A MEETING OF THE
INGHAM COUNTY BUILDING AUTHORITY
WILL BE HELD ON
Thursday, February 27, 2020 at 3:00 p.m.

Hilliard Building
Conference Room A
121 E. Maple Rd.
Mason, Michigan

AGENDA

Call to Order
Approval of the February 13, 2020 Minutes
Additions to the Agenda
Limited Public Comment

1. Community Mental Health
   a. Steam Boiler Breeching Proposal
   b. LTM Server Room Invoice
   c. Server Room Fire Suppression Bid Information
   d. Server Room Project Cost Update

2. Animal Control and Shelter Proposal #11
   a. Myers Cost Response
   b. Superior Electric Cost Response

3. Justice Complex
   a. Firm Fiber Quote
   b. Wolverine Invoice

Announcements
Public Comment
Adjournment

The next meeting is on March 19, 2020 at 3:00 p.m.
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<td>1-3</td>
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<td>LTM Server Room Invoice</td>
<td>4</td>
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<td>Server Room Fire Suppression Bid Information</td>
<td>5-11</td>
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<td>Server Room Project Cost update</td>
<td>12-14</td>
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<td>15-20</td>
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<td>Firm Fiber Quote</td>
<td>31-32</td>
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<td>Wolverine Invoice</td>
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INGHAM COUNTY BUILDING AUTHORITY  
P.O. Box 319, Mason, Michigan  48854 Telephone (517) 676-7206 FAX (517) 676-7306

DRAFT MINUTES  
February 13, 2020

Members Present: Matt Nordfjord, County Corporation Counsel; Eric Schertzing, Treasurer; Jared Cypher County Administrator

Members Absent: None.

Others Present: Facilities Director Rick Terrill, Animal Shelter Dr. Karen Worthington, IT Representative Nick Thomas, CMH Representative John Peiffer, Kramer Management Representative Tom Shanley

Call to Order: The Ingham County Building Authority meeting was called to order by Matt Nordfjord at 3:03 p.m., Thursday, February 13, 2020 in Conference Room A of the Hilliard Building, 121 E. Maple Rd., Mason, Michigan.

Approval of the January 30, 2020 Minutes
MR. SCHERTZING MOVED TO APPROVE THE JANUARY 16, 2020 MEETING MINUTES. MR. CYPHER SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

Additions to the Agenda:
2. FD Hayes Electric Company Quote

Limited Public Comment: None.

1a. Kramer Management Invoice

Mr. Terrill stated the invoice is consistent with the agreement and approval for payment is recommended.

MR. SCHERTZING MOVED TO APPROVE THE KRAMER MANAGEMENT INVOICE IN THE AMOUNT OF $14,727.50. MR. CYPHER SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

1b. Justice Complex Update

Mr. Shanley stated that the monthly update has been included in the provided packet and the report will evolve as they continue with the project. In the schematic design phase there will be more detailed conversations with the user groups and there will a kickoff meeting. Kramer would like to create a sense of collaboration. Consumers Energy will also be on site. Mr. Shanley further stated that they had met with CATA and there is a good understanding of the needs for the facility. They left the meeting with CATA with a comfortable concept and how to manage bus traffic and inmate release interactions. Kramer will also bring CATA in as they develop the design to make sure they are a part of the process. Mr. Shanley further explained that they revisited the idea of a shared entrance versus a split entrance as
it was a concern that the main lobby with public restrooms before security scans could create a security concern. Instead the facility will keep a common entry point but separate the area entry, which is a potential solution to be presented to the security consultant. Mr. Shanley stated he will bring a visual next time.

Discussion.

Mr. Cypher asked whether or not they had involved the Health Department in jail medical.

Mr. Shanley stated that they had and have worked on the housing in particular. The idea is to bring all services to the inmates rather than having the inmates travel to the services.

Discussion.

Mr. Terrill confirmed they will make sure the Health Department is involved and up to speed on the proceedings.

Mr. Schertzing stated that he was concerned about how the future of the Health Department versus jail medical could change the design.

Mr. Shanley explained that by centralizing the services and putting everything in a central point it, the space could later be easily converted to an outsource group if necessary. They are together in the space, but separate enough that they can operate independently.

Mr. Schertzing stated that there is a fundamental difference between the space of the county doing it and a private contractor. He asked whether or not they should view how other counties have done it in different ways.

Mr. Shanley stated that had done that and received some feedback regarding the matter. From their research they got the idea to “future-proof” the space. It also reduces the square footage upstairs in order to accommodate the larger space downstairs.

Discussion.

2. **FD Hayes Electric Company Quote**

Mr. Terrill stated that this quote is for speakers and/or cameras at the animal shelter.

Mr. Thomas stated that it would be better coverage to add the additional speakers.

Dr. Worthington informed the Building Authority that when they do announcements, they are currently done through the phones which cannot be heard in all areas. They would also be able to run music through speakers and via testing it has been discovered that music helps animals maintain a calming demeanor.

Discussion.

Mr. Schertzing asked whether or not IT knows.

