

# PROPOSAL



CLEARVIEW VINCENT ELEMENTARY UNIT VENTILATOR  
REPLACEMENT

CLEARVIEW VINCENT ELEMENTARY SCHOOL  
2303 N RIDGE ROAD  
LORAIN, OHIO 44055

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 1.5% 10 Day Net 30

*Wednesday, February 01, 2023*

**EXECUTIVE SUMMARY**

Gardiner has evaluated the existing equipment, temperature controls and conditions at Clearview Vincent Elementary and is presenting this proposal for your review. Gardiner has developed this proposal as a turnkey solution including engineering, project management, labor, commissioning and warranty. The proposed solution below is intended to meet the project scope and options discussed Clearview in January 2023. Specific information regarding important inclusions, exclusions, and clarifications are detailed in this proposal.

## PROPOSED SOLUTION - UNIT VENTILATOR REPLACEMENT

Gardiner is proposing the following scope of work:

TAG	ZONE	UNIT DETAILS
UV-112	Classroom	1,200 CFM Unit Ventilator
UV-118	Classroom	1,200 CFM Unit Ventilator
UV-137	Classroom	1,400 CFM Unit Ventilator
UV-139	Classroom	1,400 CFM Unit Ventilator

- Remove existing unit ventilator and dispose.
- Install new unit ventilator at existing location.
- Reconnect existing chilled and hot water piping to new unit ventilator.
- Reconnect control wiring and electrical as required.
- Install BACnet compatible room thermostat and communication link to the existing Gardiner BAS.
- Start-up, check and adjust new unit for proper operation.
- One year warranty for material and workmanship.

## CONSIDERATIONS

- All labor proposed shall be performed during normal working hours (M-F; 7:00-16:00) based on a schedule agreeable with ownership.
- Pricing includes provisions for safety under standard industry and Gardiner safety guidelines. Additional safety training, equipment or processes required by ownership could affect the project scope and schedule and may result in a price adjustment. If there are specific safety practices or requirements, please alert Gardiner to ensure those practices are implemented.
- Equipment submittals provided upon notice to proceed and final verification of the unit.
- Gardiner is prepared to order equipment, material and schedule the installation immediately upon the receipt of your authorization to proceed.
- Lead time – 8-10 weeks.

## EXCLUSIONS

- Repairs to the existing system if required will be performed on a "Time and Material" basis.
- Provisions for temporary cooling and heating during installation.
- Assume existing isolation valves and electrical service are in working order.
- Removal or abatement of any existing hazardous materials.
- Modifications to the existing electrical system other than what is required for the scope herein.
- BAS integration of existing HVAC equipment other than what is noted in this proposal.
- Carpeting /flooring, new units should cover floor area but if space modifications are needed to accommodate the new units , new flooring and covering is not included
- Shelving modifications or replacement are not included

**PRICING INFORMATION**

Unit Ventilator Replacement (Qty 4) - Total net cost (excluding sales tax) \$118,350.00

The above figure can be broken down as follows:

**ROOMS 112 & 118**

EQUIPMENT AND MATERIAL COSTS .....\$ 38, 225.

INSTALLATION LABOR, PROJ MANAGEMENT AND COMMISSIONING ...\$ 23,686

**ROOMS 137 & 139**

EQUIPMENT AND MATERIAL COSTS .....\$ 44,118

INSTALLATION LABOR, PROJ MANAGEMENT AND COMMISSIONING ...\$ 23,686

The pricing is valid for 30 days, its highly recommended to secure the Unit Ventilator order to avoid delays in lead time as the K-12 fiscal year end approaches.

This proposal includes equipment that is to function as part of an overall mechanical system. This proposal does not include services to ensure the functionality and/or warranty of ancillary mechanical systems.

On behalf of Gardiner and our Northern Ohio based team, we thank Clearview Schools for considering Gardiner for this project.

Sincerely,

Robert M. Ambrose

Cc: Lora Atherton

Gardiner

## GARDINER PERFORMANCE SOLUTIONS STANDARD CONTRACT TERMS & CONDITIONS

### ACCEPTANCE

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

### PAYMENT TERMS

Customer shall pay GSC's invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

### ASBESTOS & HAZARDOUS MATERIALS

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

### INDEMNIFICATION

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

### NO-HIRE; NO-SOLICITATION

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

### WARRANTY

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On

machinery and materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE

### LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against GSC arising from GSC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. IN NO EVENT SHALL GSC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GSC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GSC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

### DISPUTES & CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

### ENTIRE AGREEMENT

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

CONTRACT AMOUNT: \$ 118,350.00

### ASSIGNMENT

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

Thary Ann Nowak  
CUSTOMER SIGNATURE OF ACCEPTANCE

3/14/2023  
DATE

\_\_\_\_\_  
GSC REPRESENTATIVE

\_\_\_\_\_  
DATE