

CLEVELAND PUBLIC LIBRARY

Finance Committee

May 16, 2017

**RESOLUTION TO PURCHASE AIR CONDITIONING UNIT FOR MOUNT PLEASANT
BRANCH**

WHEREAS, On or about March 1, 2017, the air conditioning unit on the roof of the Mount Pleasant Branch of the Cleveland Public Library was vandalized and stripped of metal for scrap; and

WHEREAS, The Library has determined that it is necessary to replace the rooftop air conditioning unit with a combination heating/air conditioning unit to be placed on the roof of the Mount Pleasant Branch; and

WHEREAS, The Library sought proposals for the sale and installation of a rooftop heating and air conditioning unit to verify competitive pricing and received the following three quotes:

<u>Vendor</u>	<u>Total Price Installed</u>
Synergy, LLC	\$29,300.00
Gardiner Services Co., LLC	\$33,631.00
Carrier Corporation	\$35,800.00

WHEREAS, The price quotation from Synergy, LLC offers the lowest and best price for the purchase and installation of the rooftop heating and air conditioning unit with a total purchase price of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00); now therefore be it

RESOLVED, That the Board of Trustees of the Cleveland Public Library hereby authorizes the Executive Director, CEO, or his designee, to enter into an agreement with Synergy, LLC, subject to the approval of the Chief Legal Officer, for the purchase and installation of a rooftop heating and air conditioning unit for the Mount Pleasant Branch for a total price not-to-exceed Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00), with the expenditure being charged to the General Fund Account 17730053-53310 (Building Repair).



SYNERGY

Mechanical Contractor

529 Grant Street, Suite # 105 Akron, Ohio 44311

Phone: (330) 253-3500 * Fax: (330) 253-3025

OFFICE@SYNERGYLLC.US.COM

We are an Equal Opportunity Employer

April 7, 2017

Cleveland Public Library

Attn: Michael Ucic

Re: Mt. Pleasant Branch – Rooftop Heating & A/C Unit Replacement

We are pleased to provide the following quotation to replace the existing rooftop unit at the above referenced project.

\$29,300

Included:

1. Demolition
2. New 12.5 ton rooftop heating and air conditioning unit
3. New curb adapter
4. Disconnect and reconnect sheet metal ductwork
5. Disconnect and reconnect electrical power and temperature control wiring
6. New 7-day programmable thermostat
7. Disconnect and reconnect natural gas piping
8. Rigging
9. Work to be performed on a Sunday morning due to the location of the crane set-up on the adjacent property

Excluded:

1. Sales Tax
2. Air balancing

Please call if you have any questions, or would like to modify our scope of work.

Sincerely,

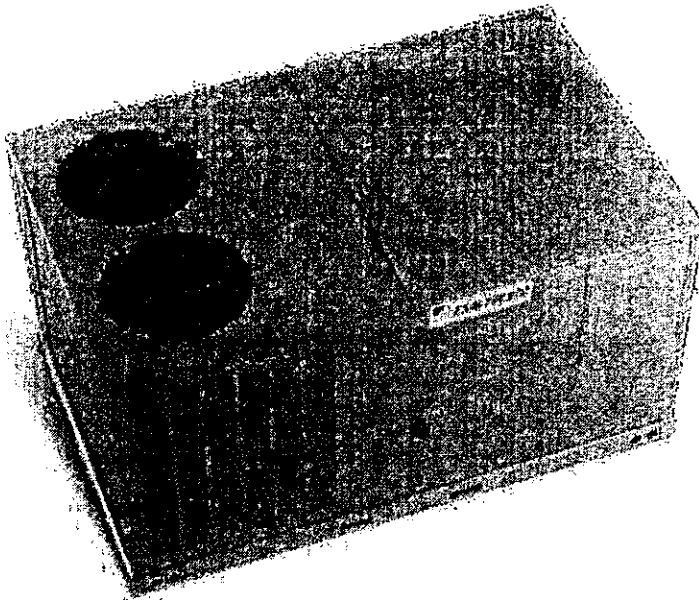
Synergy, LLC



DCG COMMERCIAL

7½ - 12½ TON PACKAGED GAS/ELECTRIC
UP TO 11.3 EER / 80% AFUE

COOLING CAPACITY: 88,000 — 144,000 BTU/H
HEATING CAPACITY (OUTPUT): 168,000 BTU/H



■ Contents

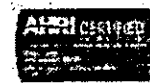
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■ Standard Features

