guaranteed Amount for the Program Term.

Energy Monitoring

Energy monitoring services shall be performed by the Qualified Provider as described in this Guarantee. The Guarantee is void if the Owner ceases paying the Energy Monitoring Fees identified below. The annual Energy Monitoring Fees shall be paid semi-annually in advance.

Year	Price
1	Included
2	\$1,250
3	\$1,250
4	\$1,250
5	\$1,250
6	\$1,250
7	\$1,250
8	\$1,250
9	\$1,250
10	\$1,250

The Owner has the right to request that the Qualified Provider change the scope of this Guarantee at the end of each Current Year to reduce monitoring/reporting labor and its associated costs.

Other Requirements

Owner agrees to maintain the physical plant and all existing equipment/systems affecting energy efficiency such that the condition of the existing equipment/systems during the Program Term of Guarantee is at least equal to the condition at the completion of the Contract. Owner also agrees to properly maintain all new and existing equipment and operate all of the new and existing systems as described in the Qualified Provider's Proposal, Contract and Guarantee.

If the Owner fails to operate the equipment/systems as described herein and such failure results in reduced energy savings, then Calculated Savings shall be adjusted to the benefit of the Qualified Provider to offset lost energy savings caused by such failures by the Owner as described above.

A guarantee bond to insure the faithful performance of the Guarantee is only required for portions of the Annual Guaranteed Energy Savings Amount that are not stipulated savings.

The calculations contained within this Guarantee and any M&V Plan which may be incorporated in the Contract shall be used exclusively in calculating savings over the Program Term. No additional M&V methods shall be used in determining the performance of this Guarantee related to energy or operational savings, unless agreed to in writing by both the Owner and Qualified Provider. By signing below, the Owner and Qualified Provider are fully accepting this Guarantee and all of its provisions, requirements, calculations, amounts and conditions.

Elkhart Community Schools

Printed Name

Title

Signature

Date

Performance Services, Inc.

Mark Titus

Printed Name

General Manager - Indiana

Title

Signature

Date



Elkhart Community Schools Energy Savings Summary

Improvements	Energy Savings						Total
	Gross Electric	Safety Factor	Net Electric	Gross Gas	Safety Factor	Net Gas	
MARY DALY ELEMENTARY							
* Savings due to replacement of old boilers with high efficiency units		10%	\$0	\$4,279	10%	\$3,851	\$3,851
* Savings due to replacement of old chillers with high efficiency chiller	\$1,072	10%	\$965		10%	\$0	\$965
* Savings due to replacement of old constant speed pumps with high efficiency variable speed pumps	\$15,234	10%	\$13,711		10%	\$0	\$13,711
* Savings due to replacement of old air handling units with high efficiency units	\$5,806	10%	\$5,226		10%	\$0	\$5,226
* Savings due to replacement of old unit ventilators with high efficiency units	\$3,498	10%	\$3,148		10%	\$0	\$3,148
Mary Daly ES Total Savings	\$25,610		\$23,049	\$4,279		\$3,851	\$26,900
WEST SIDE MIDDLE SCHOOL							
* Savings due to replacement of old boilers with high efficiency units		10%	\$0	\$4,335	10%	\$3,901	\$3,901
* Savings due to replacement of old chiller with high efficiency chiller	\$1,960	10%	\$1,764		10%	\$0	\$1,764
* Savings due to replacement of old constant speed pumps with high efficiency variable speed pumps	(\$1,860)	0%	(\$1,860)		10%	\$0	(\$1,860)
* Savings due to replacement of old unit ventilators with high efficiency units	\$768	10%	\$691		10%	\$0	\$691
West Side MS Total Savings	\$868		\$595	\$4,335		\$3,901	\$4,496
ELKHART HIGH SCHOOL							
* Savings due to replacement of old constant speed pumps with high efficiency variable speed pumps	\$64,895	10%	\$58,406		10%	\$0	\$58,406
West Side MS Total Savings	\$64,895		\$58,406	\$0		\$0	\$58,406
TOTAL	\$91,373		\$82,050	\$8,613		\$7,752	\$89,802



Schedule A



WEST SIDE MIDDLE SCHOOL		Electric Utility: Account # : 142,522		Gas Utility: Account # : 17,199		Total		Read Dates		Consumption		Peak Demand		Customer Charge		Adjustment		Delivery Charge		Pipeline Trans. Charge		Total		Grand Total	
Year	Month	Start	End	kWh	\$	kW	\$	\$	Start	End	Therms	\$	kw	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jan	1/11/19	to 2/11/19	60,300	\$ 7,724	278	\$	\$	12/20/18	to 1/23/19	5,478	\$ 1,986	278	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Feb	2/11/19	to 3/11/19	55,200	\$ 7,316	267	\$	\$	1/23/19	to 2/21/19	6,489	\$ 1,493	267	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Mar	3/12/19	to 4/11/19	51,900	\$ 7,029	261	\$	\$	2/21/19	to 3/21/19	5,079	\$ 423	261	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Apr	4/11/19	to 5/10/19	60,300	\$ 7,683	339	\$	\$	3/21/19	to 4/22/19	3,167	\$ 206	339	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	May	5/10/19	to 6/12/19	68,400	\$ 9,001	384	\$	\$	4/22/19	to 5/21/19	2,448	\$ 109	384	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jun	6/12/19	to 7/13/19	44,100	\$ 6,624	267	\$	\$	5/21/19	to 6/20/19	1,438	\$ 254	267	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jul	7/13/19	to 8/10/19	47,400	\$ 6,834	270	\$	\$	6/20/19	to 7/23/19	969	\$ 646	270	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Aug	8/10/19	to 9/11/19	86,100	\$ 10,410	293	\$	\$	7/23/19	to 8/21/19	1,011	\$ 1,104	293	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Sep	9/11/19	to 10/9/19	79,800	\$ 10,395	402	\$	\$	8/21/19	to 9/20/19	1,404	\$ 1,459	402	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Oct	10/9/19	to 11/8/19	59,400	\$ 7,937	342	\$	\$	9/20/19	to 10/22/19	2,176	\$ 2,599	342	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Nov	11/8/19	to 12/12/19	59,100	\$ 6,980	267	\$	\$	10/22/19	to 11/20/19	4,012	\$ 3,046	267	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Dec	12/12/19	to 1/13/20	46,200	\$ 6,066	246	\$	\$	11/20/19	to 12/19/19	38,211	\$ 15,841	246	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Total				718,200	\$ 93,998	3,617	\$	\$			93,998	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