Mr. Thomas stated that he didn’t know about the zoning.
MR. SCHERTZING MOVED TO APPROVE THE FD HAYES QUOTE FOR SERVICES IN THE AMOUNT OF $3,200.00. MR. CYpher SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

Announcements: The following meeting dates were determined:
March 19, 2020 at 3:00 p.m.
April 2, 2020 at 3:00 p.m.
April 16, 2020 at 3:00 p.m.

Mr. Schertzing announced he had sent an email regarding the timing of bonds for the Justice Complex and Mr. Cypher announced that there is no hurry on this process. There is a little over $11 million in the fund and they haven’t spent much yet, so we’ll be able to handle any future obligations that come up.

Discussion.

Mr. Schertzing stated that maybe in June we should have someone come in and give more in-depth understand of the bond process. It doesn’t currently look like rates will go up before then, but we never know.

Mr. Nordfjord stated that it could be a significant cost savings if we move sooner considering the favorable interest rates currently. He asked whether or not we have an existing engagement and if we should simply move forward with it.

Mr. Terrill stated that yes, to his understanding the county has an existing engagement and can move forward with it when they choose.

Mr. Nordfjord stated that we should reach out to bond counsel so we can get them coming to the table. There is no reason to not get them involved earlier rather than later.

Mr. Schertzing stated that we should invite bond counsel to the Building Authority in June.

Mr. Cypher stated that Ms. Teri Morton will be the point person from the Controller’s Office.

Mr. Schertzing announced that he goes to the current justice complex about once a quarter and the parking space simply doesn’t feel safe.

Mr. Terrill stated that he had engaged everyone at the 55th District Court and that one concern was pedestrian traffic. He further explained that they could not do much to make improvements because they were not to eliminate any parking spaces. With that condition, options were very limited. Facilities has, however, put in a pedestrian pathway and is looking at putting in speed bumps and traffic signage to help people slow down and understand that there is pedestrian traffic. They did the best they could with the limitations they had. He further explained that the animal shelter doesn’t open until 10:00 and the director was asked to talk to her staff and volunteers about coming in slowly. In the spring speed bumps and signs will be put in and the 55th District Court will have an opportunity to weigh in as well.

Public Comment: None.

The February 13, 2020 Building Authority meeting adjourned at 3:47 p.m.
CMHA CEI PROJECT COST SUMMARY PROPOSAL

PROJECT NAME: CMH STEAM BOILER NEW BREECHING
PROJECT LOCATION: 812 E JOLLY ROAD

Date: February 19, 2020
To: Richard Terrill / Ingham County Facilities Director
From: John Peiffer / CMHA CEI Property and Facilities Supervisor
Re: John E Green Proposal

Rick,
Attached is a proposal from John E Green.
This proposal is follow up to the 42,000 square foot addition at 812 Jolly Road.
Under Clark Construction and John E Green as the sub-contractor for mechanical services there
were some startup problems unresolved with the new Steam Boiler.
Unforeseen or unexpected conditions:
1) The old mechanical room housed the old two main boilers and the old steam boiler. Part
   of the scope of work was to replace the two old main boilers and the steam boiler.
2) Two new main boilers were installed in the new mechanical room.
3) The new Steam Boiler was installed by John E Green in the old mechanical room.
4) At start up last summer there were several issues but it was determined that the old
   breeching, venting, duct work and exhaust fan were much too large and would not
   allow the new Steam Boiler to operate properly. The old breeching had been sized to
   carry the load of three boilers and are too large for a single steam boiler.

To remedy this problem, the following steps were taken and information provided:
1) Bergman and Assoc. Engineers were brought to the site to look at options with John
   E Green and put together the attached proposal. We wanted to be sure that this was
   the best course of action and most cost effective solution before bringing this item to
   the Ingham County Building Authority.
2) The new Steam Boiler injects humidity into the HVAC system in winter between
   November and April to help maintain a healthy humidity level in the building of
   30% or slightly more.
3) This would have been included as a standard change order with the Phase I project
   under Clark Construction but the issue was not found until after close out.

Therefore, I am asking that this proposal be included as an item for approval by the Building
Authority at the next meeting. Repayment will be standard with the current process.

Should you have any questions, please contact me.
PROPOSAL

Date: August 2, 2019

To: Community Mental Health – John Pelffer

From: Gregg Aichin

Project: Community Mental Health – Re-Work of Steam Boiler Installation

Estimate No.: L-19-028

John E. Green Company proposes to perform the scope of work described below for the subject project.

