

6045

**McDONALD LOCAL BOARD OF EDUCATION
REGULAR MEETING
MONDAY, AUGUST 15, 2016 – 7:00 P.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Regular Meeting on Monday, August 15, 2016, in the library, at McDonald High School, 600 Iowa Avenue, McDonald, Ohio 44437.

The Regular Meeting was called to order at 7:04 p.m. by President Kevin O’Connell. Treasurer William Johnson called the roll.

Roll Call:

Members Present: Thomas Hannon, Kevin O’Connell, Catherine Harvey,
Jody Klase, John Saganich

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 16-178 Approve agenda for Regular Meeting of 8-15-16

Mrs. Harvey moved and Mrs. Klase seconded
Yeas: Harvey, Klase, Hannon, Saganich, O’Connell
Nays: None
President declared motion carried

Student and Staff Recognition – Summer of Growth

Recognition of Visitors / Audience Participation:
Tom Hart – TCTC Board Representative

6046

Res. 16-179 Approval of Board Minutes:

Regular Meeting – July 28, 2016

Mrs. Klase moved and Mr. Saganich seconded

Yeas: Klase, Saganich, Hannon, Harvey, O'Connell

Nays: None

President declared motion carried

Old Business: any Old Business to bring before the Board - None

New Business:

A. Finance Committee – Thomas Hannon, Chairperson

Res. 16-180 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: July 2016

a. Check Register

b. Financial Summary

c. Bank Reconciliation

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded

Yeas: Hannon, Klase, Harvey, Saganich, O'Connell

Nays: None

President declared motion carried

Res. 16-181 DONATION

Resolution to accept a donation from Aey Electric to donate the necessary materials and inspection for installation and wiring by Andrew Harris for the stadium concession area. This donation is for approximately \$3,580.00. (See Exhibit A)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

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Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich, O'Connell
Nays: None
President declared motion carried

Res. 16-182 TREASURER'S BOND

Resolution to approve treasurer's bond for the period August 1, 2016 through August 1, 2017, in the amount of \$100,000, at a cost of \$263.00. (See Exhibit B)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich, O'Connell
Nays: None
President declared motion carried

Res. 16-183 CAMPUS PATROL

Resolution to pay the following McDonald Police Officers the sum of \$25.00 per hour for campus patrol for the McDonald Local School District for all student days for the 2016-2017 school year:

Chief Lou Ronghi	Lieutenant Bill Woodley
Ryan Ronghi	Allen Fields
Dan Superak	Walter Jones
Chris Weibel	Jeff Walp
Mike Sajnovsky	

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Saganich, O'Connell
Abstain: Harvey
Nays: None
President declared motion carried

6048

Res. 16-184 WASTE REMOVAL CONTRACTS

Resolution to approve Waste Management to provide waste removal services and containers to the district for three (3) years, effective September 1, 2016. (See Exhibits C and D)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich, O'Connell
Nays: None
President declared motion carried

Res. 16-185 SF-14H TUITION BILLING

Resolution to accept the Proposal and Agreement from Timothy O'Keefe to research and prepare tuition billing (SF-14, SF-14H) for court placed students for the McDonald Local School District for the 2016-2017 school year. (See Exhibit E)

Upon the recommendation of the district treasurer I call for a motion to approve the above resolution.

Mr. Hannon moved and Mrs. Klase seconded
Yeas: Hannon, Klase, Harvey, Saganich, O'Connell
Nays: None
President declared motion carried

B. Personnel Committee – John Saganich, Chairperson

Res. 16-186 CLASSIFIED – ONE (1) YEAR LIMITED CONTRACTS – 2016/17

Resolution to hire the following classified personnel on a one (1) year limited contract for the 2016-2017 school year. (See Exhibit F)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

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Mr. Saganich moved and Mrs. Klase seconded
Yeas: Saganich, Klase, Hannon, Harvey, O'Connell
Nays: None
President declared motion carried

Res. 16-187 TITLE 1 TUTOR

Resolution to hire Sarah Miller on a one (1) year limited contract for the 2016-2017 school year, as Elementary Title 1 Tutor for grades K – 6, at the rate of \$26.02 per hour.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Harvey seconded
Yeas: Saganich, Harvey, Hannon, Klase, O'Connell
Nays: None
President declared motion carried

Res. 16-188 TITLE 1 INTERVENTION PARAPROFESSIONALS

Resolution to hire the following individuals on a one (1) year limited contract for the 2016-2017 school year, as Title 1 Paraprofessionals for grades K – 6, at the rate of \$11.00 per hour, 6.5 hours per day, for 181 days, for an approximate cost of \$12,941.50.

Lori Chepke Jodi Ciminero Stephanie Hilbun

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Harvey seconded
Yeas: Saganich, Harvey, Hannon, Klase, O'Connell
Nays: None
President declared motion carried

Res. 16-189 SUPPLEMENTAL CONTRACTS – 2016/2017 SCHOOL YEAR

Resolution to approve the following personnel on supplemental contracts for the 2016-2017 school year:

Thomas Senich – Head Softball Coach, as per negotiated agreement; and

Jeannette Domitrovich – Volunteer Assistant Tennis Coach.

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Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Saganich moved and Mrs. Harvey seconded
Yeas: Saganich, Harvey, Hannon, Klase, O'Connell
Nays: None
President declared motion carried

C. Program Committee – Jody Klase, Chairperson

Res. 16-190 OSBA CAPITAL CONFERENCE

Resolution authorizing McDonald Local School District to attend the 2016 OSBA Capital Conference on November 13, 14, 15, and 16, 2016, in Columbus, Ohio.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Harvey seconded
Yeas: Klase, Harvey, Hannon, Saganich, O'Connell
Nays: None
President declared motion carried

Res. 16-191 USE OF STADIUM FACILITIES

Resolution for the McDonald Little Blue Devils to use the high school football stadium for the 2016 season on 9/4/16, 9/11/16, 9/24/16, and 10/8/16, at a cost of \$125 per game.

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Klase moved and Mrs. Harvey seconded
Yeas: Klase, Harvey, Saganich, O'Connell
Nays: Hannon
President declared motion carried

6051

D. Buildings and Grounds/Operations – Catherine Harvey, Chairperson

Res. 16-192 SERVICE AGREEMENT PRICING AND ACCEPTANCE
WITH GARDINER TRANE

Resolution to accept the service agreement pricing and acceptance with Gardiner Trane for all HVAC equipment, including chillers, districtwide. This is a three (3) year contract from 9/1/16 through 8/31/19, in the amount of \$22,168.00. (See Exhibit G)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Harvey moved and Mr. Saganich seconded

Yeas: Harvey, Saganich, Hannon, Klase, O'Connell

Nays: None

President declared motion carried

Res. 16-193 BUILDING AUTOMATION SYSTEM INTEGRATION

Resolution to accept an agreement for Building Automation System Integration at Roosevelt Elementary with Gardiner Trane in the amount of \$36,610.00. (See Exhibit H)

Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mrs. Harvey moved and Mr. Saganich seconded

Yeas: Harvey, Saganich, Hannon, Klase, O'Connell

Nays: None

President declared motion carried

Res. 16-194 EXECUTIVE SESSION – O.R.C. 121.22

Mrs. Klase moved and Mr. Saganich seconded, that the McDonald Local Board of Education go into Executive Session at 8:00 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

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- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
1. _____ Appointment
 2. X Employment
 3. _____ Dismissal
 4. _____ Discipline
 5. _____ Promotion
 6. _____ Demotion
 7. _____ Compensation
 8. _____ Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) and B, as listed above.

Yeas: Klase, Saganich, Harvey, Hannon, O'Connell

Nays: None

President declared motion carried

6053

Res. 16-195 ADJOURN EXECUTIVE SESSION

Mrs. Harvey moved and Mr. Saganich seconded to adjourn executive session and return to the Regular board meeting at 10:03 p.m.

