

**MARLINGTON LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

June 4, 2020 Meeting

June 4, 2020

Electronic Remote Technology Meeting
Regular Meeting Minutes

7:00 P.M.

I. Call to Order

- A. Invocation** - Mr. Joe Knoll
- B. Pledge of Allegiance**
- C. Reading of Mission Statement** – Mr. Josh Hagan

In collaboration with staff, community, parents, and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards with effective intervention to challenge every student.

II. Roll Call

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting.

Carolyn Gabric	_____x_____
Josh Hagan	_____x_____
Karen Humphries	_____x_____
Scott Mason	_____x_____
Danielle Stevens	_____x_____

III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric

- A. Additions or Corrections**
- B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the June 4, 2020 meeting.**

Ms. Humphries wanted to know who created the agenda. Ms Gabric stated that the agenda was created by Mr. Knoll, Ms. Brugger, Mr. Hagan and Ms. Gabric.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan	x		x			Resolution No.	155.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

IV. Executive Sessions

The Marlinton Local School District Board of Education (“Board”) to recess into two (2) consecutive executive sessions for the purposes of (1) considering the employment and compensation of a public employee/official and (2) conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action. All matters discussed in these consecutive executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Session 1:

IN: _____ **7:05 p.m.** _____

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			Final Resolution:	x		
Josh Hagan		x	x			Resolution No.	156.20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

OUT: _____ **7:25 p.m.** _____

Session 2:

IN: ___7:26 p.m._____

OUT: ___7:53 p.m._____

V. Public Participation

Persons wishing to present information or items to the Board shall submit a written statement, along with their names and directory information, in a WORD format to the Treasurer on or before 3:00 p.m. on the Friday prior to the regular meeting of the Board. The Treasurer shall then submit such timely written statements to each board member before the next regular meeting of the Board. At the next regular meeting of the Board, the Treasurer shall identify the name of each person who submitted a written statement and such written statement shall be entered into the minutes but not read aloud at the regular board meeting. There shall be no public participation at special board meetings. Those presenting written statements:

- Paula Scopelite - Her name was read at the meeting, however she later clarified that her letter was not intended for public speaks and therefore will be excluded from the minutes.
- Jake Peck

To the Marlinton school board majority:

Your actions have done permanent damage to the Marlinton School District.
 You have started a avalanch of contoversity that will persist for years to come.
 You have directly created a negative financial cash flow projection through poor financial management .
 You have chosen to challenge the financial numbers that are in conflict with your objectives.
 You have chosen to not reduce imprudent, projected expenses.
 You have caused one of the best superintendents in Ohio to leave by creating a hostile work environment for the superintendent, the treasurer and all school employees. I can not identify any Marlinton educator that agrees with your actions. I would now anticipate that the treasurer and many school employees will also leave the district.
 I would also anticipate reduced enrollment as parents enroll their children in surrounding districts.
 You have chosen to ignore the community outcry and majority opinion by continuing to believe in a so called voter mandate. In truth the the voters did not vote to reopen Marlboro, they reacted to the previous majority board direction for consolidation of the elementary schools into a central campus..

You have and are directly impacting and reducing the quality of education for years to come.

The next few years will no doubt see reduced revenue, reduced state funding and you will also see the next levy renewal rejected do to your decisions and direction.

I recognize that you believe your actions are correct and justified.

However, you are absolutely wrong.

I was once very proud to support the Marlinton Schools. All of my children and grandchildren received excellent state of the art education at Marlinton.

This era is now evaporated.

At this time I would not recommend anyone send their children to Marlinton.

I sincerely hope my opinion can be changed.

Thank you in advance for your response.

Jake Peck

- Amy Kohmann

My name is Amy Kohmann and I reside in Lexington Twp. in the Marlinton District.

I have regularly been attending Marlinton Board Meetings for several years, and I would like to address concerns I have recently seen.

Before I begin, I want to remind you of your mission statement which is read at the beginning of each meeting...

"In collaboration with staff, community, parents and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards, both personal and academic. To this end, we will consistently engage in the thoughtful assessment of student progress toward meeting high standards with effective intervention to challenge every student."