TOTAL BASE BID: $32,900.00

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<th>Description</th>
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JEG's scope of work includes the following:

1. Demolish existing exhaust fan
2. Furnish and install new roof-mounted combustion fan
3. Furnish and install new barometric damper in boiler breeching
4. Re-work boiler breeching as shown on new drawing by Bergmann Associates
5. Furnish and install new vent control system
6. Interface wiring between the exhaust fan control panel, water heater and boiler
7. Furnish and install new electrical disconnect for new exhaust fan w/ auxiliary contacts to shut off variable frequency drive
8. Wiring between disconnect and VFD
9. Re-use existing raceway between new exhaust fan and VFD
10. Permits
JEG's scope of work excludes the following:

1. Overtime or shift time work
2. New 60" x 24" combustion air plenum, as depicted on Bergmann Associates drawing
3. Painting
4. Concrete work
5. Water or sewer assessment or fees
6. Gas services or fees
7. Temporary services or fees
8. Architectural cut and patch of floors, walls, ceilings, and roofs
9. Hazardous material identification, testing, abatement or disposal
10. Undisclosed site conditions
11. Mechanical work not shown on mechanical drawings
12. All other work not specifically included above
13. Performance and payment bond

Clarifications:

1. All isolation valves are assumed to be in good working order. Any repairs or replacements will be performed at current time and material rates.
2. This proposal assumes and is based upon current market prices for all steel and aluminum related products as of the date of this quote. The quoted prices for these products are subject to change based on government issued tariffs (section 232). JEG reserves the right to adjust pricing on these materials and equipment due to tariffs and the resulting impact to market conditions and pricing.

Standard John E. Green Company payment terms are Net (30) days. Credit card payments must receive prior approval and are subject to additional fees, which are in addition to the above proposal.

This proposal remains firm for (30) calendar days.

John E. Green Company reserves the right to perform a final review of the contract for the subject project. This proposal is subject to that final review and agreement on revisions of the contract terms requested by John E. Green Company.

Please contact us if you have any questions regarding this proposal.
Lansing Tile & Mosaic, Inc.
2210 Apollo Drive  ■  Lansing, MI 48906-2703
517-321-5307  ■  Fax 517-321-5461

INVOICE

DATE 12/16/19   INVOICE NUMBER 30279
TERMS NET 30 DAYS

INVOICE TO 0092

COMMUNITY MENTAL HEALTH, CEI
812 E. JOLLY ROAD, STE G-13
LANSING MI 48910

PROJECT:

CMHA G-13 SUITE
HOWSERK@CEIOMH.ORG

ORDER DATE  12/16/19
P.O. #
CMHA G-13 SUITE
JOB #  9443

SCOPE OF WORK

TOTAL

DEMO CARPET AND INSTALL VCT

6640.00

**TOTAL DUE

6,640.00

**  TOTAL DUE

6,640.00

Cost Center 99870
Account 977919
Project Code 202
Signature
Date 12/19/19
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<td><strong>AMERICAN FIRE / JOE MAJINSKA 517-321-1145</strong></td>
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<td><strong>DELAU FIRE / MATT SMITH 517-321-1111</strong></td>
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<td>1031 NORTHCREST ROAD LANSING MICH 48906</td>
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NOTE: American Fire declined to bid / too busy.
January 22, 2020

Community Mental Health Authority  
812 East Jolly Road  
Lansing, MI 48910  
Phone: 517-346-8240  
Mobile: 517-242-0151  
Email: peiffer@ceicmh.org

Attention: John Peiffer- Property and Facilities Supervisor  
Reference: FM 200 Clean Agent System-Server Room Expansion Project

We thank you for the opportunity to provide this proposal. The proposal is based on the drawings provided, addendum #1, addendum #2, and the recent site visit of your facility. The existing building is being modified to expand the server room. The project will consist of the installation of a new FM200 Clean Agent System in the new server room (F1), installation of a new FM200 system in the new telephone/IT room (F2), the removal of the FM 200 system in the existing server room (F3), removal of 14 fire sprinkler heads and piping, and installation of fire sprinkler protection in Room F3. The new fire suppression system is designed to 7% concentration per NFPA 2001 2015 edition. Enclosed is your proposal on the above referenced subject. This proposal has been prepared in 3 sections as follows:

Section 1 - Scope  
Section 2 - Basic Equipment, Project Costs & Terms  
Section 3 - Notes and Exclusions

If you have any questions regarding this proposal, or if you require additional information, please feel free to contact us at your convenience. 816-293-5524

Respectfully,

Joe Hulliberger  
Boynton Fire Safety Service
SECTION 1 - SCOPE

1-1 Protection Areas and type(s): 2 rooms

Server Room Volume (Room F1): 9,880 Cubic Feet
Telephone/IT Room Volume (Room F2): 3,049 Cubic Feet
Existing Server Room Volume (Room F3): 2,581 Cubic Feet

Room F1 Agent Required: 337# FM 200
Room F2 Agent Required: 104# FM 200
Room F3 Existing Agent: 88# FM 200

1-2 Scope of Work

The server room is being expanded to take over a larger portion of the building. The existing fire suppression system is not adequate for the new space or the new telephone/IT Room. New equipment will be installed throughout to meet the needs of the new spaces. Once the system is installed, inspected and tested, the old system will be removed. Removal of existing fire sprinkler heads and piping is also included in the project. Existing Room F3 will have wet fire sprinkler system installed to protect room.