MARY DALY ELEMENTARY		Electric Utility: Account # : 81,267		Gas Utility: Account # : 18,365		Total		Read Dates		Consumption		Peak Demand		Customer Charge		Adjustment		Delivery Charge		Pipeline Trans. Charge		Total		Grand Total	
Year	Month	Start	End	kWh	\$	kW	\$	\$	Start	End	Therms	\$	kw	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jan	1/11/19	to 2/11/19	37,120	\$ 4,253	159	\$	\$	1/7/19	to 2/5/19	6,665	\$ 3,076	159	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Feb	2/11/19	to 3/11/19	33,600	\$ 3,881	157	\$	\$	2/5/19	to 3/6/19	5,001	\$ 2,208	157	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Mar	3/12/19	to 4/11/19	30,720	\$ 3,678	159	\$	\$	3/6/19	to 4/4/19	3,659	\$ 1,632	159	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Apr	4/11/19	to 5/10/19	33,440	\$ 4,416	209	\$	\$	4/4/19	to 5/3/19	2,165	\$ 834	209	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	May	5/10/19	to 6/12/19	38,160	\$ 4,824	213	\$	\$	5/3/19	to 6/5/19	1,159	\$ 332	213	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jun	6/12/19	to 7/13/19	30,160	\$ 3,882	167	\$	\$	6/5/19	to 7/8/19	926	\$ 375	167	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Jul	7/13/19	to 8/10/19	33,600	\$ 4,383	186	\$	\$	7/8/19	to 8/5/19	744	\$ 246	186	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Aug	8/10/19	to 9/11/19	48,960	\$ 5,774	227	\$	\$	8/5/19	to 9/5/19	877	\$ 283	227	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Sep	9/11/19	to 10/9/19	50,160	\$ 6,215	234	\$	\$	9/5/19	to 10/3/19	2,528	\$ 269	234	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Oct	10/9/19	to 11/8/19	35,920	\$ 4,424	179	\$	\$	10/3/19	to 11/4/19	4,060	\$ 1,686	179	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Nov	11/8/19	to 12/12/19	36,080	\$ 4,084	148	\$	\$	11/4/19	to 12/4/19	4,060	\$ 1,686	148	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
2019	Dec	12/12/19	to 1/13/20	29,360	\$ 3,654	148	\$	\$	12/4/19	to 1/6/19	33,115	\$ 13,792	148	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
Total				437,280	\$ 53,469	2,186	\$	\$			53,469	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	



Schedule A



BOILER REPLACEMENT SAVINGS
Mary Daly Elementary

Existing Boiler Data

* Burner manufacturer, age, model number:	
* Burner size:	
* Number of boilers:	4
* Catalog boiler seasonal efficiency:	80%
* Jacket losses (radiation & convection)	3%
* Burner firing rate losses	7%
* Average seasonal efficiency	70%
* Fuel type:	Natural gas
* Cost of fuel:	\$0.58 / therm
* Fuel conversion factor:	100,000 BTU / therm
* Total heating cost:	\$ 19,301 / year
* Kitchen fuel cost:	\$ 500 / year
* Domestic HW heating costs:	\$ 1,500 / year
* Building heating costs:	\$ 17,301 / year
* Building heating requirement boiler output:	2,077,848,890 BTU / year

Proposed Boiler Data

* Number of boilers:	3
* Percent "design day" load carried per boiler:	33%
* Proposed boiler seasonal heating efficiency:	93%
* Building heating costs:	\$ 13,022 / year

Boiler replacement savings:	\$ 4,279 / year
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Schedule A



**BOILER REPLACEMENT SAVINGS
West Side Middle School**

Existing Boiler Data

* Burner manufacturer, age, model number:	
* Burner size:	
* Number of boilers:	4
* Catalog boiler seasonal efficiency:	80%
* Jacket losses (radiation & convection)	3%
* Burner firing rate losses	7%
* Average seasonal efficiency	70%
* Fuel type:	Natural gas
* Cost of fuel:	\$0.58 / therm
* Fuel conversion factor:	100,000 BTU / therm
* Total heating cost:	\$ 22,027 / year
* Kitchen fuel cost:	\$ 1,500 / year
* Domestic HW heating costs:	\$ 3,000 / year
* Building heating costs:	\$ 17,527 / year
* Building heating requirement boiler output:	2,128,313,118 BTU / year

Proposed Boiler Data

* Number of boilers:	3
* Percent "design day" load carried per boiler:	33%
* Proposed boiler seasonal heating efficiency:	93%
* Building heating costs:	\$ 13,192 / year

Boiler replacement savings:	\$ 4,335 / year
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Schedule B



Chiller Efficiency Savings											
Elkhart Community Schools											
System ID	Quantity	Efficiency (kW / Ton)	Total Tonnage	Total kW	Average Output	Average kW	Average Tonnage	Operating Hours / Year	Usage (kWh/yr)	Rate (\$/kWh)	Usage (\$/yr)
Mary Daily Elementary											
<i>Existing</i>											
Trane Chiller	1	1.41	76.40	107.57	50%	53.79	38.20	1,453	78,150	\$ 0.122	\$ 9,556
York Chiller	1	1.41	56.40	79.41	50%	39.71	28.20	1,453	57,692	\$ 0.122	\$ 7,054
Subtotal			132.80			93.49	66.40		135,843		\$ 16,610
Proposed											
Air Cooled Chiller	1	1.15	169	194.35	45%	87.46	76.05	1,453	127,076	\$ 0.122	\$ 15,538
Total Savings									8,767		\$ 1,072
West Side Middle School											
<i>Existing</i>											
Trane Chiller	1	1.41	95.50	134.46	50%	67.23	47.75	1,453	97,688	\$ 0.131	\$ 12,785
Subtotal			95.50			67.23	47.75		97,688		\$ 12,785
Proposed											
Air Cooled Chiller	1	1.15	99	113.85	50%	56.93	49.50	1,453	82,712	\$ 0.131	\$ 10,825
Total Savings									14,976		\$ 1,960