From what I have witnessed over the past few months, this mission statement has become just something that is read, not something that is a guiding ideal for your decision-making as it should be.

First, let's talk about staff. In early April, teachers sent survey results that showed that all but one of the 94 teachers surveyed disagreed or strongly disagreed with the reopening of Marlboro. Of teachers who responded that live in the district, 100% indicated they disagreed or strongly disagreed with the reopening of Marlboro. What about the community? In April, you were also sent petition results where over 1,500 people took time to urge you to stop the reopening of Marlboro Elementary School. Compare this to the petition to keep Marlboro open last year that received 1/3 of the signatures. In addition, parents have sent e-mails and made public speaks (before they were banned by the board majority) urging you to not reopen Marlboro because their children have adjusted, made new friends and are excelling at Washington and Lexington Elementary Schools.

So, you are not collaborating with staff, you are not collaborating with the community, you are not collaborating with parents, and you are not collaborating with students.

From what I understand, what you are basing your decision making on is that you claim reopening Marlboro Elementary School was the platform you ran on, and that you won by a big majority. However, you also spent over \$20,000 on your campaign, and I know that you also promised many community members you would take a responsible stand and look at all options available to you when you were elected. To that end, I am curious what the other options you considered are. Did you look at the cost of completely renovating two elementary schools? Have you looked at the cost of fixing the foundations and water infiltration? Have you looked at the cost of remodeling classroom and common spaces so they are attractive to families potentially interested in moving to the district? How do these costs realistically compare to the cost of building one or two new buildings with combined with state funding?

Before continuing to move forward, perhaps you should release these numbers to the public and get additional input. If you do not have these numbers, why? Do you only believe in transparency when it aligns with your own agenda? Do you truly believe fixing roofs, adding air conditioning and changing lightbulbs will be enough to attract young families to our district? Also, I am wondering why you are starting with repairs at Marlboro? Since Lexington is housing twice the number of children as the other elementary schools, why wouldn't you start with repairs there that would impact the most children and teachers? There are so many questions that need answered.

One thing you have recently been touting is that reopening Marlboro is a great move for social distancing. Realistically, to spread children out in classrooms, wouldn't you need to hire additional teachers so these children are monitored? If you are talking about shared spaces, wouldn't it make the most sense to have an equal number of children at each school? I need a little help understanding how simply dividing available square footage by the number of children makes the situation better. At the elementary level, children can more easily be self-contained in a classroom. What about the students you are responsible for at the middle and high schools where class changes are necessary? In an effort to make the changes you want at an elementary level, have you completely forgotten about these students? It is sad to me that options for adding American Sign Language and Home Ec. have already been cut as possibilities for students at the high school. What other sacrifices will we have to make in educating our kids so that a building that was not needed can be reopened? Why should staff be writing grants for supplies and programs we need for classrooms if there is money to spare?

I am saying all of this to urge you to truly do the job you were voted in to do. Take an objective look at all possible options before bulldozing ahead with your own plans. Gather

input from staff, community, parents and students before making hasty decisions. Please stop making decisions and expecting administration to fix the mess. We have already lost three amazing administrators. I urge you to consider establishing a relationship with staff and actually listen and respond to concerns being raised.

If you are sure this is the direction the community wants, please put a levy covering the costs of reopening repairing and staffing the elementary schools to avoid budget shortfalls in the future. If it passes, we will finally know with certainty it is what the community really wants.

Thank you for your time and consideration.

Amy Kohmann

- Jeni Menegay

It is beyond me that in 2020 The Marlinton Board of Education Majority, voted to silence my voice over and over again. It is beyond me that I am being allowed to write an email to be attached to notes of the Board Meeting but not let it be known publicly during the meeting.

I wish I could hear a rationalization to your decisions in 2020 that respect what is happening in 2020. Every time one of you want to defend your actions it is from 2019 or earlier. Why is that? Why can't you make your decisions and justifications in the present?

