

Date: September 29<sup>th</sup>, 2023

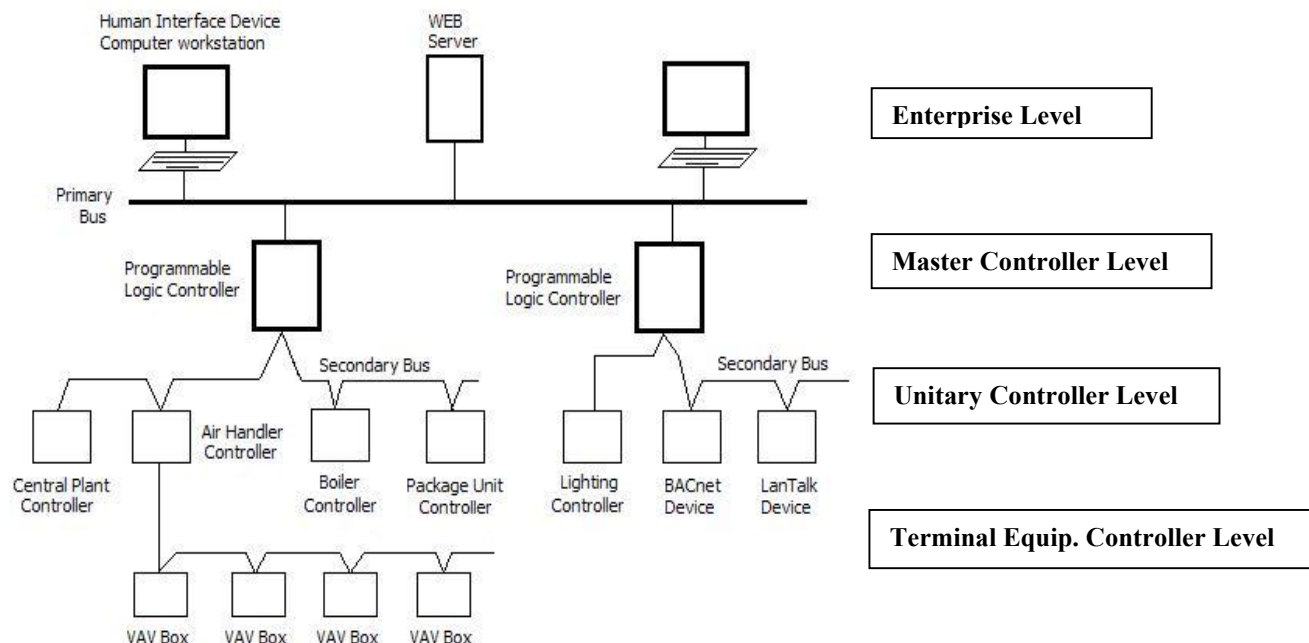
Limiting Date: 2023 Budget

To: Brian Owens  
Galion City Schools  
470 Portland Way N.  
Galion, OH 44833

Re: Galion City Schools - Niagara Building Automation System Integration and Repair

Gardiner is pleased to provide the following building automation upgrade to repair and replace the malfunctioning and antiquated equipment. The existing Enterprise and Master Controller Level controls are a modern and open platform consisting of the Niagara N4 infrastructure. The Unitary and Terminal Equipment controls are antiquated and starting to fail. The system is comprised of Invensys unitary and VAV controls. Invensys controls are no longer in production, and they are no longer supported. They also work off a proprietary closed communication network that does not allow for new modern equipment to be added. Our solution and offering is a turnkey migration plan with the necessary technical labor and material for a complete solution.