Yeas: Harvey, Saganich, Hannon, Klase, O'Connell

Nays: None

President declared motion carried

Res. 16-196 ADJOURNMENT

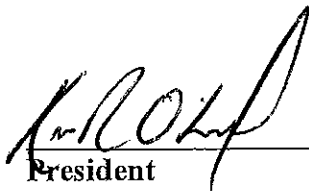
Mrs. Harvey moved and Mr. Saganich seconded to adjourn the Regular meeting at 10:04 p.m.

Yeas: Harvey, Saganich, Hannon, Klase, O'Connell

Nays: None

President declared motion carried

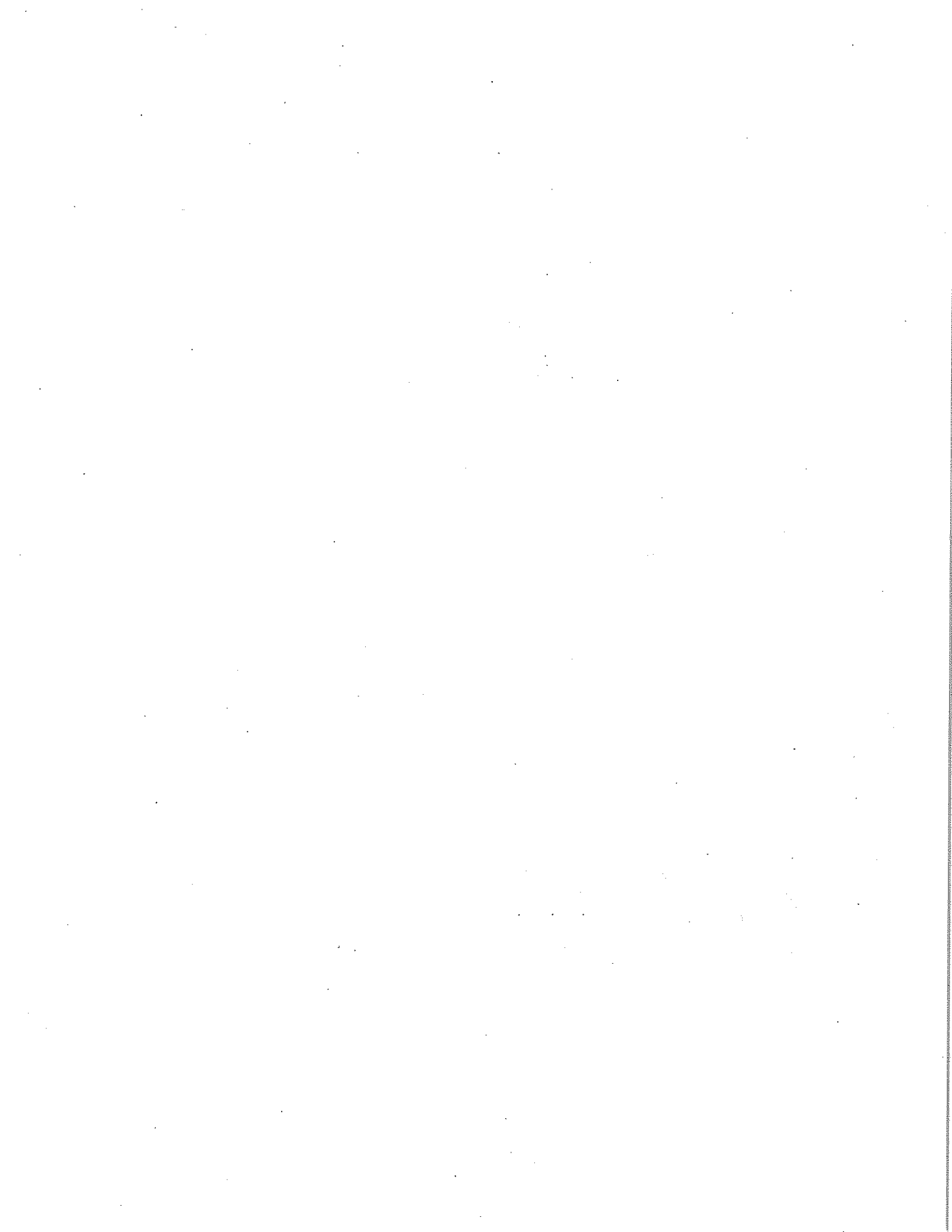
ATTEST:



President



Treasurer



Proposal



AEY ELECTRIC, INC.
 Specialists in Rewiring
 801 N. Meridian Rd.
 YOUNGSTOWN, OHIO 44509
 (330) 792-5745 (330) 792-3055 FAX
 State License #16774 & #16775

PROPOSAL SUBMITTED TO <u>McDonald Board of Education</u>		PHONE	DATE <u>8/2/16</u>
STREET <u>600 Iowa Ave</u>		JOB NAME <u>Concession Service</u>	
CITY, STATE and ZIP CODE <u>McDonald Ohio 44437</u>		JOB LOCATION <u>Stadium</u>	
ARCHITECT	DATE OF PLANS	CONTACT:	

We hereby submit specifications and estimates for:

Service

Eliminate the existing 100amp single phase 120/240V service, meter socket and panels.

Install a new 200amp commercial bypass meter socket, service riser and Square D 200amp main breaker 40 circuit panel. Ground service to code with 2-8' ground rods. Pick up the existing circuits each on separate breakers matched to wire size.

Oven

Install a 50amp 240V feed, receptacle and cord for oven.

Lighting

Furnish and install 2-8' 40amp fluorescent fixtures with ^{Tube} guards.

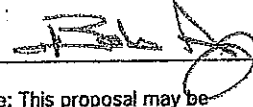
Price includes labor, material and electrical inspection.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Three thousand Five Hundred Eighty dollars (\$ 3580⁰⁰).

Payment to be made as follows: in full upon completion. Balances remaining unpaid 30 days after billing will be subject to a finance charge of 1 1/2% per month (APR 18%). Buyer agrees to pay all costs of the collection including agency and attorney's fees, whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy court, or in any insolvency proceedings.

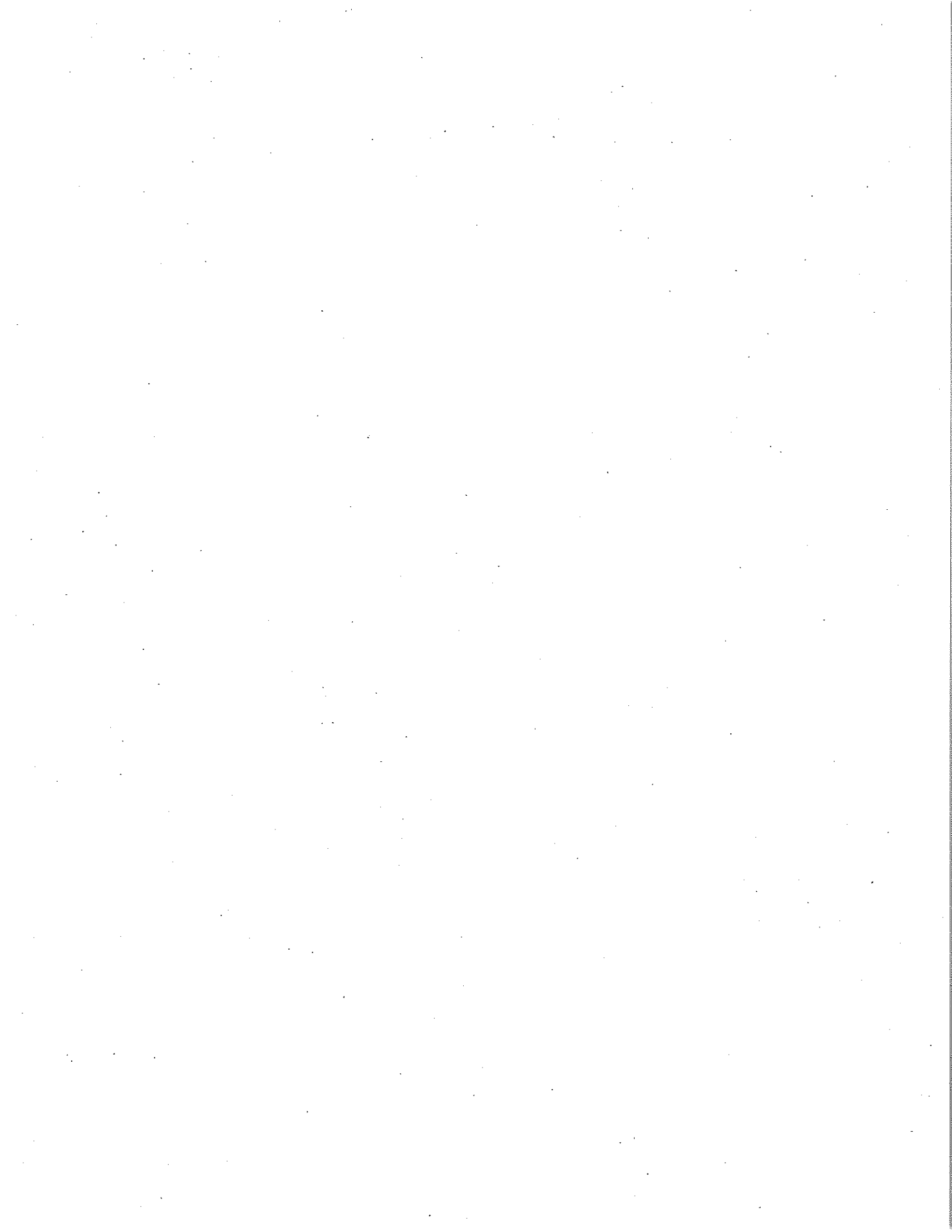
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____