1-3 Installation:

After receipt of contract, drawings will be developed specific for your installation. They will be submitted to you for your approval. Upon acceptance, equipment and materials will be ordered and shipped to a customer-designated location where it will be staged for installation. Equipment and materials specific to the hazard area being installed will be moved to that area. Wiring and conduit work may begin immediately in areas that equipment shut down is not necessary. CMHA will ensure the specified work areas will be accessible during installation schedule.
SECTION 2 - BASIC EQUIPMENT & PROJECT COSTS

2-1 Option #1: Clean Agent System protecting two rooms w/ one addressable control panel

1 - 375lb. Siemens FM200 cylinder and valve assembly
1 - 150lb. Siemens FM200 cylinder and valve assembly
441 - lbs., FM200 agent
3 - 360 Degree Nozzle
9 - Warning Signs
1 - Siemens FC822 Addressable Control Panel
1 - Siemens XCI2001 Releasing Module
6 - Siemens OP621 Addressable Smoke Detectors with Base
6 - Siemens HCP Addressable Control Module
6 - Siemens AW-1 Abort Station
6 - Siemens MI-501 Agent Release Manual Station
2 - Siemens XTRI-R Relay Module
3 - Siemens SLH2SR-F Horn/Strobes
6 - Siemens SLSWR-R Entry Strobe
2 - Siemens MBDC-6 6" Alarm Bell
2 - 12v12ah batteries
  - Freight to job site
  - Engineering, Design, calculations, and drawings, 3 sets
  - Electrical and Mechanical Permits (City of Lansing)
  - Plan Review (City of Lansing)
  - Installation Labor (Prevailing Wage)
  - Installation Material
  - Demolition Labor (Prevailing Wage)

Our price for the above described equipment and services will be: $34,500.00

2-2 Option #2: Clean Agent System protecting two rooms w/ two conventional control panels

1 - 375lb. Siemens FM200 cylinder and valve assembly
1 - 150lb. Siemens FM200 cylinder and valve assembly
441 - lbs., FM200 agent
3 - 360 Degree Nozzle
9 - Warning Signs
2 - Potter PFC-4410RC Conventional Releasing Control Panel
6 - System Sensor 2WB Smoke Detectors with Base
6 - Potter Abort Station
6 - Potter Agent Release Manual Station
2 - Potter ARM-44 Relay Module
2 - Potter Releasing Circuit Disable Switch
3 - System Sensor P2R Horn/Strobes
6 - System Sensor SR Entry Strobe
2 - System Sensor 6" Alarm Bell
4 - 12v7ah batteries
  - Freight to job site
  - Engineering, Design, calculations, and drawings, 3 sets
  - Electrical and Mechanical Permits (City of Lansing)
  - Plan Review (City of Lansing)
  - Installation labor (Prevailing Wage)
  - Installation Material
  - Demolition Labor (Prevailing Wage)

Our price for the above described equipment and services will be: $31,500.00
Terms: Progress Billing, Net 10 Days from receipt of invoice.

Warranty: BFSS will provide one-year warranty on all equipment and installation

SECTION 3 – Notes and Exclusions

3-1 Notes and Exclusions

1. If it should become necessary to meet specific recommendations of an insurance underwriter not before listed which will result in changes in the design of this system, it may be necessary to revise our contract price.

2. Prices are based on normal working hours and adequate access to the site. If overtime is required, it shall be an extra to the contract price.

3. Room shall be adequately sealed to maintain required agent concentration levels. One Room Pressurization Test is included for each room.

4. Wiring to any customer equipment for remote alarms or equipment interlocks, and control wiring is not included. Contacts will be provided for connection to equipment.
January 23, 2020

CMH
812 E. Jolly Rd.
Lansing, MI 48910

Project: Server Room Expansion

Clean Agent FM200 System:

Delau Fire Services pleased to provide our quotation for a new Ansul FM200 and a re-work of the existing FM200 fire detection and suppression systems for the above referenced project. Our proposal includes labor, materials, drawings, permits and one final inspection as outlined in the exceptions and clarifications. Delau Fire Services will provide the following per the Invitation to Bid:

*One New Ansul FM200 automatic fire suppression system including one shared Addressable releasing panel, detection, controls, chemical tank, piping, materials, engineering, drawings and permits. The system will protect the main server room with FM200 clean agent as well as smoke detection.

*One Reworked PyroChem FM200 automatic fire suppression system including one shared Addressable releasing panel, detection, controls, chemical tank, piping, materials, engineering, drawings and permits. The system will protect the new Phone Rooms room with FM200 clean agent as well as smoke detection. Existing PyroChem cylinder and actuation component is compatible with New Ansul Addressable releasing panel.

Wet Sprinkler System:

*Rework/Demolition of the existing Wet Sprinkler Pipe network that covers the new Server Room followed by installation of new wet piping that will protect the old Server room per Invitation to Bid specs.

All work will be performed to NFPA 13 Standards following the . All material used will be UL listed for Fire Protection. All labor and material are included. Price is based on prevailing wage labor rates.