- TuffTube™ tubular heat exchanger
- High-efficiency scroll compressors
- Two-stage heating and cooling
- Copper tube / aluminum fin coils
- Power block for field wiring
- High-capacity, steel-cased filter drier
- Single-point entry
- 24-volt terminal strip
- Convertible airflow orientation
- Built-in filter rack with standard 2" filters
- Complies with California Low NOx emissions standards
- Units meet the performance outlined in Table 6.8.1A of ASHRAE Standard 90.1-2010
- AHRI Certified; ETL Listed

■ Cabinet Features

- Heavy-gauge, galvanized-steel cabinet with UV-resistant powder-paint finish
- Full perimeter rail
- Sloped drain pan
- Easy to service



* Complete warranty details available from your local dealer or at www.daikincomfort.com.

PCG 150 210 3B XXX

	D	C	G	090	210	3	B	*	*	*	A	*	
	1	2	3	4,5,6	7,8,9	10	11	12	13	14	15	16	
												REVISION LEVELS	
												Major & Minor	
BRAND												FACTORY-INSTALLED OPTIONS	
D Daikin												X No Options	
CONFIGURATION												A Non-powered convenience outlet	
C Commercial												B Powered convenience outlet	
T High Efficiency (3-5 Tons)												C Low-ambient kit	
APPLICATION												D Return air smoke detector	
C Cooling ¹												E Supply air smoke detector	
G Gas Heat												F Non-powered convenience outlet; Low-ambient kit	
H Heat Pump ²												G Non-powered convenience outlet; Return air smoke detector	
NOMINAL COOLING CAPACITY												H Non-powered convenience outlet; Supply air smoke detector	
036	3 Tons	102	8½ Tons	300	25 Tons							J Non-powered convenience outlet; Return & Supply air smoke detectors	
048	4 Tons	120	10 Tons							K Non-powered convenience outlet; Low-ambient kit; Supply air smoke detector			
060	5 Tons	150	12½ tons							L Non-powered convenience outlet; Low-ambient kit			
072	6 Tons	180	15 Tons							M Powered convenience outlet; Return & Supply air smoke detectors			
090	7½ Tons	240	20 Tons							N Powered convenience outlet; Return air smoke detector			
NOMINAL HEATING CAPACITY												O Powered convenience outlet; Return & Supply air smoke detectors	
Gas/Electric A/C H/P Factory-Installed Electric Heat												P Powered convenience outlet; Supply air smoke detector	
045	45,000 BTU/h	XXX	No Heat							Q Powered convenience outlet; Low-ambient kit; Return air smoke detector			
090	90,000 BTU/h	010	10 kW	030	30 kW							R Powered convenience outlet; Low-ambient kit; Supply air smoke detector	
115	115,000 BTU/h	015	15 kW	031	30 kW							T Powered convenience outlet; Low-ambient kit; Return & Supply air smoke detectors	
140	140,000 BTU/h	016	15 kW	045	45 kW							U Non-powered convenience outlet; Low-ambient kit; Return air smoke detector	
210	210,000 BTU/h	018	18 kW	046	45 kW							V Low-ambient kit; Return air smoke detector	
350	350,000 BTU/h	020	20 kW	060	60 kW							W Low-ambient kit; Supply air smoke detector	
400	400,000 BTU/h	025	25 kW							Y Low-ambient kit; Return & Supply air smoke detectors			
See product specifications for heat size(s) available for each capacity.												Z Return & Supply air smoke detectors	
VOLTAGE												FACTORY-INSTALLED OPTIONS	
1	208-230/1/60	4	460/3/60							X Standard Aluminized Heat Exchanger			
3	208-230/3/60	7	575/3/60							S Stainless-Steel Heat Exchanger			
SUPPLY FAN/DRIVE TYPE/MOTOR												D Hinged Panels (3-12½ Tons)	
B	Belt Drive (single speed)	V	Two-Speed Belt Drive (also designates 6-Ton with two-stage compressor)							K Stainless-Steel Heat Exchanger; Hinged Panels (3-12½ tons)			
D	Direct Drive (3-5 Tons)							B Phase Monitor					
FACTORY-INSTALLED OPTIONS												J Stainless Steel Heat Exchanger; Phase Monitor	
A	Ultra Low-Leak Downflow Economizer ³	R	Ultra Low-Leak Downflow Economizer ³ ; DDC-BACnet protocol;							M Hinged Panel (3-12½ tons); Phase Monitor			
B	DDC-BACnet protocol							L Stainless-Steel Heat Exchanger; Hinged Panels (3-12½ tons); Phase Monitor					
F	Ultra Low-Leak Downflow Economizer ¹ ; DDC-BACnet protocol												
H	Disconnect Switch (non-fused)	V	Low-Leak Downflow Economizer ²										
J	Ultra Low-Leak Downflow Economizer ¹ ; Disconnect Switch (non-fused)	W	Low-Leak Downflow Economizer ² ; Disconnect Switch (non-fused)										
M	Disconnect Switch (non-fused); DDC-BACnet protocol	X	No Options										
Note: Not all options available for all products.													
¹ Please contact RRS Rooftop Systems directly if Power Exhaust is required. Ultra Low-Leak economizer for DDC controls.													
² Please use part number DPE901502 / DPE901504 / DPE901507 if Power Exhaust is required.													
³ X= No Options in character 13th													