A few of my favorites: The voters spoke when they voted us in Nov 2019. So my question what did the majority vote for in Nov 2019:

1. For Reopening Marlboro?
2. For helping remove Mr. Knoll as our Superintendent?
3. For helping remove our 2 elementary Principals
4. For having families open enroll their children out of the District at alarming rates, but I guess its ok if Marlboro stays intact
5. For a transparent board that still seems to violate the District's by laws each meeting?
6. For an attorney that will not invoice the District/Taxpayers so they can see exactly how much money is being spent?
7. For a Board Majority to postpone financial meetings so they can continue to spend?
8. For a Board Member, Ms. Stevens, to nod off in Special & Regular Meetings?
9. For a Board President & Board Vice President to belittle our Treasurer repeatedly in meetings?
10. For a Board Majority to vote continued spending blindly to which we will be unable to pay payroll for the 2022 year?
11. For a Board President & Board Vice President to force the Treasurer to change her forecast with numbers from 2019, hence hiding the true deficit our District is headed towards?

My other favorite is how your decisions today are financially sound compared to the ALMOST \$30 million debt the other Board would have strapped the District with.

1. Where did you get those numbers?
 2. Why are you bringing up a scenario that is not relevant because it did not happen? The Board prior did not sign us into a contract with anyone- from all I read they were researching and discussing possibilities for our District. Again researching looking at options- not voting to commit our District to anything
 3. You on the other hand have voted to reopen Marlboro with a \$1.8 million price tag over the next 5 years for staff & personnel expenses, plus an additional \$1.4 million for some repairs on Marlboro, \$22,000 to contract into repairs for Washington & Lexington down the road. You also contracted us with an attorney that has been used weekly if not daily. I find it amazing how Mr. Markling is able to meet with you anytime you need him- I mean he helps set up our agenda, but due to Covid-19 can't quite seem to find the ability to invoice our District. Now why is that? Could it be he is helping you hide more of your spending?
 4. You have voted, spent, and found ways to put our district in Financial Watch as soon as our Treasurer submits the paperwork. Causing an additional audit on top of the audit happening because of so many Treasurer changes in the District.
- So yes please keep bringing up what another Board May have done to deflect what you have actually done.

So continue your path of destruction but the least you can do is own your destruction. There is no need to place blame elsewhere it falls squarely on your shoulders.

VI. New Business

A. Marlboro Lighting Contract

Recommend the motion to approve First Choice Electric for the Marlboro lighting project, as presented and will be marked “Exhibit “PP”

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			X			Final Resolution:	X		
Josh Hagan	X		X			Resolution No.	157.20		
Karen Humphries				X					
Scott Mason				X					
Danielle Stevens		X	X						

B. Marlboro Mechanical Contract

Recommend the motion to approve Robertson Heating Supply Company for the Marlboro mechanical project, as presented and marked “Exhibit QQ”.

Ms. Gabric – Robertson came in under budget and are local.

Mr. Hagan – We are getting more for our money.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			X			Final Resolution:	X		
Josh Hagan	X		X			Resolution No.	158.20		
Karen Humphries				X					
Scott Mason				X					
Danielle Stevens		X	X						

VII. Treasurer’s Agenda - Mrs. Kathryn Brugger

A. Minutes

1. Recommend the motion to approve the minutes of the following meeting:

Regular Meeting
Special Meeting

May 21, 2020
May 26, 2020

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			X			Final Resolution:	X		
Josh Hagan		X	X			Resolution No.	159.20		
Karen Humphries			X						
Scott Mason			X						
Danielle Stevens	X		X						

VIII. Personnel – Consent Agenda

A. Administrative Personnel

1. Administrative Resignations

- a) Recommend the motion to accept the resignation of Joseph Knoll, Superintendent, effective August 1, 2020.
- b) Recommend the motion to accept the resignation of Michael Groholy, as elementary principal and Migrant Director, effective August 1, 2020.



Welcome to the Team!

Date:	06/01/2020
To:	First Choice Electrical Solutions
From:	Scott Brennan
Project # & Name	1599L Marlinton School District – Marlboro Elementary
Ref PO#:	1599L525001

To expedite the execution of your subcontract, **please use the checklist below.**

All required documents must be completed and returned to Plug Smart's main office **prior** to performing/providing any labor on the jobsite (this provision will be strictly adhered to).