TOTAL  -  $59,000.00
Exceptions and Clarifications for Clean Agent Suppression Systems:

The above price includes the following:

- Demolition of the existing fire suppression systems (Wet & Clean Agent)
- All labor and materials noted
- Engineering, Permits, & Drawings
- One final fan door & function test
- Protection of the Proposed Addition (43’ x 36’ x 18’)
- Surface Mounted Conduit & Pipe & Controls
- Prevailing wage rates
- Re-Connection to building fire alarm
- (2) Fan Door Acceptance Tests (1 per system)

The above price excludes the following:

- Back-up Reserve Cylinder
- 120 VAC power to control panel (15A dedicated breaker by electrician)
- Discharge test
- AHU or computer power shut downs (pressure switch/relays provided)
- Dampers or connections to HVAC shutdowns (if necessary)
- Painting of pipe or conduit
- Sealing of the rooms to maintain concentration for a 10-minute hold time
- Any additional acceptance tests

Thank you for your consideration. This price is valid for 6 months from the date on the quote. Please allow 4-8 weeks after a signed proposal to schedule installation. This will allow for permits to be approved and equipment to be ordered.

YOURS IN FIRE SAFETY,

Matt Smith

Delau Fire Services
Sales/Service Manager

Authorized customer signature

Date
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<th>Item</th>
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<td>SUMMARY OF PROJECT COSTS</td>
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<td>Matrix Engineering</td>
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<td>NOTE: Original project estimate dated 5/22/2019</td>
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May 22, 2019

Ingham County Building Authority
C/O Richard Terrill
Hilliard Building,
121 E. Maple,
Mason, MI 48854

Dear Mr. Terrill,

This is in follow up to a previous proposal asking the Ingham County Building Authority for approval to use the CMH Ingham County Building Maintenance Fund for the purpose of the CMH Server Room Remodel and Expansion at 812 E Jolly Road, Lansing Michigan 48910.

The following packet provides the final information needed regarding plans for CMHA CEI to complete a Server Room Expansion and Relocation Project.

I. Proposed Funding for the project:
CMHA CEI would like to use the CMH Ingham County Building Maintenance Fund to support this project. CMH Proposes monthly payments submitted and applied to the CMH Ingham County Building Maintenance Fund during the project until completion. (See attached e-mail regarding ability for CMH to use CMH Building Fund.)

II. Scope of work and Summary:
   a. Summary: The final estimate from Hedrick and Associates off the State of Michigan Contract / MiDeals Program is attached and includes the following:
      i. High-end efficiency 100KW UPS system along with re-using our existing 50 KW UPS.
      ii. Adding 3 new high efficiency HVAC units for in row cooling while we re-use the existing 8 ton unit.
      iii. CMH considered other options. This final proposal is the best option for being efficient and fiscally responsible at this time by meeting our immediate and short-term Server Room needs placing us in a favorable position for the next 5 to 7 years or more, depending upon future growth.
      iv. Not included in Hedrick and Associates proposal. CMH will need to expand the current FM200 Fire Suppression System as part of the server room expansion. The estimated cost of this item estimated at $15,000. CMH is in the process of obtaining three bids.
b. Materials Included:
   i. UPS 100KW In Row Expandable to 150 KW
   ii. Humidifier
   iii. Three in row 5 ton AC units.
   iv. Reuse of the existing HVAC Equipment 8 ton unit.
   v. Cold Aisle Containment System DCR Cool shield to maintain room efficiency with a hot and cold aisle.
   vi. Electrical wiring and circuits and up to 14 PDU’s

c. Contractors and Labor to install:
   All sub-contractors are working under Hedrick and Associates off the State of Michigan MI Deals Contract including Matrix Engineering.

III. Next Steps and final recommendations:
CMHA CEI is asking for the following approval:
   i. For CMH to proceed with the new Server Room Project
   ii. With a total cost of $535,843.00. This price includes $15,000 for expanding the existing FM 200 Fire Suppression System.
   iii. An additional 5% for contingency, $25,500.00 is also included.
   iv. To use Hedrick and Associates Proposal off the State of Michigan MiDeals Program.
   v. Hedrick and Associates to invoice monthly in 3 equal amounts and CMH to repay with funds going directly back into the CMH Ingham County Building Maintenance Fund throughout the course of the project until completed.

Below is the language from the sublease:
In accordance with Section 4, Paragraph j of Sublease dated May 1, 2017, by and between CMHA CEI and Ingham County:

CMH shall maintain at all times during the term of this Sublease, a repair and replacement fund in an amount not less than $400,000, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.

I would like to present this packet of information at the May 30th Ingham County Building Authority Meeting. Should you have any questions regarding this project proposal, please feel free to contact me.

Sincerely,

John Peiffer
Property and Facilities Manager
PROPOSAL REQUEST 11

DATE: November 19, 2019

PROJECT: Ingham County Animal Control & Shelter
900 Buhl Street
Mason, MI 48854

PROJECT #: 16-312.00

This is neither a change order nor an authorization to proceed with the work described below.

Proposals are requested for each item of work described below:

1. Submit a quotation no later than seven days after receipt of this request.
2. Submit an individual quotation for each item.
3. Include a detailed breakdown of the cost or credit for each item.