FACTORY-INSTALLED OPTIONS

- **Stainless-Steel Heat Exchanger (DCG units only):** A tubular heat exchanger made of 409-type stainless steel is installed in the unit.
- **Low-Ambient Kit:** Allows for cooling operation at lower outdoor temperatures. On the 3- to 6-ton units, cooling operation is extended from 60°F ambient temperature to 35°F outside air temperature. On 7½ -20 ton units, cooling operation is extended from 35°F ambient temperature to 0°F outside air temperature. For 25 ton units, cooling operation is extended from 24°F ambient temperature to 0°F outside air temperature.
- **Economizers (Downflow):** Based on air conditions, can provide outside air to cool the space.
- **Electric Heat Kits (DCC and DCH units only):** Available in all voltage options.
- **Non-powered Convenience Outlet:** A 120V, 15A, GFCI outlet makes it easier for technicians to service the unit once an electrician runs power to the outlet.
- **Powered Convenience Outlet:** A 120V, 15A, GFCI outlet powered with a transformer built into the unit. When a factory-installed powered convenience outlet is installed in the equipment, the unit MCA (Min. Circuit Ampacity) will increase by 7.5A for 208/230V units, increase by 3.75A for 460V units, and by 3A for 575V units. The MOP (Max. Overcurrent Protection) device must be sized accordingly.
- **Disconnect Switch (non-fused; 3-phase units only):** A disconnect switch is installed in the unit and factory wiring will be complete from the switch to the unit. Please note that for air conditioning (DCC units) and heat pump models (DCH units), the appropriate electric heat kit must be ordered to be factory-installed along with the disconnect switch (non-fused) when it is ordered. Please note that for models with a powered convenience outlet option and a disconnect switch (non-fused) option, the power to the powered convenience outlet will be shut off when the disconnect switch (non-fused) is in the off position.
- **Return Air and/or Supply Air Smoke Detectors:** Return air and/or supply air smoke detectors are installed in the unit.
- **Two-speed indoor fan blower models** are available on 6, 7½, 8½, 10, 12½, 15, 20 & 25 ton units. Section 6.4.3.10.b of ASHRAE Standard 90.1-2010 and Section 6.5.3.2.1.a of ASHRAE Standard 90.1-2013 require a minimum of two fan speeds. Section 140.4(m)1 of California Energy Commission Title 24 2013 contains a similar provision. When the units with the two-speed indoor fan blowers operate on a call for the first stage of cooling, the fan operates at low speed, which is 66% of full speed. When the units operate on a call for the second stage of cooling, the fan operates at full speed. In heating operation, the fan operates at full speed. During ventilation operation, the fan operates at low speed.
- **Hinged Access Panels:** Allows access to unit's major components. Combined with latches for easy access to control box, compressor, filters and blower motor. Available on 3-12½ Tons units.