All correspondences AND invoices must include the Plug Smart Project # and P.O. #

- Complete and return this checklist along with **one (1) signed electronic copy** of this Subcontract Agreement. One fully executed copy will be returned to you.

SUBCONTRACTOR ADDITIONAL REQUIRED DOCUMENTS –

PLEASE INCLUDE/ATTACH AND RETURN.

- Completed W-9 Form** – (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Current Workers Compensation Certificate**
- Current Certificate of Insurance Requirements** (per Section 5 below).
All insurance must match the Owner's or Juice Technologies Inc. insurance requirements (whichever is greater) & include Subs proper name & address. Juice Technologies Inc. dba Plug Smart shall be listed as additional insured. Plug Smart job name, number and physical address shall be referenced.
- Performance Bond Requirement** (per Section 7 below)_yes X no
- Copy of **Subcontractor's Company Safety Policy**
- Email all invoices to admin@plugsmart.com** and copy Plug Smart's Project Manager (**sending directly and only to PM may delay processing and payment**).
- Prevailing Wage Requirement** ___yes X no

In the event that this project does require payment of Prevailing Wages, provide the contact information below:

Certified Payroll/Accounting Department	
Name	N/A
Telephone Number	N/A
e-mail address	N/A

Subcontractor Team Member Information:

Business Address	
Street	703 S. Union Ave
City, State and Zip	Alliance, OH 44601
Main Telephone Number	330-596-1885
Tax ID	81-1502074

Accounts Receivable Department	
Note: All invoices must include Plug Smart P.O. # & Project Number AND ARE TO BE EMAILED to:	
Name	Marcie Curry
Telephone Number	330-596-1885
e-mail address	mcurry@firstchoicellectric.net

Project Manager	
Name	Mike Oakes
Telephone Number	330-596-1885
e-mail address	moakes@firstchoicellectric.net

Operations Manager	
Name	
Telephone Number	
e-mail address	

Vice President	
Name	
Telephone Number	
e-mail address	

President	
Name	Mike Oakes
Telephone Number	330-596-1885
e-mail address	moakes@firstchoicellectric.net

Juice Technologies Inc. dba Plug Smart Team Member Information:

Business Address	
Street	350 E. 1 st Avenue, Suite 210
City, State and Zip	Columbus, OH 43201
Main Telephone Number	800-518-5576
Fax Number	888-202-5019

Accounts Payable Department	
Name	Admin
Telephone Number	800-518-5576
e-mail address	admin@plugsmart.com

Project Manager	
Name	Scott Brennan
Telephone Number	717-224-4607
e-mail address	Scott.Brennan@plugsmart.com

Operations Manager/COO	
Name	Scott Brennan
Telephone Number	717-224-4607
e-mail address	Scott.Brennan@plugsmart.com

Thank you in advance for following our subcontract procedure. We look forward to working together; strengthening our partnership and making this project a success.

Sincerely,

Scott Brennan

Juice Technologies Inc. dba Plug Smart

SUBCONTRACT

- A. **Owner:** Marlington School District
- B. **Prime Contractor:** Juice Technologies, Inc. dba PLUG SMART
First Choice Electrical Solutions
- C. **Subcontractor:** 703 South Union Ave
Alliance, Ohio 44601
- D. **Contract:** The contract between Owner and Prime Contractor dated: 04/17/2020
1599L Marlington School District – Marlboro Elementary LED Lighting Renovation.
- E. **Project # & Name:** PO#:1599L525001
- F. **Construction Site Address:** 8131 Edison St. NE, Alliance, Oh 44601
- G. **Architect/Engineer:** Juice Technologies Inc. dba Plug Smart
- H. **Contract Documents:** The Contract; all general, special, and supplemental conditions, drawings, plans, and specifications referred to in (if applicable), and made part of, the Contract; all addenda to the Contract; and all other documents forming a part of the Contract.
- I. **Subcontractor's Work:** Marlboro Elementary LED Lighting Renovation
- J. **Subcontractor Price:** \$24,000
- K. **Retainage:** 10 %
- L. **Date of Substantial Completion:** The date on which the Subcontractor's Work is sufficiently complete such that it can be used for its intended purpose, which shall occur no later than: 08/17/2020
- M. **Date of Final Completion:** 08/31/2020
Commercial General Liability, including Products/Completed Operations: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
Auto Liability: \$1,000,000.
- N. **Policy Limits:** Workers' Compensation: the amounts required by statute
Umbrella/Excess of \$2,000,000.
Professional Liability Insurance: \$1,000,000 (if Subcontractor is performing professional engineering or architectural design services).
- O. **Project is Tax Exempt:** Yes X No _____ (If yes, tax exemption form will be provided)
- P. **Effective Date:** 06/01/2020.