Hylant Administrative Services

EXHIBIT B

811 Madison Ave.
Toledo, OH 43604
P-(800) 249-5268
F-(419) 259-6099
hylant.com

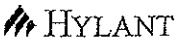
Invoice # 121196	
Date 8/2/2016	Balance Due On 8/2/2016
Insured McDonald LSD - Trumbull	
Account Number MCDOLSD-01	Amount Due \$263.00

McDonald LSD - Trumbull

600 Iowa Avenue
McDonald, OH 44437

Please Return Top Portion with Remittance To 811 Madison Ave. Toledo OH 43603-2083

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
Bond - Public Official (Specify)		Policy #	106436184	Effective:	8/1/16 - 8/1/17
Issuing Company		Travelers Casualty & Surety Co			
878981	8/1/2016	8/2/2016	RENB	Treasurer Bond William Johnson \$100,000	263.00
Total Invoice Balance:					\$263.00



Hylant Administrative Services

811 Madison Ave.

Toledo

OH 43604



Waste Management of Ohio, Inc.
 48797 Alpha Dr Suite 100
 Wixom, MI, 48393
 (866) 797-9018

WM Agreement # S0007696161
 Customer Acct # 784-48053
 Acct. Name TREASURERS OFFICE
 Salesperson Anthony Bleecker
 Effective Date 9/1/2016
 Last API Date 08/22/2015

Service Agreement
 Non-Hazardous Waste Service Summary

Service Information			
Name	MCDONALD HIGH SCHOOL	Contact	Bill Johnson
Address**	600 IOWA AVE	Telephone #	(330) 530-8051
City State Zip	MC DONALD, OH 44437	Fax #	
County/Parish	TRUMBULL	Email	johnb@mcdonald.k12.oh.us

Billing Information			
Name	TREASURER'S OFFICE	Contact	Diane Fossaceca
Address	600 IOWA AVE	Telephone #	(330) 530-8051 x3
City State Zip	MC DONALD, OH 44437	Fax #	
County/Parish	TRUMBULL	Email	fossd@mcdonald.k12.oh.us
PO#			

Customer Comments:

Service Description & Recurring Rates			
Quantity	Equipment	Material Stream	Frequency
1	8 Yard FEL	MSW Commercial	1x Per Week

Base Rate	\$ 110.00
Fuel & Environmental/RCR	\$ 0.00*

Current rate for Extra Pickup (per Lift): \$ 140.00

TOTAL: \$ 110.00*

Customer's Waste Materials not to exceed an average weight of lbs/yard.
 Initial One Time Service Charges*

GRAND TOTAL \$ 110.00*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge, if shown above, are estimated and apply to all Charges; actual charges will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

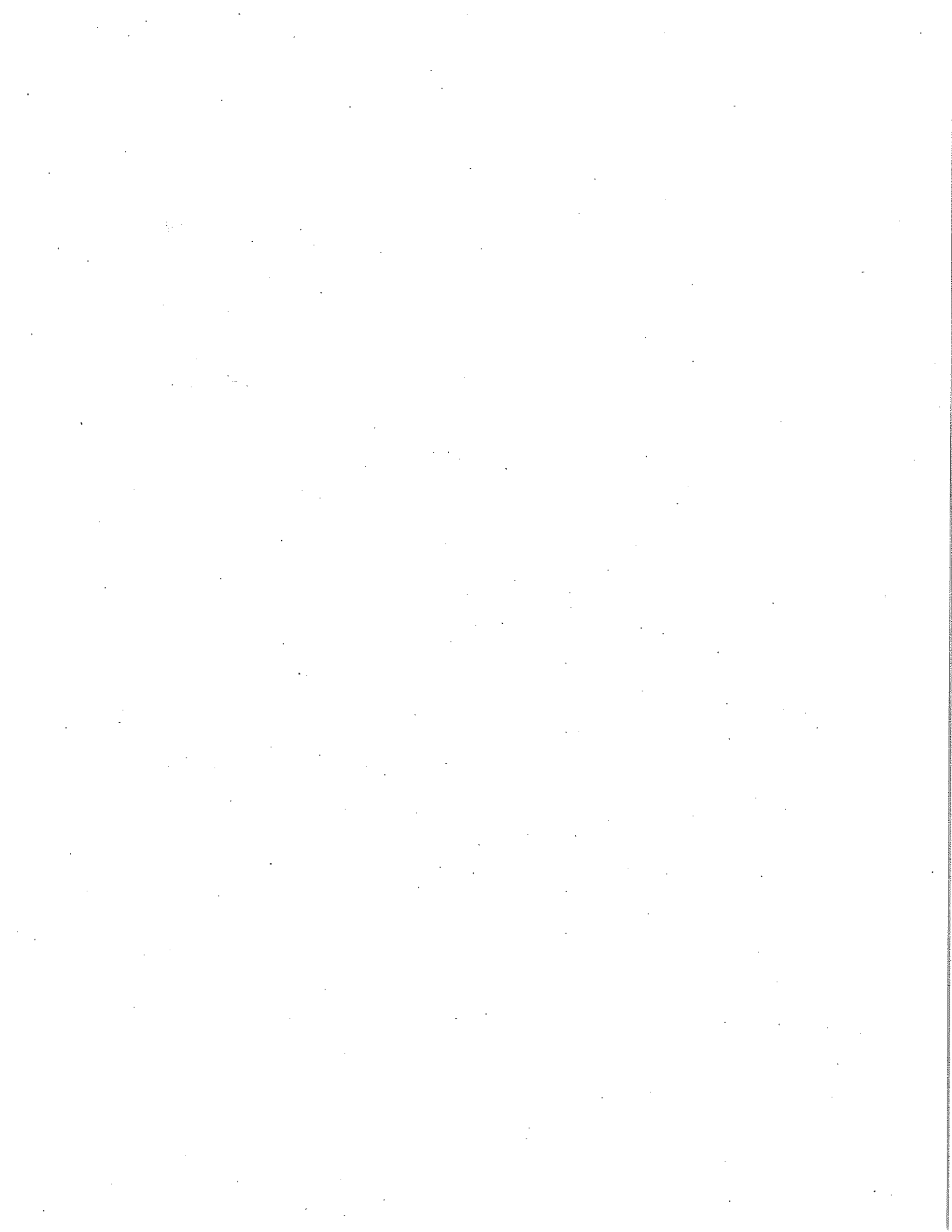
Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Ohio, Inc. Printed Name _____ Waste Management Sales Rep. Title _____ Date _____