	DCG150 2103B***A*	DCG150 2103V***A*	DCG150 2104B***A*	DCG150 2104V***A*	DCG150 2107B***A*	DCG150 2107V***A*
COOLING CAPACITY						
Total, BTU/h	144,000	144,000	144,000	144,000	144,000	144,000
Sensible BTU/h	100,000	100,000	100,000	100,000	100,000	100,000
EER / IEER	10.8 / 11.0	10.8 / 12.0	10.8 / 11.0	10.8 / 12.0	10.8 / 11.0	10.8 / 12.0
Decibels	83	83	83	83	83	83
ARI Reference #s	6885862	6885865	6885862	6885865	6885862	6885865
HEATING CAPACITY						
High Input / Output BTU/h	210,000 / 168,000		210,000 / 168,000		210,000 / 168,000	
Low Input / Output BTU/h	157,500 / 126,000		157,500 / 126,000		157,500 / 126,000	
Steady State Efficiency	80	80	80	80	80	80
Temperature Rise Range (°F)	15 - 45	15 - 45	15 - 45	15 - 45	15 - 45	15 - 45
No. of Burners	6	6	6	6	6	6
EVAPORATOR MOTOR / COIL						
Motor Type (Belt Drive)	Belt Drive	2-speed Belt Drive	Belt Drive	2-speed Belt Drive	Belt Drive	2-speed Belt Drive
Indoor Nominal CFM	3,900	3,900	3,900	3,900	3,900	3,900
Indoor Motor FLA (Cooling)	9.4	9.1	4.7	4.3	4.2	3.5
Horsepower - RPM	3.0 - 1,725	3.0/1760-1165	3.0 - 1,725	3.0/1760-1165	3.0 - 1,725	3.0/1760-1165
Piston Size (Cooling)	0.092	0.092	0.092	0.092	0.092	0.092
Filter Size (Qty)	(4) 20" x 25" x 2"	(4) 20" x 25" x 2"	(4) 20" x 25" x 2"	(4) 20" x 25" x 2"	(4) 20" x 25" x 2"	(4) 20" x 25" x 2"
Drain Size (NPT)	¾"	¾"	¾"	¾"	¾"	¾"
R-410A Refrigerant Charge Cir #1/ #2 (oz.)	175	175	175	175	175	175
Evaporator Coil Face Area (ft²)	14.7	14.7	14.7	14.7	14.7	14.7
Rows Deep / Fins per Inch	4 / 15	4 / 15	4 / 15	4 / 15	4 / 15	4 / 15
BELT DRIVE EVAP FAN DATA						
# of Wheels (D x W)	(1) 15" x 15"	(1) 15" x 15"	(1) 15" x 15"	(1) 15" x 15"	(1) 15" x 15"	(1) 15" x 15"
Motor Sheave / Blower Sheave	VL40 / AK66	VP44 / AK71	VL40 / AK66	VP44 / AK71	VL40 / AK66	VP44 / AK71
Belt	AX49	AX48	AX49	AX48	AX49	AX48
CONDENSER FAN / COIL						
Quantity of condenser Fan Motors	2	2	2	2	2	2
Horsepower - RPM	½ - 1,075	½ - 1,075	½ - 1,075	½ - 1,075	½ - 1,075	½ - 1,075
Fan Diameter / # Fan Blades	22/3	22/3	22/3	22/3	22/3	22/3
Outdoor Nominal CFM	8,400	8,400	8,400	8,400	8,400	8,400
Face Area (ft²)	39.0	39.0	39.0	39.0	39.0	39.0
# Coils / Rows Deep - Fins per Inch	2/2 rows 27 fpi	2/2 rows 27 fpi	2/2 rows 27 fpi	2/2 rows 27 fpi	2/2 rows 27 fpi	2/2 rows 27 fpi
COMPRESSOR						
Quantity / Type / Stage	2 / Scroll / 1	2 / Scroll / 1	2 / Scroll / 1	2 / Scroll / 1	2 / Scroll / 1	2 / Scroll / 1
Compressor RLA / LRA ea.	22.4 / 149	22.4 / 149	10.6 / 75	10.6 / 75	7.7 / 54	7.7 / 54
ELECTRICAL DATA / STATIC						
Voltage / Phase / Frequency	208-230/3/60	208-230/3/60	460/3/60	460/3/60	575/3/60	575/3/60
Standard Max Static	1.4"	1.4"	1.4"	1.4"	1.4"	1.4"
Outdoor Fan FLA ea.	2.00	2.00	0.85	0.85	0.67	0.67
Total Unit Amps	59	57.9	28	26.9	21.4	20.7
Min. Circuit Ampacity ¹	65	63.5	31	29.9	23	23
Max. Overcurrent Protection (amps) ²	80	80	40	40	30	30
Entrance Power Supply	Locating	Locating	Locating	Locating	Locating	Locating
Entrance Control Voltage	Dimple	Dimple	Dimple	Dimple	Dimple	Dimple
OPERATING WEIGHT (LBS)						
	1315	1315	1315	1315	1315	1315
SHIP WEIGHT (LBS)						
	1340	1340	1340	1340	1340	1340