BACKGROUND

This Subcontract is effective as of the Effective Date between Prime Contractor and Subcontractor under the following circumstances:

A. Under the Contract between Prime Contractor and Owner, Prime Contractor has agreed to provide certain work, services, materials, equipment, tools, labor and supervision for the Project at the Construction Site.

B. Subcontractor has agreed to perform a portion of the work under the Contract Documents for Prime Contractor, subject to the terms and conditions set forth in this Subcontract.

AGREEMENT

1. **Incorporation by Reference of Contract Documents; Interpretation of Documents.**

1.1 The Contract Documents, including any Request for Proposal and Addendums, are incorporated in this Subcontract by reference and made a part hereof. If any provision of this Subcontract conflicts or is inconsistent with a provision of the Contract Documents, or if there is a conflict or inconsistency within this Subcontract or within any of the Contract Documents, the provision imposing the higher quality, greater quantity, or greater duty or obligation on Subcontractor governs. Subcontractor is bound by all interpretations of the Contract Documents made by the Owner or the Architect/Engineer and furnished to it by Prime Contractor that are binding upon Prime Contractor.

2. Statement of Subcontractor's Work.

2.1 Subcontractor shall perform and furnish all work, labor, materials, equipment, tools, and all other services and facilities necessary to complete the Subcontractor's Work. Subcontractor shall not interfere in any way with the Owner's business operations. Subcontractor is responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete Subcontractor's Work.

2.2 Subcontractor's Work shall be performed in accordance with the requirements of this Subcontract and the Contract Documents. With respect to Subcontractor's Work, Subcontractor agrees to be bound to **PRIME CONTRACTOR** by all of the terms and provisions of the Contract Documents and to assume toward Prime Contractor all of the duties, obligations and responsibilities that Prime Contractor by those Contract Documents assumes toward the Owner. Prime Contractor shall have the benefit of all rights, remedies, and redress against Subcontractor that the Owner under the Contract Documents, has against Prime Contractor.

2.3 Subcontractor shall be responsible for the (i) delivery, unloading, storage, protection, and insurance of its material, equipment, and work, and (ii) inspection, delivery, unloading, storage, inventorying, protection and insurance of all pre-purchased material and equipment designated within and assigned to this Subcontract. Any damage to pre-purchased material and equipment must be noted and designated by Subcontractor at time of accepting shipment (indicated clearly by subcontractor's authorized receiving agent), otherwise Subcontractor is responsible for damage repair and/or replacement. Subcontractor agrees to correct, at its own expense, any of Subcontractor's Work damaged prior to final acceptance.

2.4 Subcontractor shall provide written updates to Prime Contractor regarding progress of Subcontractor's Work. Subcontractor shall complete the **attached** Daily Project Report daily during the period when the subcontractor is on site and the **attached** 4-Week Look-Ahead Schedule weekly, and the Subcontractor shall submit both completed documents to the Prime Contractor by noon every Monday until Final Completion. If both documents are not completed and delivered on time, Prime Contractor **may** delay processing payment requests until such documents are received.

2.5 **Scope of work Summary:**

-All work and specifications Per RFP dated 05/11/2020 and site walkthrough conducted 05/13/2020 shall apply to this sub-contract agreement.

-Demo existing lighting utilizing safe, clean, and eco friendly measures for disposal.