Terms and Conditions on following page(s)





Waste Management of Ohio, Inc.
 48797 Alpha Dr Suite 100
 Wixom, MI, 48393
 (866) 797-9018

WM Agreement # S0007696190
 Customer Acct # 784-47995
 Acct. Name TREASURERS OFFICE
 Salesperson Anthony Bleecker
 Effective Date 9/1/2016
 Last API Date 09/22/2015

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name MCDONALD ROOSEVELT ELEMENTARY
 410 7TH ST W
 Address Telephone # (330) 530-8051
 City State Zip MC DONALD, OH 44437
 Fax #
 County/Parish TRUMBULL Email johnb@mcdonald.k12.oh.us
 Customer Comments:

Billing Information

Name TREASURER'S OFFICE
 600 IOWA
 Address Telephone # (330) 530-8051 x3
 City State Zip MC DONALD, OH 44437
 Fax #
 County/Parish Email hughd@mcdonald.k12.oh.us
 PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	8 Yard FEL	MSW Commercial	3x Per Week	Fuel & Environmental/RCR	\$ 300.00 \$ 0.00 *

Current rate for Extra Pickup (per Lift): \$ 140.00

TOTAL \$ 300.00

Customer's Waste Materials not to exceed an average weight of lbs/yard.
 Initial One Time Service Charges*

GRAND TOTAL \$ 300.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge, if shown above, are estimated and apply to all Charges; actual charges will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

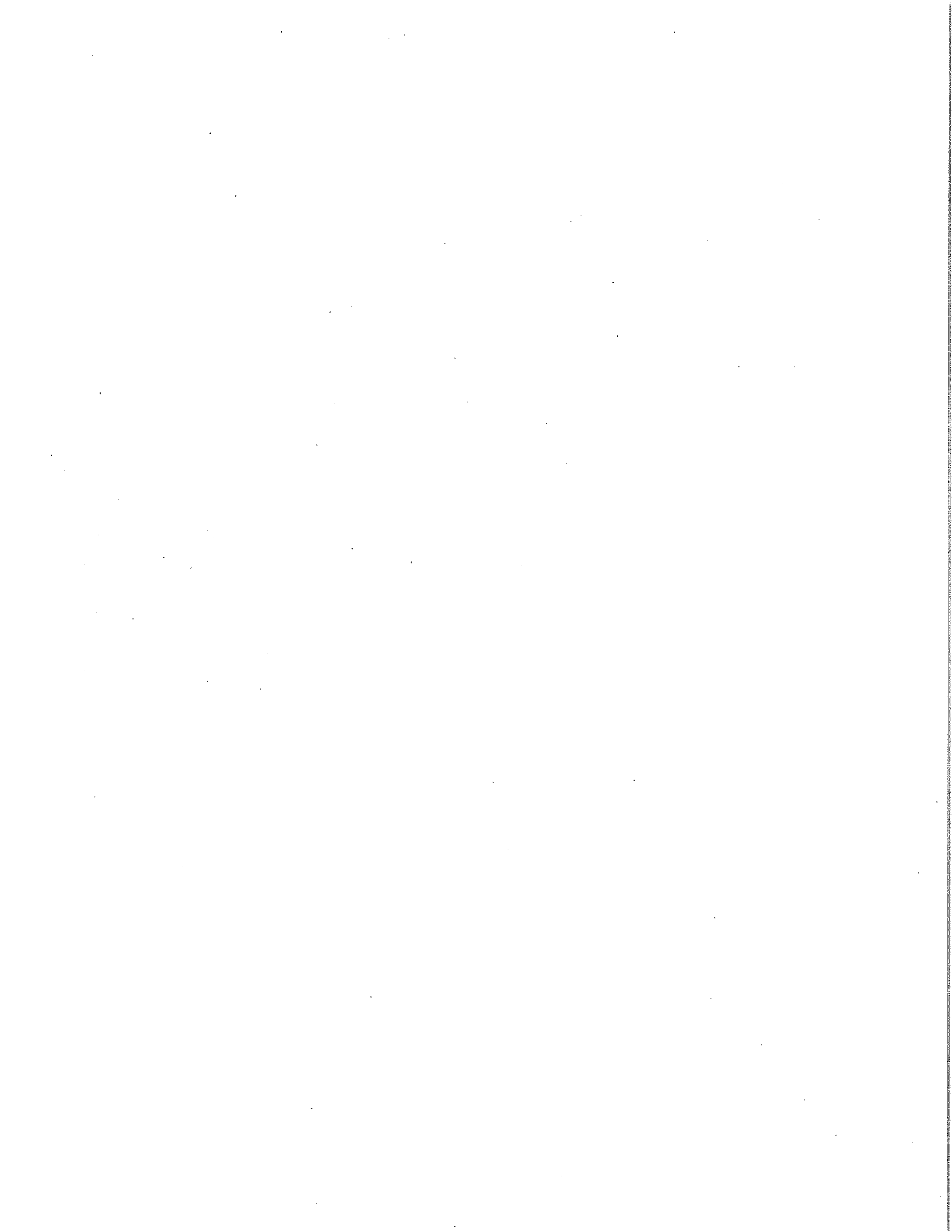
Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company Waste Management of Ohio, Inc. Printed Name _____ Waste Management Sales Rep. Title _____ Date _____

Terms and Conditions on following page(s)



Tuition Billing for the 2016-2017 School Year PROPOSAL AND AGREEMENT

DATE SUBMITTED: July 12, 2016

SUBMITTED TO: Robert A. Rostan, Superintendent
MCDONALD LOCAL SCHOOL DISTRICT
600 Iowa Avenue
McDonald, OH 44437
330-530-8051 (Phone)
Robert.Rostan@neomin.org

SUBMITTED BY: Timothy O'Keefe
5720 Canyon View Drive
Painesville, Ohio 44077
(440) 413-7238
timothyokeefe55@aim.com