¹ Wire size should be determined in accordance with National Electrical Codes. Extensive wire runs will require larger wire sizes.

² May use fuses or HACR-type circuit breakers of the same size as noted.

Note: Always check the S&R plate for electrical data on the unit being installed.

EXPANDED COOLING DATA — 12½ TONS

IDB		OUTDOOR AMBIENT TEMPERATURE																								
		65				75				85				95				105				115				
		59	63	67	71	59	63	67	71	59	63	67	71	59	63	67	71	59	63	67	71	59	63	67	71	
		ENTERING INDOOR WET BULB TEMPERATURE																								
		MBh	141	146	160	-	138	143	157	-	135	139	153	-	131	136	149	-	125	129	142	-	116	120	131	-
		S/T	0.69	0.58	0.40	-	0.72	0.60	0.42	-	0.74	0.62	0.43	-	0.76	0.63	0.44	-	0.79	0.66	0.46	-	0.80	0.66	0.46	-
		ΔT	20.4	17.7	13.4	-	20.7	17.9	13.6	-	20.7	17.9	13.6	-	20.9	18.0	13.7	-	20.6	17.8	13.5	-	19.2	16.6	12.6	-
4725		KW	10.4	10.6	10.9	-	11.2	11.4	11.8	-	11.9	12.1	12.5	-	12.5	12.8	13.2	-	13.0	13.3	13.8	-	13.5	13.8	14.2	-
		Hi PR	252	271	286	-	282	304	321	-	321	346	365	-	366	394	416	-	412	443	468	-	455	489	517	-
		Lo PR	103	110	120	-	109	116	127	-	114	121	132	-	119	127	139	-	125	133	145	-	129	138	150	-
		MBh	137	142	156	-	134	139	152	-	131	135	148	-	127	132	145	-	121	125	137	-	112	116	127	-
		S/T	0.66	0.55	0.38	-	0.69	0.57	0.40	-	0.70	0.59	0.41	-	0.73	0.61	0.42	-	0.75	0.63	0.44	-	0.76	0.63	0.44	-
		ΔT	21.3	18.5	14.0	-	21.6	18.7	14.2	-	21.6	18.7	14.2	-	21.8	18.9	14.3	-	21.5	18.5	14.1	-	20.1	17.4	13.2	-
70		KW	10.3	10.5	10.8	-	11.1	11.3	11.7	-	11.8	12.0	12.4	-	12.4	12.7	13.1	-	12.9	13.2	13.6	-	13.4	13.7	14.1	-
		Hi PR	249	268	283	-	280	301	318	-	318	342	361	-	362	390	412	-	407	439	463	-	450	485	512	-
		Lo PR	102	109	119	-	108	115	126	-	112	120	131	-	118	126	137	-	124	132	144	-	128	136	149	-
		MBh	126	131	144	-	124	128	140	-	121	125	137	-	118	122	134	-	112	116	127	-	104	107	118	-
		S/T	0.64	0.53	0.37	-	0.66	0.55	0.38	-	0.68	0.57	0.39	-	0.70	0.58	0.40	-	0.73	0.61	0.42	-	0.73	0.61	0.42	-
		ΔT	21.8	18.9	14.3	-	22.1	19.1	14.5	-	22.1	19.1	14.5	-	22.2	19.2	14.6	-	21.9	19.0	14.4	-	20.5	17.7	13.5	-
3360		KW	10.0	10.2	10.6	-	10.8	11.0	11.4	-	11.5	11.7	12.1	-	12.1	12.3	12.7	-	12.6	12.9	13.3	-	13.0	13.3	13.8	-