-Procure all material required to replace existing lights with LED replacement per submittal.

-Subcontractor is responsible for final count of replacements and replacement solutions, no additional change orders will be allowed for "mis-counts".

-In addition to the replacement fixtures and bulbs, procurement, installation (including electrical install) for all additional "NEW" emergency lighting and signage is the sole responsibility of subcontractor.

-Final LED color temperature shall be coordinated with Plug Smart and subcontractor before subcontractor procures material.

3. Progress Payments; Final Payment.

3.1 Monthly billing drafts (pencil copies) (i) must be submitted on forms AIA G702 & G703 and are due to the Prime Contractor Project Manager by the 15th of the month for Subcontractor's Work performed that month; (ii) are a prerequisite to submitting a final payment application; and (iii) must be approved by the Prime Contractor prior to submitting a final payment application. **Final and**

approved monthly payment applications must be submitted to Prime Contractor via email to admin@plugsmart.com by the 20th of each month for Subcontractor's Work performed that month. Prime Contractor shall pay Subcontractor the Subcontractor Price for satisfactorily performing Subcontractor's Work. Progress payments, less Retainage, shall be made to Subcontractor for Subcontractor's Work performed within forty-five days after the receipt of an invoice from the Subcontractor which relates to the scope and/or activities completed and/or products received at the site that are specifically agreed to within the "WORK" and/or by signed change order. Prime Contractor shall pay Subcontractor progress payments, less Retainage, within a reasonable amount of time upon payment from Owner to Prime Contractor. The Owner's payment to Prime Contractor is a condition precedent to the Prime Contractor's obligation to pay Subcontractor.

3.2 All payments are subject to Prime Contractor's receipt of such lien waivers, affidavits, warranties, guarantees, and other documentation required by this Subcontract, the Contract Documents, or Prime Contractor. Any stored materials not on site and being billed for must be accompanied by invoice(s), proof of storage (photo or verified by inspection) and proof of proper insurance. In addition, as a condition precedent to any payment hereunder, Subcontractor shall submit the following with each application for payment: (a) include a notarized Subcontractor Acknowledgement of Progress Payment and Release of Liens and Claims ("Acknowledgements"); and (b) at the request of Prime Contractor or Owner, submit such Acknowledgements from Subcontractor's sub-subcontractors and suppliers confirming receipt of payment by Subcontractor and releasing any liens or claims affecting the Project and/or the Owner.

3.3 Prime Contractor may reject a payment application, or reject a previously approved payment application, in whole or in part, to protect Prime Contractor from loss or damage caused by Subcontractor's failure to (A) timely perform the Subcontractor's Work, (B) pay sub-subcontractors or suppliers, (C) promptly correct rejected, defective, or nonconforming Subcontractor's Work, or (D) resolve third party claims or likely claims or supply Prime Contractor with sufficient security that the third party claims will be discharged. Prime Contractor may withhold a reasonable amount necessary to complete any portion of Subcontractor's Work included on a punch list supplied by Prime Contractor, the Owner, or the Architect/Engineer.

3.4 Application for final payment by Subcontractor shall constitute a waiver of claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled.

3.5 Subcontractor shall insure that all Subcontractor's subcontractors, employees, contractors and suppliers, at all times, are paid all amounts due in connection with the performance of this Subcontract. After the first partial payment hereunder, Prime Contractor shall have the right to withhold any subsequent partial payments until Subcontractor submits evidence satisfactory to Prime Contractor that all amounts owed in connection with performance of this Subcontract have been paid. Further, Subcontractor agrees that Prime Contractor, using two-party checks, shall have the right but not the obligation, to pay all persons in contract with Subcontractor that have not been paid the monies due them in connection with this Subcontract whether or not a lien has been filed, and Subcontractor shall, to the extent that Prime Contractor has not recovered these amounts pursuant to withholding, pay said amounts to Prime Contractor upon demand. Any such payment by Prime Contractor shall in no way relieve the Subcontractor of any obligation under this Subcontract. Subcontractor shall also immediately reimburse Prime Contractor for any amounts paid under any payment bond carried by Prime Contractor in connection with this Subcontract and indemnified by Prime Contractor. In the event Prime Contractor is required to pay or indemnify any person hereunder, Subcontractor shall immediately Prime Contractor for the full cost thereof, plus 15% for administrative and overhead costs.