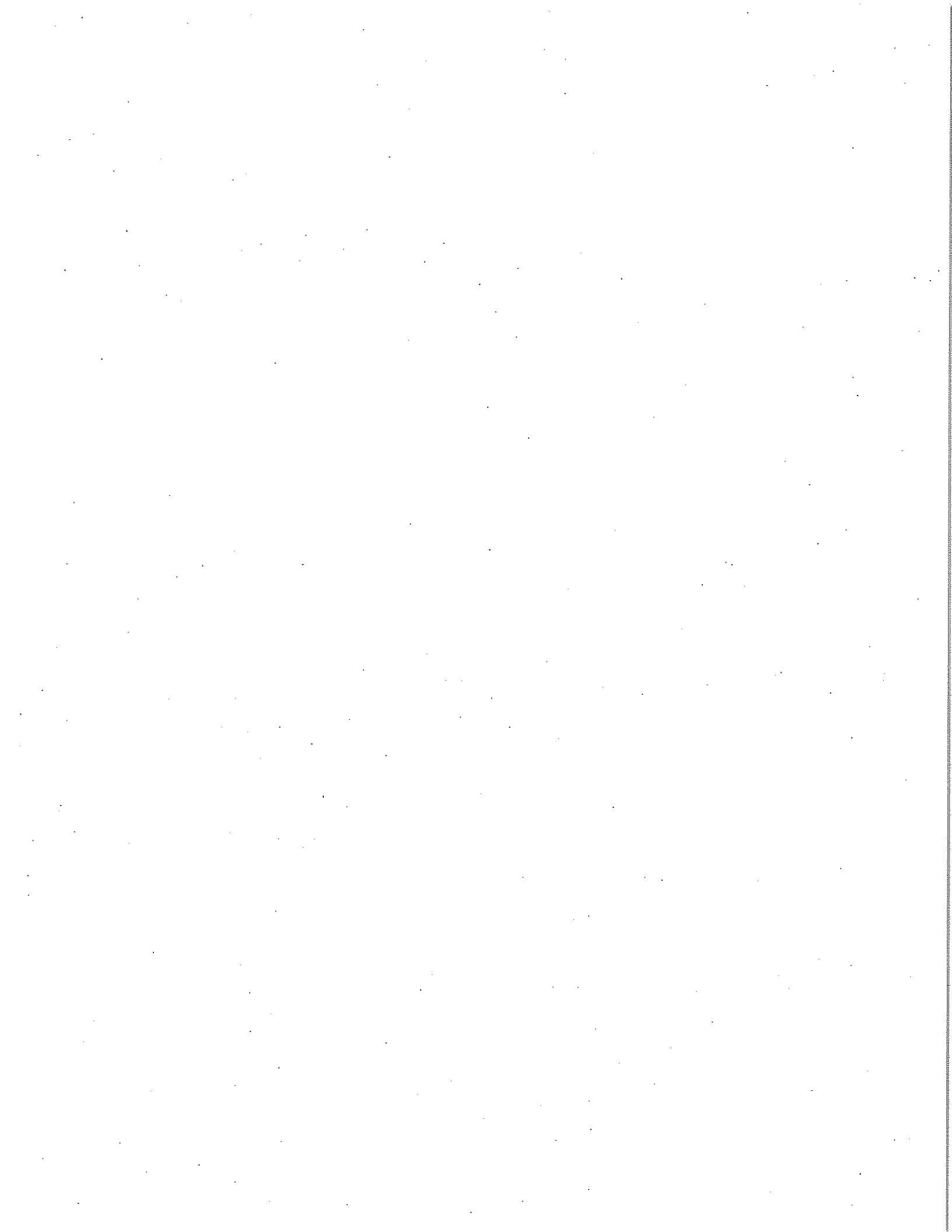
SUBJECT: Tuition Billing Proposal for 2016-2017 School Year

I am submitting this proposal for doing the Tuition Billing (SF-14, SF-14H) for the McDonald Local School District for the 2016-2017 school year.

A. THE NATURE AND SCOPE OF PROPOSED SERVICES

SF-14H Tuition Billing: I will research and prepare a database of the names and demographic information for all court-placed special education (SPED) students attending McDonald Local Schools during the 2016-2017 school year. I will also research, find, and compile the requisite legal paperwork needed to support the claim of tuition responsibility by another school district for each of these court-placed SPED students. I will then prepare notification letters to responsible school districts and the current Superintendent of the school district responsible for tuition payment for these SPED court-placed students attending McDonald Local Schools during the 2016-2017 school year. These letters will need to be signed by Robert Rostan, Superintendent of McDonald Local Schools, and William A. Johnson, Treasurer of McDonald Local Schools, and mailed to the Superintendent/school district responsible for the tuition and excess cost for these SPED court-placed students. I will also prepare the SF-14H forms from the Ohio Department of Education (ODE) for these SPED court-placed students; one form for the first semester of 2016-2017, and another form for the second semester of 2016-2017. These SF-14H forms for each school district will need to be signed and dated by Robert Rostan as the Superintendent of McDonald Local Schools and by William A. Johnson as the Treasurer of the McDonald Local Schools. These forms and copies of the necessary legal paperwork for these students will then need to be mailed to the ODE Area Coordinator's Office.

SF-14 Tuition Billing: I will research and prepare a database of the names and demographic information for all court-placed regular education students attending McDonald Local Schools during the 2016-2017 school year. I will also research, find, and compile the requisite legal



paperwork needed to support the claim of tuition responsibility by another school district for each of these court-placed regular education students. I will also prepare the SF-14 forms from the Ohio Department of Education (ODE) for these regular education court-placed students; one form for the first semester of 2016-2017, and another form for the second semester of 2016-2017. These SF-14 forms for each school district will need to be signed and dated by Robert Rostan as the Superintendent of McDonald Local Schools and by William A. Johnson as the Treasurer of McDonald Local Schools. These forms and copies of the necessary legal paperwork for these students will then need to be mailed to the ODE Area Coordinator's Office.

B. TIME LINE

March 1, 2017: I will prepare the necessary paperwork for first semester, school year 2016-2017, by March 1, 2017.

August 1, 2017: I will prepare the necessary paperwork for second semester, school year 2016-2017, by August 1, 2017.

C. ACCESS

I will need access to student PR's and all records of enrollment and attendance in the school district.


D. COST AND PAYMENT OF SERVICES

I would be paid 10% (ten percent) of the money paid to the McDonald Local School District through the Ohio Department of Education (ODE) monthly Foundation Settlement as a result of SF-14H and SF-14 payments made to McDonald Local School District, only for the SF-14H and SF-14 students I find this school year in addition to the SF-14H and SF-14 students the school district has already identified. I would not bill for court-placed students already identified by the school district. Payment would only be made to me if and when money is paid to the McDonald Local School District by the ODE; if I am not able to find and/or bill tuition for any SF-14H and/or SF-14 students in the McDonald Local School District, the McDonald Local School District would not pay any money for my services.

E. SIGNATURES

7/12/2016

Date



Timothy O'Keefe

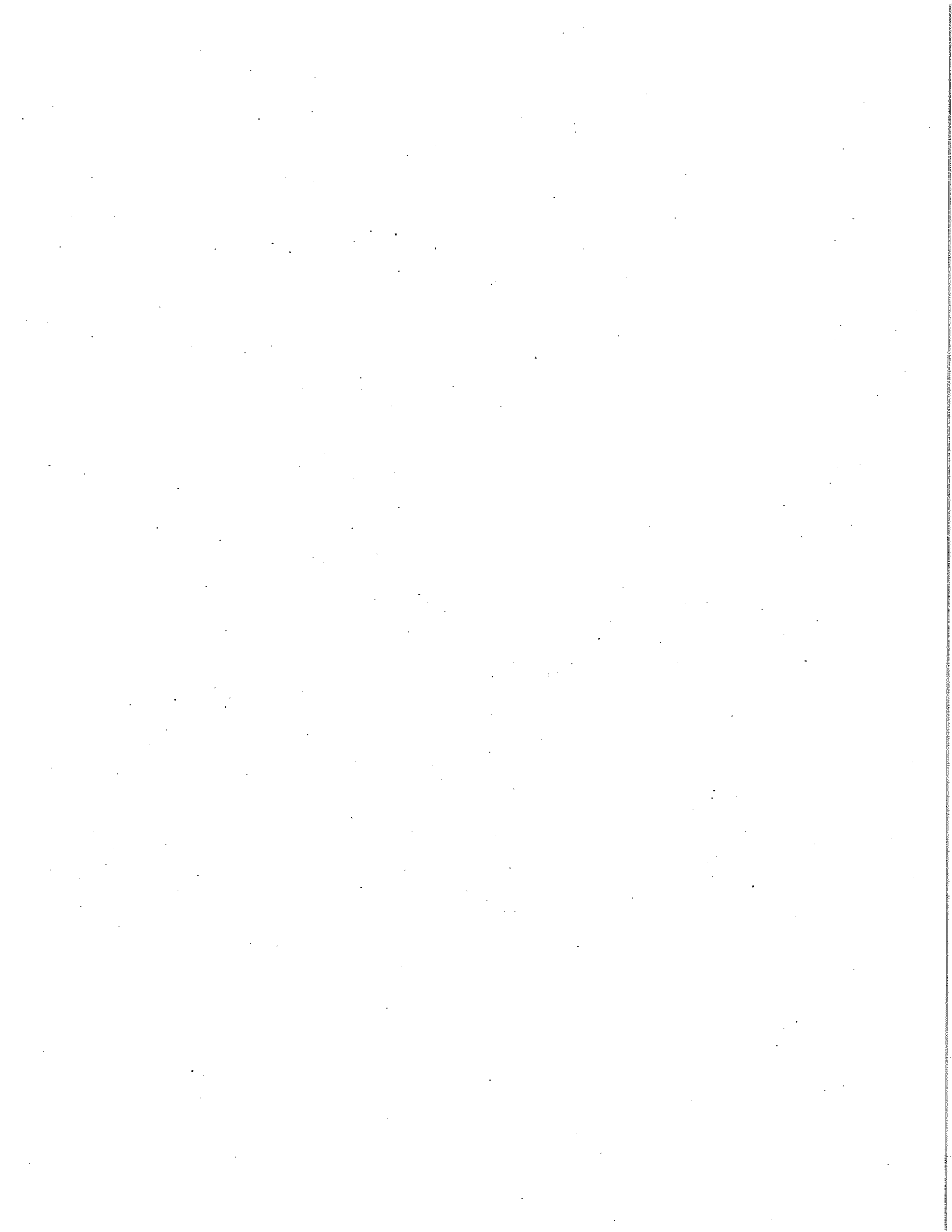
AS OUTLINED ABOVE, WE HEREBY ACCEPT THE TERMS OF THIS PROPOSAL, AS AN AGREEMENT ON BEHALF OF THE MCDONALD LOCAL SCHOOL DISTRICT:

Date

Robert Rostan, Superintendent
MCDONALD LOCAL SCHOOL DISTRICT

Date

William A. Johnson, Treasurer
MCDONALD LOCAL SCHOOL DISTRICT



MCDONALD LOCAL SCHOOLS - SUBSTITUTE ROSTER - 2016/2017 SCHOOL YEARBUS DRIVERS

Baird, Chrissy		787-1819
Deion, Dave	1916 Beaver Trail, Mineral Ridge 44440	717-1963
Dunlop, Steve	45 Redfern Dr., Youngstown 44505	207-5285
Fuentes, Juan	310 N. Cedar Ave., Niles, 44446	207-9808
Lemley, Ricky	1258 Woodledge Drive, Mineral Ridge 44440	553-0224
Longacre, William (Craig)	36 North Crandon, Niles 44446	652-4054/506-0036
Pignanelli, Joe	2165 Watson-Marshall Rd., McDonald	530-3133
Thomas, Diana	2724 McElwain Road, Akron, 44312	978-8909

COOKS

Brown, Lynn	445 Nebraska Ave., McDonald	530-0136
Cox, Jenny	2835 Youngstown Ave., McDonald	980-3855
Hilty, Trisha	231 North Road, Niles 44446	766-9105
Pignanelli, Joe	2165 Watson-Marshall Rd., McDonald	530-3133
Polacek, April	820 Texas Ave., McDonald	530-2520
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954
Turk, Sandra	632 Pennsylvania Ave., McDonald	530-8005

CUSTODIANS

Cox, Jenny	2835 Youngstown Ave., McDonald	980-3855
Esposito, Richard	414 E. Kline St., Girard 44420	518-0167
Hilty, Trisha	231 North Road, Niles 44446	766-9105
Linden, James	423 Hunter Ave., Niles 44446	652-4469/774-4877
Mantz, Sherry	2275 Sixth Street, McDonald	530-0504
Rush, John	719 Oregon Ave., McDonald	530-2374
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954
Turk, Sandra	632 Pennsylvania Ave., McDonald	530-8005

DOMESTIC

Brown, Lynn	445 Nebraska Ave., McDonald	530-0136
Cox, Jenny	2835 Youngstown Ave., McDonald	980-3855
Hilty, Trisha	231 North Road, Niles 44446	766-9105
Rush, John	719 Oregon Ave., McDonald	530-2374
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954
Turk, Sandra	632 Pennsylvania Ave., McDonald	530-8005
Vigorito, Maria	957 Florida Ave., McDonald	716-1239

EDUCATIONAL AIDE

Cox, Jenny	2835 Youngstown Ave., McDonald	980-3855
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954

NURSE

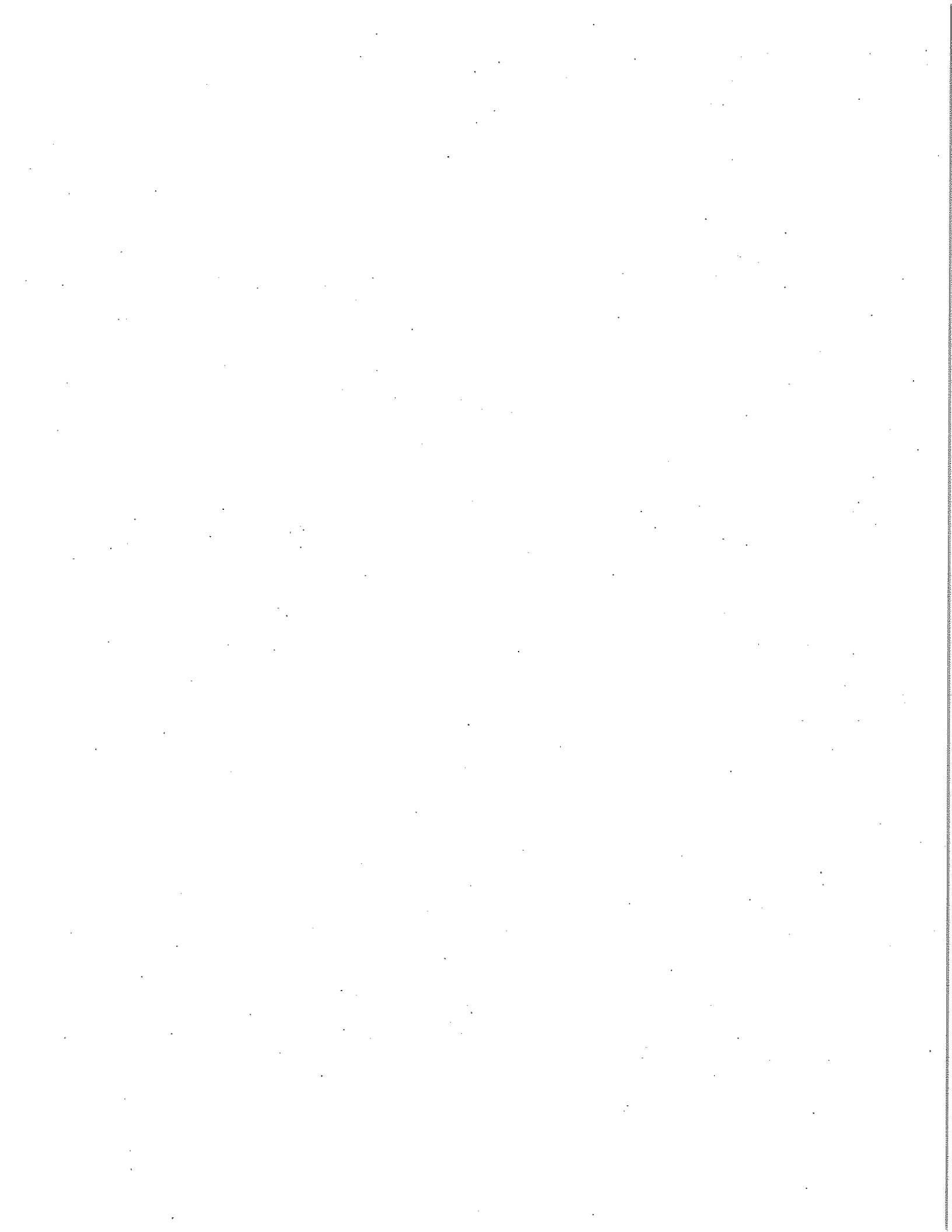
Hanson, Patricia	707 North Rd., SE, Warren 44484	442-9034
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SECRETARIES

Cox, Jenny	2835 Youngstown Ave., McDonald	980-3855
Gatta, Becky	350 Dakota Ave., McDonald.	530-1013
L'Heureux, Collette	903 Iowa Ave., McDonald	881-6769
Natoli, Renee	545 Dakota Ave., McDonald	530-6256
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954
Turk, Sandra	632 Pennsylvania Ave., McDonald	530-8005
White, Janet	2703 W. Liberty St., Girard	530-5803