The General Conditions and Specifications of the original job shall govern for all work, unless otherwise noted. All incidental items required to provide the following modifications shall be included in the Contractor's proposal even though not specifically described.

1. Sheet M401A (Re-Issued)
   Dog Adoption A118
   a. Furnish and install an electric, hose-down, unit heater, Trane model UHRA10, mounted on wall at location shown on revised drawing. Unit heater shall be 10 KW, 480 V, 3 phase, with heavy duty 304 stainless steel casing, NEMA 4X non-metallic control panel, 24-volt transformer and control circuit, three position switch, disconnect switch with endsure interlock, capillary thermostat with stainless steel sensor, chrome plated finned tubular element. Unit heater shall be mounted on wall with factory wall bracket. Unit heater shall be controlled by remote thermostat at location shown on revised drawing.
   b. Existing room temperature sensor that controlled RTU-1 shall remain in room for monitoring the Dog Adoption A118 space temperature only.

   Add $ ___________________________ Deduct $ ______________________

Dog Adoption A119.
   c. Contractor shall install an electric, hose-down, unit heater, Trane model UHRA10, mounted on wall at location shown on revised drawing. Unit heater shall be 10 KW, 480 V, 3 phase, with heavy duty 304 stainless steel casing, NEMA 4X non-metallic control panel, 24-volt transformer and control circuit, three position switch, disconnect switch with endsure interlock, capillary thermostat with stainless steel sensor, chrome plated finned tubular element. Unit heater shall be mounted on wall with factory wall bracket. Unit heater shall be controlled by remote thermostat at location shown on revised drawing.

   Add $ ___________________________ Deduct $ ______________________
2. M-403 (Re-issued):

   Enclosed Kennel I110A:
   a. Contractor shall install Trane space temperature sensor at location shown on revised drawing. This space temperature sensor shall control RTU-1 instead of existing space temperature sensor that is in Dog Adoption A118.

   Add: $  
   Deduct: $  

3. Sheet E-501 (Re-issued):

   Dog Adoption A118:
   a. Contractor shall circuit RTU-1 to LP2-1,3,5

   Dog Adoption A119:
   b. Contractor shall circuit RTU-2 to LP2-2,4,6

   Elect/IT:
   c. Contractor shall install a new 200A breaker in Panel LP1 for new Panel LP2
   d. Contractor shall install new 200A Panel LP2

   Add: $  
   Deduct: $  

4. E-600 (Re-issued):

   Riser Diagram:
   a. Revised electrical riser diagram to include new Panel LP2

   Panel Schedule:
   b. Revised panel schedule for Panel LP1
   c. Added new panel schedule for Panel LP2

   Add: $  
   Deduct: $  

This work is issued and implemented after Substantial Completion

END OF PROPOSAL REQUEST

NCS: ns

cc: Rick Terrill, Ingham County Facilities  
    Brian Fisher, Ingham County Facilities  
    Ben LeBlanc, Granger Construction  
    Brian Whipple, Granger Construction  
    Rick Terrill, Ingham County Facilities  
    Neal Spitzley, Matrix Consulting Engineers  
    Mike Baker, Matrix Consulting Engineers
PROPOSAL REQUEST 11

DATE: November 19, 2019

PROJECT: Ingham County Animal Control & Shelter
300 Buhl Street
Mason, MI 48854

PROJECT #: 16-312.00

This is neither a change order nor an authorization to proceed with the work described below.

Proposals are requested for each item of work described below.

1. Submit a quotation no later than seven days after receipt of this request.
2. Submit an individual quotation for each item.
3. Include a detailed breakdown of the cost or credit for each item.

The General Conditions and Specifications of the original job shall govern for all work, unless otherwise noted. All incidental items required to provide the following modifications shall be included in the Contractor's proposal even though not specifically described.

1. Sheet M401A (Re-Issued)
   Dog Adoption A118:
   a. Furnish and install an electric, hose-down, unit heater, Trane model UHRA10, mounted on wall at location shown on revised drawing. Unit heater shall be 10 KW, 480 V, 3 phase, with heavy duty 304 stainless steel casing, NEMA 4X non-metallic control panel, 24-volt transformer and control circuit, three position switch, disconnect switch with enclosure interlock, capillary thermostat with stainless steel sensor, chrome plated finned tubular element. Unit heater shall be mounted on wall with factory wall bracket. Unit heater shall be controlled by remote thermostat at location shown on revised drawing.
   b. Existing room temperature sensor that controlled RTU-1 shall remain in room for monitoring the Dog Adoption A118 space temperature only.

   Add: $ 9,263.05   Deduct: $ n/a

Dog Adoption A119:
   c. Contractor shall install an electric, hose-down, unit heater, Trane model UHRA10, mounted on wall at location shown on revised drawing. Unit heater shall be 10 KW, 480 V, 3 phase, with heavy duty 304 stainless steel casing, NEMA 4X non-metallic control panel, 24-volt transformer and control circuit, three position switch, disconnect switch with enclosure interlock, capillary thermostat with stainless steel sensor, chrome plated finned tubular element. Unit heater shall be mounted on wall with factory wall bracket. Unit heater shall be controlled by remote thermostat at location shown on revised drawing.