Note:

1. Average Output is calculated based on existing tonnage installed and calculated load.
 AO = (calculated load / installed tons) * (60% average annual loading)

2. Efficiency based on part load operation of 19 year old equipment, used 1.28 kW/ton x 1.10 fouling factor.



PUMP MOTOR SAVINGS										
Building	System ID	HP	Speed	Volts	Motor Effic.	kW	Operating Hours / Year	Usage (kWh)	Rate (kWh)	Cost (\$)
Mary Daly Elementary	Existing Pump P-1	10.0	100%	460	80%	7.5	(6,990)	(52,145)	\$ 0.122	\$ (6,376)
Mary Daly Elementary	Existing Pump P-2	10.0	100%	460	80%	7.5	(6,990)	(52,145)	\$ 0.122	\$ (6,376)
Mary Daly Elementary	Existing Pump P-3	3.0	100%	460	80%	2.2	(1,453)	(3,252)	\$ 0.122	\$ (398)
Mary Daly Elementary	Existing Pump P-4	2.0	100%	460	75%	1.6	(1,453)	(2,312)	\$ 0.122	\$ (283)
Mary Daly Elementary	Existing Pump P-5	10.0	100%	460	80%	7.5	(5,537)	(41,306)	\$ 0.122	\$ (5,051)
Mary Daly Elementary	Existing Pump P-6	10.0	100%	460	80%	7.5	(5,537)	(41,306)	\$ 0.122	\$ (5,051)
Mary Daly Elementary	Existing Pump P-7	0.5	100%	460	75%	0.4	(5,537)	(2,203)	\$ 0.122	\$ (269)
Mary Daly Elementary	Existing Pump P-8	0.5	100%	460	75%	0.4	(5,537)	(2,203)	\$ 0.122	\$ (269)
Mary Daly Elementary	Existing Pump P-9	0.5	100%	460	75%	0.4	(5,537)	(2,203)	\$ 0.122	\$ (269)
Mary Daly Elementary	Existing Pump P-10	0.5	100%	460	75%	0.4	(5,537)	(2,203)	\$ 0.122	\$ (269)
Mary Daly Elementary	New Pump P-1	10.0	80%	460	91%	3.4	1,453	4,879	\$ 0.122	\$ 597
Mary Daly Elementary	New Pump P-2	10.0	80%	460	91%	3.4	1,453	4,879	\$ 0.122	\$ 597
Mary Daly Elementary	New Pump P-3	15.0	80%	460	91%	5.0	5,537	27,888	\$ 0.122	\$ 3,410
Mary Daly Elementary	New Pump P-4	15.0	80%	460	91%	5.0	5,537	27,888	\$ 0.122	\$ 3,410
Mary Daly Elementary	New Pump P-5	2.0	80%	460	91%	0.7	5,537	3,718	\$ 0.122	\$ 455
Mary Daly Elementary	New Pump P-6	2.0	80%	460	91%	0.7	5,537	3,718	\$ 0.122	\$ 455
Mary Daly Elementary	New Pump P-7	2.0	80%	460	91%	0.7	5,537	3,718	\$ 0.122	\$ 455
	Subtotal					7.5		(52,145)		\$ (15,234)
West Side Middle School	Existing Pump P-2	3.0	100%	460	80%	2.2	(1,453)	(3,252)	\$ 0.131	\$ (426)
West Side Middle School	New Pump P-2	1.5	80%	460	91%	0.5	1,453	732	\$ 0.131	\$ 96
West Side Middle School	New Pump BP-1	3.0	80%	460	91%	1.0	5,537	5,578	\$ 0.131	\$ 730
West Side Middle School	New Pump BP-2	3.0	80%	460	91%	1.0	5,537	5,578	\$ 0.131	\$ 730
West Side Middle School	New Pump BP-3	3.0	80%	460	91%	1.0	5,537	5,578	\$ 0.131	\$ 730
	Subtotal					2.2		(3,252)		\$ 1,860
Elkhart High School	Existing Pump P-2	15.0	100%	460	80%	11.2	(1,453)	(16,259)	\$ 0.131	\$ (2,128)
Elkhart High School	Existing Pump P-1	50.0	100%	460	85%	35.1	(1,453)	(51,009)	\$ 0.131	\$ (6,676)
Elkhart High School	Existing Pump P-2	50.0	100%	460	85%	35.1	(1,453)	(51,009)	\$ 0.131	\$ (6,676)
Elkhart High School	Existing Pump P-3	50.0	100%	460	85%	35.1	(1,453)	(51,009)	\$ 0.131	\$ (6,676)
Elkhart High School	Existing Pump P-4	50.0	100%	460	85%	35.1	(1,453)	(51,009)	\$ 0.131	\$ (6,676)
Elkhart High School	Existing Pump P-5	30.0	100%	460	80%	22.4	(1,453)	(32,518)	\$ 0.131	\$ (4,256)
Elkhart High School	Existing Pump P-6	30.0	100%	460	80%	22.4	(1,453)	(32,518)	\$ 0.131	\$ (4,256)
Elkhart High School	Existing Pump P-7	50.0	100%	460	85%	35.1	(5,537)	(194,381)	\$ 0.131	\$ (25,441)
Elkhart High School	Existing Pump P-8	50.0	100%	460	85%	35.1	(5,537)	(194,381)	\$ 0.131	\$ (25,441)
Elkhart High School	Existing Pump P-9	15.0	100%	460	80%	11.2	(5,537)	(61,959)	\$ 0.131	\$ (8,109)
Elkhart High School	Existing Pump P-10	15.0	100%	460	80%	11.2	(5,537)	(61,959)	\$ 0.131	\$ (8,109)
Elkhart High School	Existing Pump P-11	15.0	100%	460	80%	11.2	(5,537)	(61,959)	\$ 0.131	\$ (8,109)
Elkhart High School	New Pump P-2	10.0	80%	460	91%	3.4	1,453	4,879	\$ 0.131	\$ 639
Elkhart High School	New Pump P-4	40.0	80%	460	91%	13.4	1,453	19,516	\$ 0.131	\$ 2,554
Elkhart High School	New Pump P-5	40.0	80%	460	91%	13.4	1,453	19,516	\$ 0.131	\$ 2,554
Elkhart High School	New Pump P-6	60.0	80%	460	91%	20.1	1,453	29,273	\$ 0.131	\$ 3,831
Elkhart High School	New Pump P-7	60.0	80%	460	91%	20.1	1,453	29,273	\$ 0.131	\$ 3,831
Elkhart High School	New Pump P-8	30.0	80%	460	91%	10.1	1,453	14,637	\$ 0.131	\$ 1,916
Elkhart High School	New Pump P-9	30.0	80%	460	91%	10.1	1,453	14,637	\$ 0.131	\$ 1,916
Elkhart High School	New Pump P-10	40.0	80%	460	91%	13.4	5,537	74,369	\$ 0.131	\$ 9,733
Elkhart High School	New Pump P-11	40.0	80%	460	91%	13.4	5,537	74,369	\$ 0.131	\$ 9,733
Elkhart High School	New Pump P-12	15.0	80%	460	91%	5.0	5,537	27,888	\$ 0.131	\$ 3,650
Elkhart High School	New Pump P-13	15.0	80%	460	91%	5.0	5,537	27,888	\$ 0.131	\$ 3,650
Elkhart High School	New Pump P-14	15.0	80%	460	91%	5.0	5,537	27,888	\$ 0.131	\$ 3,650
	Subtotal					11.2		(16,259)		\$ (64,895)
TOTAL						20.9		(71,656)		\$ (78,269)