		Hi PR	242	260	275	-	271	292	308	-	308	332	351	-	351	378	399	-	395	425	449	-	437	470	496	-
		Lo PR	99	106	115	-	105	112	122	-	109	116	127	-	115	122	133	-	120	128	139	-	124	132	144	-
		MBh	143	148	160	172	140	144	156	168	137	141	152	164	133	137	149	160	127	131	141	152	117	121	131	141
		S/T	0.79	0.70	0.53	0.3	0.82	0.73	0.55	0.4	0.84	0.75	0.57	0.4	0.86	0.77	0.58	0.4	0.90	0.80	0.61	0.4	0.90	0.81	0.61	0.4
		ΔT	23.6	21.8	17.8	12.3	23.9	22.0	18.0	12.5	23.9	22.0	18.1	12.5	24.1	22.2	18.2	12.6	23.8	21.9	17.9	12.4	22.2	20.4	16.7	11.6
4725		KW	10.4	10.7	11.0	11.4	11.3	11.5	11.9	12.3	12.0	12.2	12.6	13.0	12.6	12.9	13.3	13.7	13.1	13.4	13.9	14.3	13.6	13.9	14.4	14.9
		Hi PR	254	274	289	301	285	307	324	338	324	349	369	385	370	398	420	438	416	447	472	493	459	494	522	544
		Lo PR	104	111	121	129	110	117	128	137	115	122	133	142	121	128	140	149	126	134	147	156	131	139	152	162
		MBh	139	143	155	167	136	140	152	163	133	137	148	159	130	133	144	155	123	127	137	147	114	117	127	136
		S/T	0.75	0.67	0.51	0.3	0.78	0.70	0.53	0.3	0.80	0.71	0.54	0.3	0.82	0.74	0.56	0.4	0.86	0.77	0.58	0.4	0.86	0.77	0.58	0.4
		ΔT	24.7	22.7	18.6	12.9	25.0	23.0	18.8	13.0	25.0	23.0	18.9	13.0	25.2	23.2	19.0	13.1	24.8	22.9	18.7	12.9	23.2	21.4	17.5	12.1
4725		KW	10.4	10.5	10.9	11.3	11.2	11.4	11.8	12.2	11.9	12.1	12.5	12.9	12.5	12.8	13.2	13.6	13.0	13.3	13.8	14.2	13.5	13.8	14.2	14.7
		Hi PR	252	271	286	298	282	304	321	335	321	346	365	381	366	394	416	434	412	443	468	488	455	489	517	539
		Lo PR	103	110	120	128	109	116	127	135	114	121	132	141	119	127	139	148	125	133	145	155	129	138	150	160
		MBh	129	132	143	154	126	129	140	150	123	126	137	147	120	123	133	143	114	117	127	136	105	108	117	126
		S/T	0.72	0.65	0.49	0.3	0.75	0.67	0.51	0.3	0.77	0.69	0.52	0.3	0.79	0.71	0.54	0.3	0.82	0.74	0.56	0.4	0.83	0.74	0.56	0.4
		ΔT	25.2	23.2	19.0	13.1	25.5	23.5	19.2	13.3	25.5	23.5	19.3	13.3	25.7	23.7	19.4	13.4	25.3	23.3	19.1	13.2	23.7	21.8	17.9	12.3
3360		KW	10.1	10.3	10.7	11.0	10.9	11.1	11.5	11.9	11.6	11.8	12.2	12.6	12.2	12.4	12.9	13.3	12.7	13.0	13.4	13.9	13.1	13.4	13.9	14.3
		Hi PR	244	263	277	289	274	295	311	325	312	335	354	369	355	382	403	421	399	430	454	473	441	475	501	523
		Lo PR	100	107	117	124	106	113	123	131	110	117	128	136	116	123	134	143	121	129	141	150	125	133	146	155