   Add: $ 9,263.05   Deduct: $ n/a
Ingham County Animal Control Shelter
Proposal Request No. 11
November 19, 2019

Page 2 of 2

2. M-403 (Re-issued):

Enclosed Kennel 1110A:
  a. Contractor shall install Trane space temperature sensor at location shown on revised drawing. This space temperature sensor shall control RTU-1 instead of existing space temperature sensor that is in Dog Adoption A118.

    Add: $ 660.00  Deduct: $ n/a

3. Sheet E-501 (Re-issued):

Dog Adoption A118:
  a. Contractor shall circuit RTU-1 to LP2-1,3,5

Dog Adoption A119:
  b. Contractor shall circuit RTU-2 to LP2-2,4,6

Elect/IT:
  c. Contractor shall install a new 200A breaker in Panel LP1 for new Panel LP2
d. Contractor shall install new 200A Panel LP2

    Add: $ n/a  Deduct: $ n/a

4. E-600 (Re-issued):

Riser Diagram:
  a. Revised electrical riser diagram to include new Panel LP2

Panel Schedule:
  b. Revised panel schedule for Panel LP1
c. Added new panel schedule for Panel LP2

    Add: $ n/a  Deduct: $ n/a

This work is issued and implemented after Substantial Completion

END OF PROPOSAL REQUEST

NCS: ns

cc: Rick Terrill, Ingham County Facilities
    Brian Fisher, Ingham County Facilities
    Ben LeBlanc, Granger Construction
    Brian Whipple, Granger Construction
    Rick Terrill, Ingham County Facilities
    Neal Spitzley, Matrix Consulting Engineers
    Mike Baker, Matrix Consulting Engineers
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<th>Item #1 - Sheet M401A - Dog Adoption A118</th>
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**TOTAL MYERS PR# 11 Cost** = $19,186.11
Proposal
(Valid for 30 days from Proposal date)

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DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
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Prepared For:
Myers Plumbing & Heating
Attn: Jarrod

Date: December 16, 2019
Proposal Number: M3-29653-6

Job Name:
Ingham County Animal Shelter
~ Proposal Request #11

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

Payment Terms:
Net 30 Days

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

1. Sheet M401A (Re-Issued)
   a. Provide (1) Electric, Hose-Down Unit Heater, Trane Model UHRA10 w/ Accessories.
   b. Install Remote Thermostat at Location Shown On Drawing.
   c. Existing Room Sensor To Remain For Space Monitoring.

Total Net Price Add.......................................................... $7,778.00

2. Dog Adoption A119
   a. Provide (1) Electric, Hose-Down Unit Heater, Trane Model UHRA10 w/ Accessories.
   b. Install Remote Thermostat at Location Shown On Drawing.
   c. Existing Room Sensor To Remain For Space Monitoring.

Total Net Price Add.......................................................... $7,778.00

3. Sheet M401A (Re-Issued)
   a. Install Zone Sensor To Control RTU-1.

Total Net Price Add.......................................................... $ 600.00

Sincerely,

Beth Murphy - Trane U.S. Inc.
3350 Pine Tree Road
Lansing, MI 48911
Phone: (517) 492-5812
Cell: (517) 256-2744

This proposal is subject to your acceptance of the attached Trane terms and conditions.
Ingham County Animal Shelter

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Tranex Canada ULC for sales in Canada and Tranex U.S. Inc. for sales in the United States.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, but the addition of any of the terms and conditions of or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with Company's terms and conditions. If Customer delivers or is otherwise charged for or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in no event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company.

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

3. Pricing and Taxes. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month price period up to the date of receipt of such release. If such release is not received within 8 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period. All Equipment charges may change Customer with incurred storage fees. In no event will Prices be decreased. The Equipment described herein does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipt or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer. All prices include packaging in accordance with Company's standard practice. Any charges for special packaging, crating or packaging will be charged to Customer.

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

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

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

7. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has been manufactured in accordance with specifications set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless the Equipment is properly installed, and is not the subject of any disputes or claims. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be required to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (i.e., factory or warehouse for US domestic purposes) at Company-designated shipping point, freight allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

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

FLD = Furnished by Tranex U.S. Inc. / Installed by Equipment Proposal
Page 2 of 4

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

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

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTIONIS FORMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will the Company's liability exceed the amount paid to Company by Customer under this Agreement.

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

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

14. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, cancelled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities, overhead expenses. Customer will be obligated to deliver or cause shipment of any Company equipment pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatsoever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of such acceptance by Customer or its agent or contractor exercising any power of acceptance.

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

16. Claims. Claims will make for corrections in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

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

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


20. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to “commercial” suppliers and that are contained in FAR 52.212-9(a)(1).