STUDY HALL MONITOR

L'Heureux, Collette	903 Iowa Ave., McDonald	881-6769
Srock, Lori	1717 Difford Drive, Niles 44446	505-9954
Turk, Sandra	632 Pennsylvania Ave., McDonald	530-8005



GARDINER

System Service Solutions

HVAC Scheduled Maintenance Agreement & Intelligent Services



TYPE COVERAGE:

Level One –
Scheduled Maintenance Agreement
Three-Year Program

CONTRACT PRESENTED TO:

Mr. Robert Rostan
Mr. David Vecchione
Mr. Gary Garkido

McDonald Local Schools
600 Iowa Avenue
McDonald, Ohio 44437

PROJECT AND/OR LOCATION:

McDonald High School
600 Iowa Avenue
McDonald, Ohio 44437

Roosevelt Elementary School
410 West Seventh Street
McDonald, Ohio 44437

PRESENTED BY:

Jeff Covert
Account Manager

AGREEMENT NO:

C004076



GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement price will remain firm for three [3] years. September 01, 2016, through August 31, 2019.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. Gardiner Service Company ("GSC") reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299). The increase in refrigerant costs above the normal escalation rate in your contract and CFC Tax will be billed additional at time of use.

III. **Warranty:** GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 90 days from date of completion of the 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 PARAGRAPHS 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. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against GSC arising from GSC's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by 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, OR 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 OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. **INDEMNITY:** 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.



GENERAL TERMS AND CONDITIONS (continued)

- VI. 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.
- VII. DISPUTES AND 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. Any such discovery shall be completed within four (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.
- VIII. CUSTOMER OBLIGATIONS:** The Customer shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify GSC of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon Customer's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the Customer's responsibility if it becomes classified as hazardous.
- IX. SERVICE COMPANY OBLIGATIONS:** It shall be the responsibility of GSC to inform the Customer of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) **McDonald Local Schools – High School/ Roosevelt Elementary** shall be considered a priority customer; GSC will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GSC and Customer. If there is a conflict with other terms and conditions, these terms and conditions 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.



SCOPE OF COVERAGE
FOR

McDONALD HIGH SCHOOL
&
ROOSEVELT ELEMENTARY SCHOOL

MAINTENANCE AND SERVICES INCLUDED		LEVEL ONE
1	<i>Annual Start-up Service</i>	X
2	<i>Run Inspection</i>	X
3	<i>Shut-down Service</i>	X
4	<i>Annual Condenser Coil Cleaning</i>	X
5	<i>Oil/Refrigerant Sample</i>	X
6	<i>Written Reports</i>	X
7	<i>Emergency Service</i>	X <i>Time and Material</i>

**LEVEL ONE
SCHEDULED MAINTENANCE PROGRAM
HELI-ROTOR CHILLER, A-C
COMPREHENSIVE ANNUAL INSPECTION**

General Assembly

- Report in with the customers' representative.
- Inspect for leaks and report leak check result.
- Repair minor leaks as required (e.g. valve packing, flare nuts).
- Check the condenser fans for clearances and free operation.
- Check tightness of condenser fan motor mounting brackets.
- Check the set screws on the fan shafts.
- Visually inspect the condenser coil for cleanliness.
- Verify the performance of the fan control inverter VFD, if applicable.
- Cleanup unit and work area.

Controls And Safeties

- Take sample of glycol and record freeze point, if applicable.
- Inspect the control panel for cleanliness.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- Test oil pressure safety device (as required). Calibrate and record setting.
- Check and test the operation of the chilled water interlocks.
- Check the chilled water pump control relay contacts.
- Verify the evaporator and chilled water heat tapes are operating.

Lubrication System

- Check oil for discoloration.
- Verify the operation of the oil heater. Measure amps and volts and compare the readings with the watt rating of the heater.

Motor And Starter

- Disable starter per lockout/tagout procedures.
- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration.
- Check the condition of the contacts for wear and pitting.
- Check contactors for free and smooth operation.
- Check all mechanical linkages for wear, security and clearances.
- Check condition and verify tightness of the motor terminal connections.
- Meg the motor and record readings.
- Verify the operation of the electrical interlocks.
- Measure voltage and record.
- Provide a written report of completed work and indicate any uncorrected deficiencies noted.

STARTUP PROCEDURE

- Report in with the customers' representative.
- Verify the operation of the oil sump heaters.
- Verify a full chilled water system.
- Start the chilled water pump.
- Test the operation of all flow-proving devices on the chilled water circuit.
- Start the chiller.
- Verify the unit starter panel operation, amperage, and voltage.
- Verify the operation of proper startup sequence
- Check the setpoint and sensitivity of the chilled water temperature control. Verify the operation.
- Verify the operation of the current control device.
- Check for proper refrigerant level.
- Verify the operation of the capacity control slide valves.
- Verify the operation of the "load" and "unload" solenoid valves.
- Verify the lead-lag compressor operation.
- Verify the operation of the electronic expansion valves.
- Check pressure drop across the oil filter.
- Verify clear refrigerant sight glasses.
- Check oil level.
- Review operating procedures with operating personnel.
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies noted.

CDS-200

AIR COOLED CONDENSER COIL CLEANING

- Report in with the customers' representative.
- Disable unit per lockout tagout procedures.
- Clean air cooled condenser coils using pressurized water. (Opposite path of air.)
- Enable unit.
- Cleanup work area.
- Provide a written report of completed work.

Analysis Services

Various diagnostic tests are to be performed depending on equipment type and duty. Reports with interpretation and recommendations to be included.

- TKO Analysis
 - This test using a refrigerant oil test kit provides an indication of whether the acid number of the refrigerant oil is safe or unsafe



INTELLIGENT SERVICES
SCOPE OF COVERAGE
AT
Roosevelt Elementary School
410 West Seventh Street
McDonald, Ohio 44437

OPERATIONAL SUPPORT		INCLUDED SERVICES
I	<i>Operational Review Inspections</i>	X
II	<i>Help Desk Support</i>	X
III	<i>Software Maintenance and Upgrades</i>	X
IV	<i>Hardware Replacement</i>	
V	<i>Remote Alarm Setup</i>	
VI	<i>Remote Alarm Monitoring & Diagnostics (8:00am-5:00pm)</i>	
VII	<i>24 hr. Remote Alarm Monitoring & Diagnostics</i>	
VIII	<i>Utility Bill Analysis</i>	X
IX	<i>Dynamic Commissioning</i>	X
X	<i>Training</i>	



I. Operational Review Inspections

The operator interface is the key to the performance of the building temperature control and automation system and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Services technician to inspect the database to help ensure proper operation. Time-of-day equipment scheduling, date, time, temperature settings, and alarm logs will be reviewed and any minor changes will be made as directed.

On-Site Operational Reviews – 2/Yr

Report in with the Customer Representative.

Verify controller communications.

Evaluate event log for alarms and control issues.

Check schedules within control system for proper operation.

Verify the proper operation of critical control processes and points associated with this unit and make adjustments if necessary.

Check remote access operation, if applicable.

Run site report for overridden objects that may be negatively impacting building/controller performance.

Verify correct time and date.

Perform a system backup.

Review operating procedures with operating personnel.

Review the current building operating parameters and building utilization patterns and make programming recommendations to improve the energy efficiency of the facility.

Review reports with the clients for operational problems and trends.

Provide a written report of completed work, and indicate any uncorrected deficiencies.

Remote Operational Reviews – 2/Yr

Verify proper values for critical controller diagnostics.

Check time of day schedules on controllers.

Verify correct time and date.

Check and update holiday schedules, if applicable, and daylight savings time.

Run site report for overridden objects that may be negatively impacting building/controller performance.

Check for programming optimization routines.

Provide a written report of completed work, and indicate any uncorrected deficiencies.