Schedule B

FAN MOTOR RUNTIME SAVINGS

Building	System ID	Motor HP	Break HP / Motor HP	kw / HP	Fan Speed	Fan kW	Operating Hrs / Yr	Motor Efficiency	Savings (kWh)	Rate (kWh)	Cost (\$)
Mary Daly Elementary	Existing AHU-A2	5.00	1.00	0.746	100%	5	(3,606)	80%	(16,812)	\$ 0.122	\$ (2,056)
Mary Daly Elementary	Existing AHU-MB3	15.00	1.00	0.746	100%	14	(3,606)	80%	(50,436)	\$ 0.122	\$ (6,167)
Mary Daly Elementary	AHU-A2	5.00	1.00	0.746	80%	2	2,354	91%	4,940	\$ 0.122	\$ 604
Mary Daly Elementary	AHU-MB3	15.00	1.00	0.746	80%	6	2,354	91%	14,821	\$ 0.122	\$ 1,812
Subtotal									19,762		\$ (5,806)



Fan Runtime Savings

Current Fan Runtime

Description	System ID	SCHOOL YEAR										SUMMER SCHOOL										SUMMER					Total Runtime	
		Weeks / year =		40 Cycle Time =		15% Weeks / year =		7 Cycle Time =		5% Weeks / year =		5 Cycle Time =		5 Cycle Time =		5 Cycle Time =		5 Cycle Time =		5 Cycle Time =		Total Runtime	5% Total Runtime	5% Cycle Time				
		ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF	ON	OFF				ON	OFF		ON
Mary Daly Elementary	AHU-A2	7.0	18.0					17	2,878	7.0	18.0					6	425	7.0	18.0							6	303	3,606
Mary Daly Elementary	AHU-MB3	7.0	18.0					17	2,878	7.0	18.0					6	425	7.0	18.0							6	303	3,606

Future Fan Runtime

Description	System ID	SCHOOL YEAR										SUMMER SCHOOL										SUMMER					Total Runtime	
		Weeks / year =		40 Cycle Time =		10% Weeks / year =		7 Cycle Time =		10% Weeks / year =		5 Cycle Time =		10% Total Runtime		5 Cycle Time =		5 Cycle Time =		5 Cycle Time =		Total Runtime	10% Total Runtime	10% Cycle Time				
		ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF	ON	OFF				ON	OFF		ON
Mary Daly Elementary	AHU-A2	8.0	15.0					13	1,952	8.0	15.0					13	338	8.0	15.0							13	17	2,354
Mary Daly Elementary	AHU-MB3	8.0	15.0					13	1,952	8.0	15.0					13	338	8.0	15.0							13	17	2,354

Reduced Fan Runtime

Description	System ID	SCHOOL YEAR										SUMMER SCHOOL										SUMMER					Total Runtime		
		Weeks / year =		40 Cycle Time =		946 Total Runtime		7 Cycle Time =		946 Total Runtime		86 Total Runtime		5 Cycle Time =		5 Cycle Time =		5 Cycle Time =		Total Runtime	5% Total Runtime	5% Cycle Time							
		ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF	ON	OFF	SAT	SUN	ON	OFF				ON	OFF	ON	OFF			
Mary Daly Elementary	AHU-A2																												1,252
Mary Daly Elementary	AHU-MB3																												1,252


VERTICAL CLASSROOM UNIT INSTALLATION

Building	System ID	Quantity	Full Load Power		Motor Efficiency	Fan Speed		Average kW	Operating Hrs / Yr	Consumption (kWh)	Rate (kWh)	Cost (\$)
			(HP)	(kW)		Current	Future					
Mary Daly Elementary School	Existing constant speed unit ventilators	23	0.75	0.658	85%	100%	100%	0.658	2,354	35,640	\$ 0.122	\$ 4,358
Mary Daly Elementary School	Variable speed Classroom VCU	23	0.75	0.602	93%	100%	60%	0.130	2,354	7,036	\$ 0.122	\$ 860
Mary Daly Elementary School Savings Total \$ 3,498												
West Side Middle School	Existing constant speed unit ventilators	4	0.75	0.658	85%	100%	100%	0.658	2,735	7,201	\$ 0.131	\$ 942
West Side Middle School	Variable speed Classroom VCU	4	0.75	0.602	93%	100%	60%	0.130	2,566	1,334	\$ 0.131	\$ 175
West Side Middle School Savings Total \$ 768												

Elkhart Community Schools Elkhart High School

Elkhart, Indiana



NOVEMBER 9, 2021

SUPERINTENDENT:
Steve Traubelmer, Ph. D.