IDB: Entering Indoor Dry Bulb Temperature
 Hi/L: High and low pressures are measured at the liquid and suction access fittings.
 Shaded area reflects ACCA Rating Conditions
 Design Superheat 7.42 °F; Design Subcooling 12.42 °F; pressures measured @ the suction and liquid service ports, AHRI 95 test conditions
 Amps: Unit amps (comp.+ evaporator + condenser fan motors)



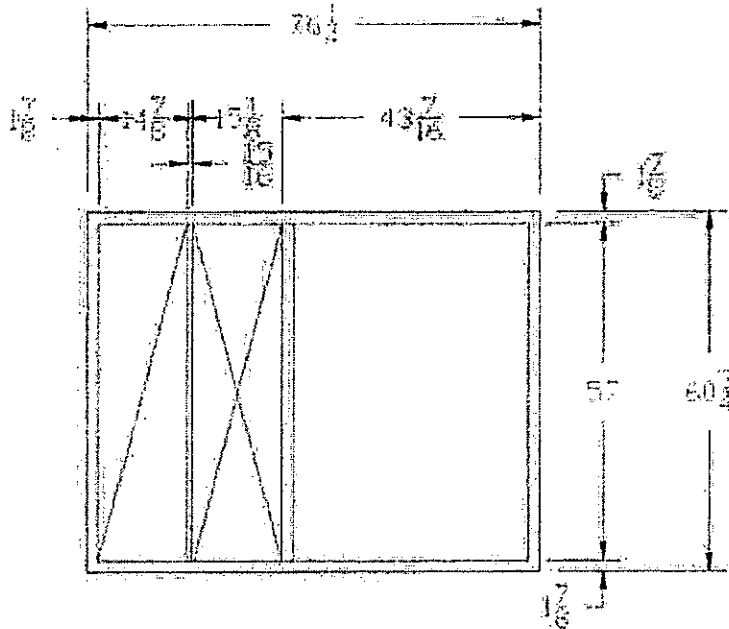
2716 Grassland Drive
 Louisville, Kentucky 40299
 Phone: 800-382-2872
 Fax: 502-491-1739

Adapter: KCC-137825

Height: 18"

For Office Use: TB4 | DKT3 | NON

Old Model: SFCBC12



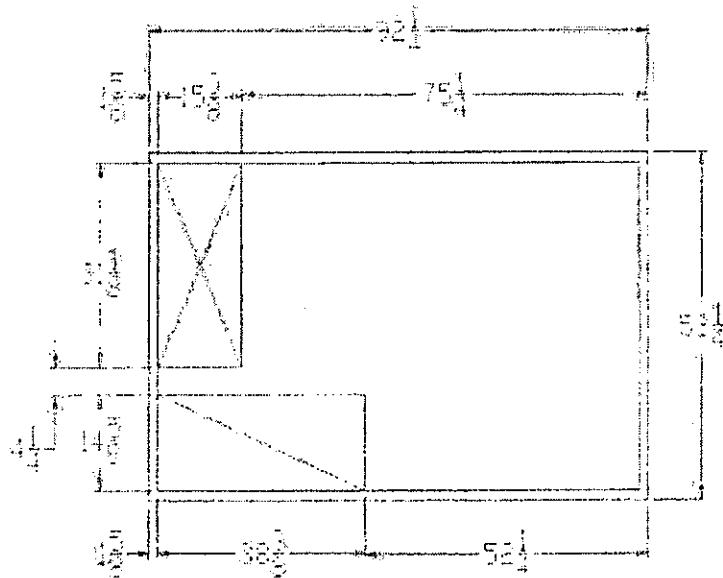
STATIC PRESSURE LOSS	
NEW UNIT CFM	TOTAL STATIC PRESSURE LOSS IN INCHES OF H2O
0	0.000
0	0.000
0	0.000

KCC curb adapters allow 1.5" (3/4" on every side) clearance around existing curb as shown. Any modification to KCC design will require extended lead times and result in additional engineering charges

The new and old curb prints are provided for dimensional verification only and do Not indicate new unit orientation.