## Migration Upgrade Solution



**Highschool Migration Strategies****(4) Air Handling Units****(1) Chiller Plant****(1) Boiler Plant****(2) Energy Recovery Units****(74) Variable Air Volume Units**

1. Demolition and removal of the existing Invensys building automation system.
2. **New Niagara Controls System with wireless terminal units**
  - a. New wireless open BACnet Zigbee unitary controls for AHU's.
  - b. New wireless open BACnet Zigbee VAV controls and associated space temperature sensors.
    - i. **Zone 1 – 21 VAV's**
      1. New wireless open BACnet Zigbee unitary controls for Zone 1 AHU.
      2. New wireless open BACnet Zigbee VAV controls and associated space temperature sensor.
    - ii. **Zone 2 – 23 VAV's**
      1. New wireless open BACnet Zigbee unitary controls for Zone 2 AHU.
      2. New wireless open BACnet Zigbee VAV controls and associated space temperature sensor.
    - iii. **Zone 3 – 20 VAV's**
      1. New wireless open BACnet Zigbee unitary controls for Zone 3 AHU.
      2. New wireless open BACnet Zigbee VAV controls and associated space temperature sensor.
    - iv. **Zone 4 – 13 VAV's**
      1. New wireless open BACnet Zigbee unitary controls for Zone 4 AHU.
      2. New wireless open BACnet Zigbee VAV controls and associated space temperature sensor.
  - c. All new unitary and terminal level controllers will be integrated into the existing Niagara JACE master controller for operation, control, and visibility.
  - d. New 3D floor plan and equipment graphics will be created with scheduling and alarms. The graphical user interface can be accessed with any HTML web service (computer, phone, or tablet).

**Total Investment - \$154,711**

**Scope of Work****Gardiner will provide the following turn-key installation:**

1. Niagara N4 unitary and terminal controllers to replace the Invensys equipment. The new controller will have the needed software drivers to integrate into the existing Niagara equipment and can be accessed by any approved login on computer, phone, or tablet device.
2. Gardiner will reuse the existing sensors, actuators (valves & dampers), transducers and interface devices.

3. Provide electrical labor to remove existing controllers. Mount and terminate new components and reconnect to equipment to remain.
4. Technical labor for set up, programming, providing graphics (equipment level and floor plan) and start-up of new control equipment.
5. This proposal assumes that the existing peripheral devices (sensors, dampers, transformers, valves, etc.) that are being reused are operational and in good working order. Any integrated equipment found to not be in good working order will be noted and a separate proposal will be presented to Galion Schools as a change order.
6. On-site operational training and as-build documentation.
7. One (1) year parts and labor warranty for all new equipment. Warranty shall commence upon acceptance of beneficial use of the system.

## **Project Qualifications**

- Client is responsible for all necessary network drops and IP addressing.
- All labor proposed shall be performed during normal working hours (M-F; 07:00-16:00).
- This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements
- Electrical installation shall be in accordance with NEC standards.

Thank you for your consideration of Gardiner for this project. Once a decision has been made to move forward with Gardiner, a final proposal will be created. If you have any immediate questions concerning this proposal, please bring them to our attention.

Respectfully,

**Matt Montgomery**  
**Automation and Controls**

### **Acceptance of Proposal**

The prices, scope of work, and conditions noted above are satisfactory and hereby accepted. You are authorized to do the work as specified per the attached terms and conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GARDINER AUTOMATION & CONTROLS STANDARD CONTRACT TERMS & CONDITIONS

**ACCEPTANCE:** If your order is an acceptance of a written proposal, on a form provided by GARDINER Service Company dba Gardiner Automation & Controls ("GAC"), 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 GAC'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 GAC 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 GAC's invoices within net thirty (30) days of invoice date. GAC 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 GAC in attempting to collect amounts due.

**ASBESTOS & HAZARDOUS MATERIALS:** GAC'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:** GAC 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 GAC, 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 GAC, or any individual whose employment with the GAC 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 GAC's damages will be difficult to ascertain and the GAC's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the GAC may have at law, the GAC shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

**WARRANTY:** GAC guarantees service work and all materials of GAC'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 GAC 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 GAC, 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 GAC arising from GAC 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 GAC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GAC 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. GAC 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 judgment 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 discoveries 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 GAC 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 GAC.

JANUARY 2018