SCHOOL BOARD:
Roscoe Enfield Jr.
Dacey Davis
Troy Scott
Babette Bolling
Kellee Mullins
Anne VonDerVelden
Douglas Weaver



PROJECT LOCATION

Elkhart High School
2828 Cambridge Road, Elkhart, IN 46514
2021-22

DRAWING INDEX

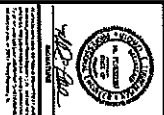
- S-101 CONTAINS TYPICAL SPREAD/FLOOR AND DETAILS
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- M-402 MECHANICAL REGISTRATION SHEET
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Fort Wayne
2828 Lake Ave.
Fort Wayne, Indiana 46805
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info@primary-eng.com

Indianapolis
www.primary-eng.com

Renovations to
Elkhart High School
Elkhart, IN 46514
Elkhart Community Schools
Guaranteed Energy
Savings Contract



PRIMARY ENGINEERING INC.
Fort Wayne
2828 Lake Ave.
Fort Wayne, IN 46805
260.424.0444
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www.primary-eng.com

COVER

Elkhart Community Schools Mary Daly Elementary School

Elkhart, Indiana



NOVEMBER 9, 2021

SUPERINTENDENT:
Steve Thalheimer, Ph. D.

SCHOOL BOARD:
Roscoe Enfield Jr.
Dacey Davis
Troy Scott
Babette Bailing
Kellie Mullins
Anne VanDerVellen
Douglas Weaver



PROJECT LOCATION

Mary Daly Elementary School
1726 Spruce Ave. Elkhart, IN 46514
2020.10

4-001	MECHANICAL REPAIR SHEET	4-001	ELECTRICAL REPAIR SHEET
4-102	MECHANICAL REPAIR SHEET	4-102	ELECTRICAL REPAIR SHEET
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4-157	MECHANICAL REPAIR SHEET	4-157	ELECTRICAL REPAIR SHEET
4-158	MECHANICAL REPAIR SHEET	4-158	ELECTRICAL REPAIR SHEET
4-159	MECHANICAL REPAIR SHEET	4-159	ELECTRICAL REPAIR SHEET
4-160	MECHANICAL REPAIR SHEET	4-160	ELECTRICAL REPAIR SHEET
4-161	MECHANICAL REPAIR SHEET	4-161	ELECTRICAL REPAIR SHEET
4-162	MECHANICAL REPAIR SHEET	4-162	ELECTRICAL REPAIR SHEET
4-163	MECHANICAL REPAIR SHEET	4-163	ELECTRICAL REPAIR SHEET
4-164	MECHANICAL REPAIR SHEET	4-164	ELECTRICAL REPAIR SHEET
4-165	MECHANICAL REPAIR SHEET	4-165	ELECTRICAL REPAIR SHEET
4-166	MECHANICAL REPAIR SHEET	4-166	ELECTRICAL REPAIR SHEET
4-167	MECHANICAL REPAIR SHEET	4-167	ELECTRICAL REPAIR SHEET
4-168	MECHANICAL REPAIR SHEET	4-168	ELECTRICAL REPAIR SHEET
4-169	MECHANICAL REPAIR SHEET	4-169	ELECTRICAL REPAIR SHEET
4-170	MECHANICAL REPAIR SHEET	4-170	ELECTRICAL REPAIR SHEET

DRAWING INDEX:

Fort Wayne
2828 Lake Ave.
Fort Wayne, Indiana 46805
280.424.0444 ph
info@primary-eng.com

Indianapolis
www.primary-eng.com

Performance Services

PRIMARY ENGINEERING INC
Fort Wayne
2828 Lake Ave.
Fort Wayne, Indiana 46805
280.424.0444 ph
info@primary-eng.com

Renovations to
Mary Daly Elementary School
Elkhart, IN 46514

Elkhart Community Schools
Guaranteed Energy
Savings Contract

COVER

PROJECT NAME
DATE
SCALE
SHEET NO. OF TOTAL SHEETS

Elkhart Community Schools West Side Middle School

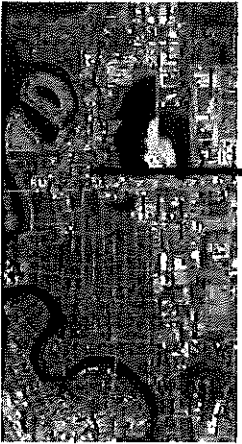
Elkhart, Indiana



NOVEMBER 9, 2021

SUPERINTENDENT:
Steve Trahaimer, Ph. D.

SCHOOL BOARD:
Roscoe Erfield Jr.
Darcy Davis
Troy Scott
Babette Bolling
Kellie Mullins
Anne VonDerVellen
Douglas Weaver