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

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

1-2-20

GRANGER

Benjamin LeBlanc | LEED® AP | Project Manager bleblanc@grangerconstruction.com
6267 Aurelius Road | Lansing, MI 48911
p. 517.887.4172 | f. 517.393.1382 | m. 517.204.6346

PR #11
Items 1 & 2 we have no scope or cost

Items 3 & 4 total cost $11,089.52

Included
Regular hours

Not Included
Painting
Overtime or shift work
installing any mechanical supplied equipment including rtu's, T-stat, cabling, zone sensors or associated rough in 480 v disconnect switch @ units per print notes

General Conditions:
1) All applicable taxes are included in this submission.
2) The Electrical Contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
3) Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4) The Electrical Contractor shall not be liable for indirect loss or damage.
5) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6) If a formal contract is required, its conditions must not deviate from this proposal without our permission.

Respectfully,

Accepted By,

_________________________  ________________________  ____________________
Michael J. McCrackin, Project Manager    Authorized Agent    Date
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<td>2 2&quot; EMT</td>
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<tr>
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<td>Final Price</td>
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Fiber Construction Quote: Ingham County - Route #2

Date: 2/18/2020  
Contact: John Barber  
Submitted By: Western Tel-Com Inc.

Location B: Proposed Hand Hole in front of 301 N. Bush Street, Mason, MI  
Location C: 600 Buhl Street, Mason, MI

<table>
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<tr>
<th>FUNCTION</th>
<th>QUANTITY</th>
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<tbody>
<tr>
<td><strong>Hand Hole in front of 301 N. Bush Street</strong></td>
<td></td>
</tr>
<tr>
<td>Perform fiber splices in Hand Hole - One 24SM to Two 12SM fiber cables</td>
<td>12 strands</td>
</tr>
<tr>
<td><strong>600 Buhl Street</strong></td>
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<tr>
<td>Install new Hand Hole at end of existing entrance conduit</td>
<td>250 each</td>
</tr>
<tr>
<td>Provide and install New 2U Fiber Distribution Shelf in existing rack</td>
<td>1 each</td>
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<tr>
<td>Splice on Factory-polished, SC Connector pigtales - house in new shelf</td>
<td>12 strands</td>
</tr>
<tr>
<td><strong>WAN Route - Aerial &amp; Underground Backbone</strong></td>
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<tr>
<td>Install new messenger strand and pole hardware on existing utility poles</td>
<td>1,900 feet</td>
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<tr>
<td>Provide and lash new outdoor, armored fiber to new strand</td>
<td>1,900 feet</td>
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<tr>
<td>Install new 1.25&quot; underground duct</td>
<td>2,125 feet</td>
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<td>Install Hand Holes along underground route</td>
<td>3 each</td>
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<tr>
<td>Pull fiber through new underground duct</td>
<td>2,125 feet</td>
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<td><strong>Fiber Optic Cable</strong></td>
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<tr>
<td>Total Outdoor 48 strand, singlemode, single- armored fiber optic cable</td>
<td>5,200 feet</td>
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Total Labor & Materials Quote: $42,465.00

Notes:
This quote has been assembled for the route shown in the included Proposed Route Map. If for any reason portions of this proposed route are denied by any of the permitting authorities, Western Tel-Com reserves the right to redesign and recalculate our quote to bypass denied portions.

This quote includes obtaining any necessary permits from the local municipalities, railroad and/or pole owners.

This quote does not include any pole make ready fees that the pole owners may determine to be necessary to make modifications to their existing poles in order to accommodate a new communications attachment. Those make ready fees will be the responsibility of Ingham County.

This quote includes providing OTDR fiber test results as well as AutoCAD and PDF "as-built" drawings at the completion of the project.

Please call me with any questions.

Thank you.

Eric Merrifield  
Western Tel-Com, Inc.
Ingham County - Budgetary Fiber Quote - Proposed Route Map

Blue lines = Proposed aerial installation
Dark Green lines = Proposed underground installation
Light Green line = Proposed fiber to be pulled through existing underground conduit
To: Ingham County Purchasing Dept.
121 E. Maple Street, Room 203
Mason, MI 48854
Attention: Jim Hudgins, Purchasing

Project: 20-0003 Ingham County Justice Complex Expansion - 640 N Cedar St - Mason, Ingham Co., MI
Manager: Daniel J. Wisinski

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<tr>
<th>Detail of Charges for: Consulting/Services</th>
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<td>Ingham County Justice Complex Expansion - 640 N Cedar St - Mason, Ingham Co., MI</td>
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<td>Contract Amount: $15,975.00</td>
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<td>Percent Complete: 90.00</td>
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<td>Fee Earned: $14,377.50</td>
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<td>Prior Fee Billings: $0.00</td>
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<td>Current Fee Total: $14,377.50</td>
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Subtotal of Charges for: Consulting/Services $14,377.50

*** Total Project Invoice Amount $14,377.50

*All Credit Card Payments over $2,500.00 are subject to a 2% service fee.

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<td>Cardholder's Signature</td>
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**Payment Terms: Net 30 Days, with 1.5% Finance Fee after 30 Days, We reserve the right to stop work on clients with outstanding balances.