Dedicated remote system access is a requirement for this service. A direct connection should be established in which only Gardiner's public IP addresses would have access to the customer external IP address and port. The port(s) would forward to the panels being monitored.



II. Help Desk Support

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with minor questions related to the operation of the temperature control and building automation system. They can help assist with such things as:

- Setpoint changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation

Dedicated remote system access is a requirement for this service. A direct connection should be established in which only Gardiner's public IP addresses would have access to the customer external IP address and port. The port(s) would forward to the panels being monitored.

III. Software Maintenance and Upgrades*

Control system software is periodically upgraded and software patches are generated to improve system functionality. To assure that your system remains current with the latest major and minor revisions, the labor and material costs to install current patches compatible with the existing system software are included. In addition, a backup of the database will be performed to allow for ease in restoration in the event of catastrophic system failure. This will be performed during the on-site operational reviews.

*Upgrades may require software application updates to your computer (i.e. Java, Windows, etc.) – which are not included under the scope of this agreement.

IV. Utility Bill Analysis – 4/yr

The Gardiner Energy Analyst will review energy data using a web driven system that is updated monthly reflecting utility performance. The data will be taken continuously, tabulated monthly and reported quarterly. The Energy Analyst will monitor and track building performance, adjusting for weather and other applicable variables, and make recommendations for improvements in a report format. In addition the facility's Energy Star rating will also be tracked.

V. Dynamic Commissioning™ – 2/yr

The Gardiner Energy Services Systems Analyst will utilize a data acquisition tool to gather and trend building data to determine systems performance and to identify anomalies. This information will be interpreted to make recommendations on system operation. This process includes leaving a stand-alone laptop (provided by Gardiner) on site for a week to gather continuous data on key system points. Results and recommendations will be presented in a report format.



SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT AND LOCATION: HVAC
McDonald High School
600 Iowa Avenue
McDonald, Ohio 44437

HVAC & Intelligent Services
Roosevelt Elementary School
410 West Seventh Street
McDonald, Ohio 44437

GARDINER TRANE COMPANY, herein referred to as the Service Company, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the Service Company.

EQUIPMENT TO BE SERVICED:

High School: TWO TRANE CHILLERS – RTAC1404 – S/N U01M02445 / U01M02446
Roosevelt Elementary: ONE TRANE CHILLER – RTAC2504UD – S/N U02G05558

This agreement price is **\$22,168.00** per year, payable annually. These prices do not include applicable taxes, if any. **This agreement price is firm for three [3] years.**

This agreement is effective from **September 01, 2016**, through **August 31, 2019**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: 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.

SUBMITTED BY: Jeff Covert & Kevin Pugely
Account Managers

DATE: August 8, 2016

CUSTOMER ACCEPTANCE:

Signature 

Title Superintendent

Acceptance Date 08/16/2016

Purchase Order No. _____

SERVICE COMPANY APPROVAL:

Signature _____
Jeff Covert

Title _____
Account Manager

Signature _____
Kevin Pugely

Title _____
Account Manager



31200 Bainbridge Road
Solon, Ohio 44139
(440) 248-3400
(Ohio) 600 251-4044
Fax: (440) 574-6980

Date: August 8, 2016

Quotation Number: 7318
Limiting Date: 30 Days

To: Mr. Bob Rostan
McDonald Local School District
600 Iowa Avenue
McDonald, Ohio 44437

Re: Roosevelt Elementary School – Building Automation System Integration

Dear Bob,

Based upon several discussions and our most recent site survey (8/5/16), Gardiner is pleased to provide a proposal to replace the existing Allerton master controller, troubleshoot existing system communication issues and integrate into the existing Allerton unitary controllers at Roosevelt Elementary School.

In addition, Gardiner's proposed solution will address and alleviate the existing system issues as communicated by the administration:

- Indoor air quality and temperature inconsistency that negatively affects the learning environment.
- Custodians have no reliable view into the status and operation of the heating and cooling equipment – No proactive alert to impending problems.
- Heating and cooling equipment cycling and operating more than needed – leading to pre-mature equipment failure and excessive energy use.

Current Situation

The existing Allerton building automation system (BAS) was installed to control, schedule and monitor the HVAC equipment at Roosevelt Elementary School. While there are known occupant comfort issues, a need to have improved visibility into the operation of HVAC equipment, and proactive notification when equipment is not operating as scheduled; most of the Allerton equipment is operational and worth re-purposing.

The Allerton BAS consists of a master controller and individual unitary controllers on the HVAC equipment. The electrical connection between the master controller and the unitary controllers installed utilizes three separate links. During our site survey (8/5/16) we utilized a diagnostic software tool to test communication on all three links. Two of the three links tested positive. The third link, consisting of (19) nineteen unitary controllers, had a communication fault with several of the unitary controllers. This is addressed in Gardiner's proposed solution.

Proposed Solution

Gardiner has broken its offering down into three key components.

1. The first is the replacement of the Allerton master controller with a new web based master controller. The master controller has all the necessary software onboard to allow for remote connectivity. The master controller will reside on the District's local area network and remote access is achieved via any web enabled device (i.e. smart phone, laptop, touch pad) with the proper login credentials. The master controller will also be equipped with proper software drivers to connect with any new or existing unitary controllers.

2. Addressing the communication fault listed above, Gardiner has included technical labor time for troubleshooting. Gardiner will not know with certainty the proper remedy until our technicians thoroughly investigate the issue. It may be as simple as an addressing correction or it may require replacement of unitary controllers. In the scope of work and pricing below Gardiner has included an investment range for the replacement of a unitary controller, if needed.
3. Gardiner is offering an Intelligent Service (IS) Agreement to address the comfort issues and improve the operational performance of the HVAC equipment (proposed separate and included as a part of the HVAC service agreement).

The multi-year IS agreement provides Gardiner with the opportunity to work over an extended period of time with the schools administrators, faculty and staff to address and improve the temperature issues throughout Roosevelt Elementary School. With regard to operational efficiency Gardiner will collect energy data and create an accurate Energy Star score. As we learn the operational characteristics of the building we will work with Administration to implement energy conservation programming strategies to improve the energy efficiency of the building. We will produce regular reports and utilize the original score as a benchmark to evaluate the progress made. Our goal being an Energy Star score of 75 or greater.

System Quotation

Gardiner will provide the following turn-key installation:

1. Removal of the existing Allerton master controller and installation of (1) one open protocol controller.
2. Installation of the necessary software driver for connection to the re-purposed Allerton unitary controllers.
3. Technical labor to identify the root cause of any existing control network communications issues. Gardiner has included time to make minor set up modifications. If unitary controller(s) need to be replaced it will be quoted separately from this proposal as outlined below.
4. Technical labor to engineer, program, develop system level and floor plan graphics, start-up and commissioning.
5. Up to eight (8) hours of operational training.
6. One (1) year warranty on all labor and material included in the proposal.

Total Investment: \$36,610

Unitary Controller Replacement

Gardiner will have a clear and definite answer if any unitary controllers will need to be replaced after the checkout is complete. Gardiner has identified a replacement cost range per controller (\$1,200 - \$1,500). The final pricing will be dependent upon the number of controllers replaced, if necessary.



21200 E. Lakes Road
Solon, Ohio 44139
(440) 248-3400
(Ohio) 800-251-4044
FAX (440) 349-6900

Project Qualifications

- The client is responsible for the necessary network drop 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 Trane 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

Thank you for your consideration of Gardiner for this project. We look forward to discussing this offering with you directly. If you have any immediate questions concerning this proposal, please bring them to our attention.

Respectfully,

Jeff Covert
Service Account Manager

F. Kevin Pugely
Sustainability Services

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: Robert [Signature]

Date: 08/16/2016

Standard Contract Terms and Conditions -- Roosevelt Elementary School -- Building Automation System Integration

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company ("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 and 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. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**


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 and 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: \$36,610.00

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.

Customer Signature of Acceptance: 

Date: 08-16-2016

GSC Representative: _____

Date: _____