PROJECT LOCATION

West Side Middle School
100 Westside Street, Elkhart, IN 46514

44101	Mechanical, Information Sheet	44101	Mechanical, Information Sheet
44102	First Floor Mechanical, HVAC Distribution Plan Unit - A	44102	First Floor Electrical, Distribution Plan Unit A
44103	First Floor Mechanical, HVAC Distribution Plan Unit - B	44103	First Floor Electrical, Distribution Plan Unit B
44104	First Floor Mechanical, HVAC Distribution Plan Unit - C	44104	First Floor Electrical, Distribution Plan Unit C
44105	Second Floor Mechanical, HVAC Distribution Plan Unit - A	44105	Second Floor Electrical, Distribution Plan Unit A
44106	Second Floor Mechanical, HVAC Distribution Plan Unit - B	44106	Second Floor Electrical, Distribution Plan Unit B
44107	Second Floor Mechanical, HVAC Distribution Plan Unit - C	44107	Second Floor Electrical, Distribution Plan Unit C
44108	First Floor Mechanical, Spring Distribution Plan Unit - A	44108	First Floor Power and System Plan Unit A
44109	First Floor Mechanical, Spring Distribution Plan Unit - B	44109	First Floor Power and System Plan Unit B
44110	First Floor Mechanical, Spring Distribution Plan Unit - C	44110	Second Floor Power and System Plan Unit A
44111	Second Floor Mechanical, Spring Distribution Plan Unit - A	44111	Second Floor Power and System Plan Unit B
44112	Second Floor Mechanical, Spring Distribution Plan Unit - B	44112	Second Floor Power and System Plan Unit C
44113	Second Floor Mechanical, Spring Distribution Plan Unit - C	44113	Basement Floor Power and System Plan Unit D
44114	Mechanical, Detail Sheet	44114	Basement Service Entrance and Distribution Diagram Schedules
44115	Mechanical, Detail Sheet	44115	
44116	Mechanical, Detail Sheet	44116	
44117	Mechanical, Detail Sheet	44117	
44118	Mechanical, Detail Sheet	44118	
44119	Mechanical, Detail Sheet	44119	
44120	First Floor Mechanical, HVAC Plan Unit - A	44120	
44121	First Floor Mechanical, HVAC Plan Unit - B	44121	
44122	First Floor Mechanical, HVAC Plan Unit - C	44122	
44123	Second Floor Mechanical, HVAC Plan Unit - A	44123	
44124	Second Floor Mechanical, HVAC Plan Unit - B	44124	
44125	Second Floor Mechanical, HVAC Plan Unit - C	44125	
44126	First Floor Mechanical, Spring Plan Unit - A	44126	
44127	First Floor Mechanical, Spring Plan Unit - B	44127	
44128	First Floor Mechanical, Spring Plan Unit - C	44128	
44129	Second Floor Mechanical, Spring Plan Unit - A	44129	
44130	Second Floor Mechanical, Spring Plan Unit - B	44130	
44131	Second Floor Mechanical, Spring Plan Unit - C	44131	
44132	Second Floor Mechanical, Spring Plan Unit - A	44132	
44133	Second Floor Mechanical, Spring Plan Unit - B	44133	
44134	Second Floor Mechanical, Spring Plan Unit - C	44134	
44135	Mechanical, Detail Sheet	44135	
44136	Mechanical, Detail Sheet	44136	
44137	Mechanical, Detail Sheet	44137	
44138	Mechanical, Detail Sheet	44138	

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44117	Mechanical, Detail Sheet	44117	
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44122	First Floor Mechanical, HVAC Plan Unit - C	44122	
44123	Second Floor Mechanical, HVAC Plan Unit - A	44123	
44124	Second Floor Mechanical, HVAC Plan Unit - B	44124	
44125	Second Floor Mechanical, HVAC Plan Unit - C	44125	
44126	First Floor Mechanical, Spring Plan Unit - A	44126	
44127	First Floor Mechanical, Spring Plan Unit - B	44127	
44128	First Floor Mechanical, Spring Plan Unit - C	44128	
44129	Second Floor Mechanical, Spring Plan Unit - A	44129	
44130	Second Floor Mechanical, Spring Plan Unit - B	44130	
44131	Second Floor Mechanical, Spring Plan Unit - C	44131	
44132	Second Floor Mechanical, Spring Plan Unit - A	44132	
44133	Second Floor Mechanical, Spring Plan Unit - B	44133	
44134	Second Floor Mechanical, Spring Plan Unit - C	44134	
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44136	Mechanical, Detail Sheet	44136	
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44138	Mechanical, Detail Sheet	44138	



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Performance Services

Renovations to
West Side Middle School
Elkhart, IN 46514

Elkhart Community Schools
Guaranteed Energy Savings Contract

NOVEMBER 9, 2021
PROJECT NAME
SHEET
COVER

RESOLUTION TO TRANSFER AMOUNTS FROM EDUCATION FUND TO THE OPERATIONS FUND

Adjusting Monthly Transfer and Authorizing True Up for December 31

WHEREAS, the Board of School Trustees is the governing body of Elkhart Community School Corporation, Elkhart County, Indiana, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Education Fund for the payment of expenses allocated to student instruction and learning under IC 20-42.5, and

WHEREAS, HB 1009 required the governing body of each school corporation to establish an Operations Fund for the payment of expenses that are not allocated to student instruction and learning under C 20-42.5, and

WHEREAS, HB 1009 requires that distributions of tuition support be received in the Education Fund

THEREFORE, BE IT RESOLVED, the Board of School Trustees authorizes the Chief Financial Officer of the Elkhart Community School Corporation to transfer \$975,000.00 monthly beginning with January 2022 from the Education Fund to the Operations Fund, to reimburse the Operations Fund for expenses that are not allocated to student instruction and learning under IC 20-42.5. This transfer shall be made each month no earlier than the date of receipt of Tuition Support from the Indiana Department of Education and no later than the final day of the month such tuition support is received.

THEREFORE, BE IT RESOLVED, the Board of School Trustees authorizes the Chief Financial Officer of the Elkhart Community School Corporation to transfer \$950,000.00 from the Education Fund to the Operations Fund to true up the cumulative transfer amount with actual expenses for the period January 1 to December 31, 2021. This transfer will be made no later than December 31, 2021.

Passed and adopted this 21st day of December, 2021.

AYE

NAY

ATTEST:

Secretary, Board of School Trustees

Elkhart Community Schools
Elkhart, Indiana

RESOLUTION TO TRANSFER FUNDS TO/FROM RAINY DAY FUND

WHEREAS, the Board of School Trustees of the Elkhart Community Schools established by resolution a Rainy Day Fund in December 2006 as set out in IC 36-1-8-5.1;

WHEREAS, the Rainy Day Fund as of November 30, 2021 has a fund balance of \$7,291,202;

WHEREAS, school funds including the Education Fund and all funds supported primarily by property tax revenue have experienced funding shortfalls in the past, and may be subject to reductions and shortfalls in the foreseeable future;

WHEREAS, the Board of School Trustees approved a \$3,250,000 appropriation for the 2022 budget in order to meet anticipated commitments;

WHEREAS, the need exists to bolster Rainy Day Fund reserves;

WHEREAS, it is forecasted funds may be available in the Operations Fund at the end of budget year 2021;

THEREFORE, BE IT RESOLVED, that the Chief Financial Officer is authorized to execute a fund transfer in an amount not to exceed \$1,500,000 from the Operations Fund into the Rainy Day Fund not later than December 31, 2021, such funds being unused and unencumbered;

FURTHERMORE, the Chief Financial Officer is directed to report the actual amount of transfers to the Board of School Trustees in January 2022.