KCC will Not be responsible for field clearance issues.

New Model: DCG150 (Daikin)



Print Name: _____

Signature: _____

Tag: _____

Date: _____

GARDINER

March 3, 2017

Cleveland Public Library – Mount St. Pleasant Branch
14000 Kinsman Road
Cleveland, OH 44120

Attention: Mr. Oliver Reyes

Quote: 60-4833

Re: Rooftop Unit Replacement

Dear Mr. Reyes,

As you requested, Gardiner has developed a proposal to furnish all engineering, supervision, labor and material to replace the existing Trane rooftop unit with new Trane packaged gas/electric rooftop HVAC unit sized to match the capacity and features of the unit being replaced.

Installation Services:

Scope of work for this project will include the following:

- 1) Disconnect existing gas, electrical and control from existing unit.
- 2) Evacuate refrigerant and remove existing unit from site.
- 3) Rig and install (1) new Trane HVAC unit with new curb adapter. The removal of the existing unit and installation of the new unit will require the use of a crane, and will be done during normal working hours.
- 4) Rework as necessary and reconnect existing gas piping, electrical and control wiring. All wiring is to be done in accordance with State and Local codes.
- 5) Start-up, check and adjust new unit for proper operation.
- 6) Provide a one year warranty for material and workmanship.
- 7) Five-year compressor warranty.

Price complete as noted: \$ 24,731

Notes:

NEED TO ADD CRANE COST \$ 8,900.00
\$ 33,631.00

- 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.

*HVAC Systems • Energy Services • Automation & Controls • Building Services • Intelligent Control Services • HVAC
Parts & Supplies*

www.WHGardiner.com



01-11-11
1840-410-3418

Items excluded:

1. Repairs to existing system if required will be performed on a "Time and Material" basis.
2. State and local taxes.
3. Removal of hazardous materials.
4. Electrical power upgrades (if necessary).
5. Structural review or reinforcements (if necessary).
6. Any additional safety devices (smoke, GFI, etc.) required by code (if necessary).
7. Integration to existing building automation system (if necessary).

We are prepared to order the equipment and material and schedule the installation immediately upon receipt of your authorization to proceed. The equipment is currently available on a 1-2 week ship cycle.

Our standard terms and conditions of sale as well as an acceptance are contained on the reverse side of the proposal.

Best regards,

GARDINER

Terrance Eakin
Project Development

Standard Contract Terms and Conditions – Cleveland Public Library – Mount St. Pleasant Branch

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: \$24,731.00

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: _____

GSC Representative: _____

Date: _____



Address 9800 Rockside Rd suite 1100
 Valley View, Ohio 44125
 Phone 216-904-9374
 Fax
 E-mail jason.lockett@carrier.utc.com

Contact Name Oliver Reyes
 Account Cleveland Public Library - Mount Pleasant
 Phone (216) 623-2845
 Site Address 14000 Kinsman Ave
 Cleveland, Ohio, 44120

Estimate Date 03/20/2017
 Quote Number 00345112

Job Description RTU Replacement

Scope of Work

This quote is for the replacement of the Trane RTU located at 14000 Kinsman rd (Mount Pleasant branch) with a Carrier 48TCED14A2A5 unit. (1) Curb adapter, (1) thermostat and all miscellaneous piping, rigging and materials. This quote is for installation, Carrier unit and removal of the Trane RTU.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$35,800.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Jason Lockett

Carrier Commercial Service

 Title

 Customer Acceptance (signature)

 Date

 Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.

3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.

6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacterial
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

11. **EXCLUSIONS**– Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

13. **PROPRIETARY RIGHTS (Service Contracts only)**- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

14. **WAIVER OF DAMAGES**- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

15. **LIMITATION OF LIABILITY**- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.

16. **CANCELLATION**- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

17. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** – Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

18. **CARRIER TERMINATION** – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

19. **CLAIMS**- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

20. **GOVERNMENT PROCUREMENTS**- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

21. HAZARDOUS MATERIALS- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

22. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

23. SUPERSEDURE, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.