Passed and adopted this 21st day of December, 2021.

AYE

NAY

ATTEST:

Secretary, Board of School Trustees

ACCOUNT BALANCES/INVESTMENT DETAIL
November 2021

CASH:

Petty Cash	\$	500.00
Lunch Change Fund		2,010.00

BANK ACCOUNTS:

Teachers Credit Union	\$	2,973,304.34
Lake City Bank – Accounts Payable		(1,655,372.00)
Lake City Bank – Payroll Account		(14,156.09)
Lake City Bank – Flex Account		78,977.70
Lake City Bank – Merchant Account		-
Lake City Bank – Prepaid Lunch		150,386.17
Lake City Bank – Deposit Account		29,203,074.16
Lake City Bank – Book Rental		-
BMO Harris Bank (UMR insurance)		407,420.00

INVESTMENTS:

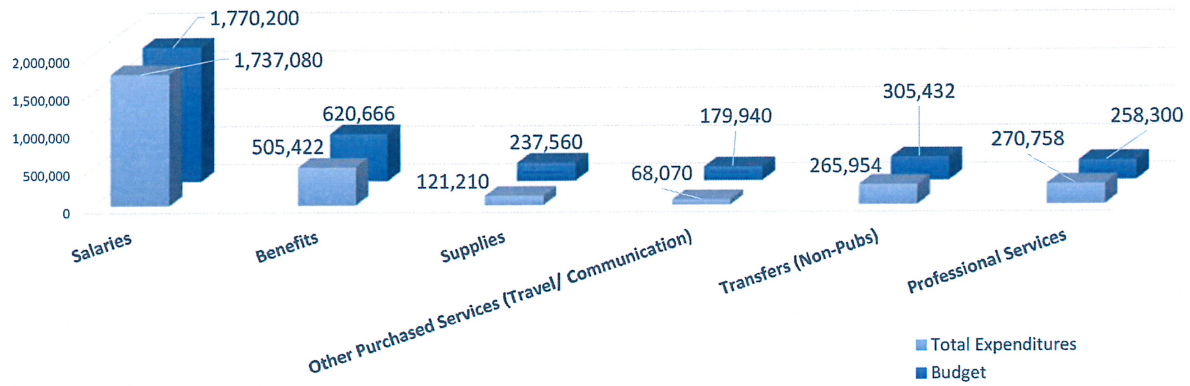
Certificate of Deposit		-
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\$ 31,146,144.28

ESSER I - Utilization Review

<i>Total Expenditures</i>	<i>Total % of Allocation Expended</i>		<i>Budget</i>	<i>% of Total Budget</i>
\$1,737,080.03	98.13%	Salaries	\$1,770,200.00	52.50%
\$505,422.03	81.43%	Benefits	\$620,665.57	18.41%
\$121,209.50	51.02%	Supplies	\$237,560.00	7.04%
\$68,070.22	37.83%	Other Purchased Services (Travel/ Commu	\$179,940.00	5.34%
\$265,953.71	87.07%	Transfers (Non-Pubs)	\$305,432.00	9.06%
\$270,757.87	104.82%	Professional Services	\$258,300.00	7.66%
\$2,968,493.36	88.03%		\$3,372,097.57	100.00%

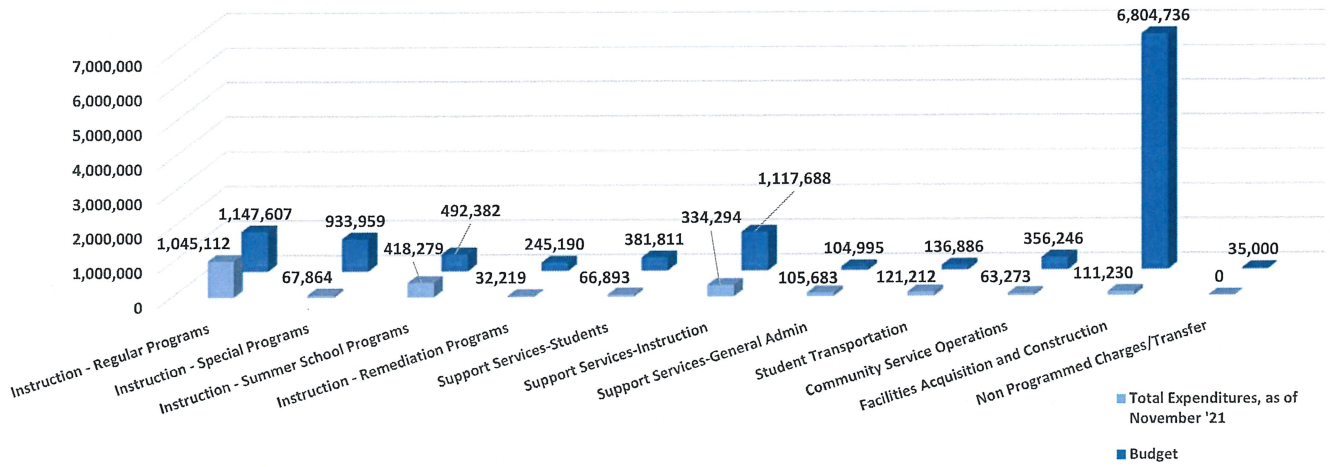
ESSER I Expenditure to Budget as of November, 2021



ESSER II - Utilization Review

<i>Total Expenditures, as of November '21</i>	<i>Total % of Allocation Expended</i>	<i>Account</i>	<i>Budget</i>	<i>% of Total Budget</i>
1,045,112.20	91.07%	Instruction - Regular Programs	\$1,147,607.00	9.76%
67,864.15	7.27%	Instruction - Special Programs	\$933,959.00	7.94%
418,279.05	84.95%	Instruction - Summer School Programs	\$492,382.00	4.19%
32,218.72	13.14%	Instruction - Remediation Programs	\$245,190.00	2.09%
66,893.34	17.52%	Support Services-Students	\$381,811.00	3.25%
334,293.54	29.91%	Support Services-Instruction	\$1,117,687.89	9.51%
105,683.07	100.66%	Support Services-General Admin	\$104,995.00	0.89%
121,211.77	88.55%	Student Transportation	\$136,886.00	1.16%
63,273.15	17.76%	Community Service Operations	\$356,246.00	3.03%
111,230.03	1.63%	Facilities Acquisition and Construction	\$6,804,736.00	57.88%
0.00	0.00%	Non Programmed Charges/Transfer	\$35,000.00	0.30%
2,366,059.02	20.13%		\$11,756,499.89	100.00%

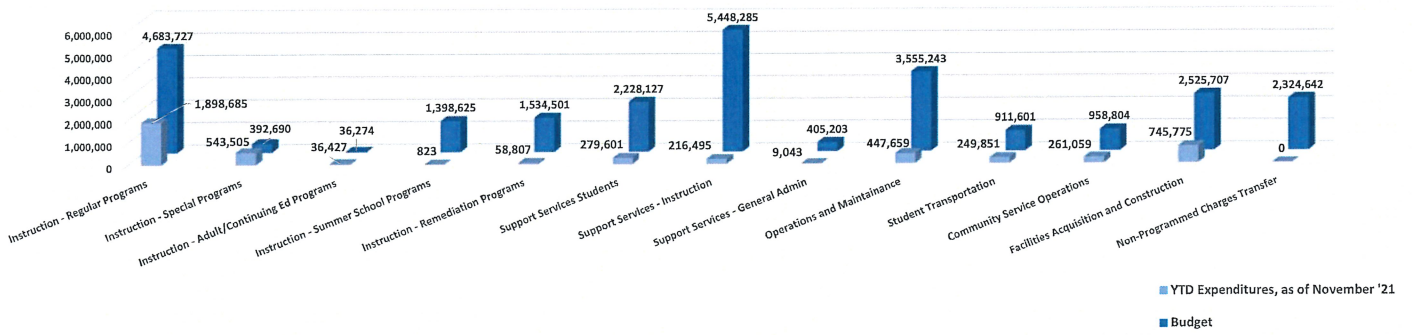
ESSER II - Expenditure to Budget, as of 11/30/21



ESSER III - Utilization Review

YTD Expenditures, as of November '21	Total % of Allocation Expended	Account	Budget	% of Total Budget
1,898,684.65	40.54%	Instruction - Regular Programs	\$4,683,726.72	17.74%
543,505.24	138.41%	Instruction - Special Programs	\$392,690.00	1.49%
36,426.94	100.42%	Instruction - Adult/Continuing Ed Programs	\$36,274.00	0.14%
823.14	0.06%	Instruction - Summer School Programs	\$1,398,625.00	5.30%
58,807.29	3.83%	Instruction - Remediation Programs	\$1,534,501.00	5.81%
279,601.33	12.55%	Support Services Students	2,228,127.00	8.44%
216,495.49	3.97%	Support Services - Instruction	5,448,285.00	20.63%
9,042.75	2.23%	Support Services - General Admin	405,203.00	1.53%
447,659.23	12.59%	Operations and Maintainance	3,555,243.00	13.47%
249,850.67	27.41%	Student Transportation	911,601.00	3.45%
261,059.23	27.23%	Community Service Operations	958,804.00	3.63%
745,775.25	29.53%	Facilities Acquisition and Construction	\$2,525,707.00	9.57%
0.00	0.00%	Non-Programmed Charges Transfer	\$2,324,642.00	8.80%
\$4,747,731.21	17.98%		\$26,403,428.72	100.00%

ESSER III - Expenditure to Budget, as of 11/30/2021



Medical Plan Experience

November 2021

	<u>Cur Mo</u>	<u>Cur Mo Pr Yr</u>	<u>Chg</u>	<u>YTD Cur</u>	<u>YTD Pr</u>	<u>Chg</u>
UMR Medical	\$ 791,328	\$ 530,626	\$ 260,702	\$ 7,475,740	\$ 6,086,922	\$ 1,388,818
UMR Rx	\$ 194,645	\$ 248,468	\$ (53,823)	\$ 1,860,734	\$ 1,943,146	\$ (82,412)
Rx Rebate	\$ -	\$ -	\$ -	\$ (587,766)	\$ (423,595)	\$ (164,171)
Less Amt Above Stop Loss	\$ (5,152)	\$ (7,730)	\$ 2,578	\$ (38,430)	\$ (21,892)	\$ (16,538)
Claim Cost Total	\$ 980,821	\$ 771,364	\$ 209,457	\$ 8,710,278	\$ 7,584,581	\$ 1,125,697
Expected Claim Cost	\$ 825,491	\$ 866,588	\$ (41,097)	\$ 9,476,131	\$ 9,496,662	\$ (20,531)
Claims vs. Expected	\$ 155,330	\$ (95,224)	\$ (765,853)	\$ (1,912,081)		
Non Claim Costs (administration, clinic, pharmacy, stop-loss)	\$ 193,312	\$ 192,037	\$ 1,275	\$ 2,238,839	\$ 2,132,022	\$ 106,817
Total Cost (Claim + Non-claim)	\$ 1,174,133	\$ 963,401	\$ 10,949,117	\$ 9,716,603		
Enrollment	981	1,029		11,252	11,343	
Cost Per Employee Per Month (PEPPM)	\$ 1,196.87	\$ 936.25	\$ 973.08	\$ 856.62		13.6%
Paid Claims Per Employee			\$ 774.11	\$ 668.66		15.8%