3.6 To the extent paid by Prime Contractor, neither Subcontractor nor any other person furnishing labor or materials to Subcontractor for the performance of Subcontractor's Work shall file any mechanic's lien against Prime Contractor or Owner, or any of Owner's buildings, structures, or land for any work or materials done or furnished in connection with the Project. Subcontractor shall execute a waiver of lien to the extent of each payment under this Agreement. Subcontractor shall incorporate the foregoing, together with a provision requiring the inclusion of the same in all lower tier subcontracts or orders, into all subcontracts and orders made by it hereunder. Subcontractor shall indemnify, defend and hold harmless Prime Contractor and Owner from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the assertion by Subcontractor, or any of its sub-subcontractors, suppliers or others of any mechanics' lien or claim or the filing of any mechanics' lien or claim in connection with the Project, if Subcontractor has been paid such amounts by Prime Contractor. Subcontractor shall discharge/satisfy any mechanics' lien or bond claim within ten (10) days of receipt of notice of same from Prime Contractor. In the event of Subcontractor's failure to do so, Prime Contractor may take all action it deems necessary to protect the Project from liens and/or bond claims, and all costs associated therewith shall be deducted from amounts otherwise due to Subcontractor.

4. Time of Performance; Project Schedule; Schedule of Values.

4.1 If requested by Prime Contractor, Subcontractor shall participate and cooperate in the development of the Project schedule and any revisions to the Project schedule. Subcontractor shall diligently and continuously prosecute and complete Subcontractor's Work in accordance with the Project schedule, any revisions to the Project schedule, and any other scheduling requirements in this Subcontract. Subcontractor shall substantially complete the Subcontractor's Work by the Date of Substantial Completion, and shall complete the Subcontractor's Work by the Date of Final Completion. **TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.**

4.2 As a condition of payment, Subcontractor shall deliver to Prime Contractor a schedule of values satisfactory to Prime Contractor, allocating the total Subcontractor Price to the separate phases of Subcontractor's Work, stating separately amounts for labor and materials and prorating overhead and profit among such separate phases.

5. Insurance.

5.1 Prior to starting Subcontractor's Work until the final acceptance of Subcontractor's Work, Subcontractor shall maintain at its expense insurance that will protect it from all claims arising out of its operations under this Subcontract, whether the operations are by the Subcontractor, or any of its consultants or sub-subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor shall provide Prime Contractor certificates of insurance evidencing that such insurance coverage is in effect prior to starting Subcontractor's Work and each time a material change (including expiration) is made in the insurance carrier or policy. The insurance shall have policy limits at least as high as the Policy Limits (defined above), and shall be provided by an insurance company acceptable to Prime Contractor. All such policies of insurance will (a) be written by an insurance carrier rated "A" or better by A.M. Best in Class VII or larger; (b) be on an occurrence basis (not a claims made basis); (c) be endorsed with a statement that with respect to a party's obligations under this Subcontract, the coverage will be primary over any other available and collectible insurance and be non-contributory; (d) state that the policy may not be cancelled, altered or permitted to lapse or expire without at least thirty days' advance written notice to Prime Contractor; and (e) name Prime Contractor and Owner as additional insured. The required insurance shall be subject to the approval of Prime Contractor, but any acceptance of insurance certificates by Prime Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities of Subcontractor in this Subcontract.

5.2 Subcontractor shall ensure that all tiers of its permitted sub-subcontractors shall procure and maintain insurance in like form and amounts, including without limitation the additional insured requirements, set forth in Section 5.1. Subcontractor shall provide Prime Contractor certificates of insurance evidencing that such insurance coverage is in effect prior any permitted sub-subcontractors performing any of the Subcontractor's Work.

5.3 Subcontractor shall maintain Completed Operations Liability Insurance for at least two years after the earlier of (A) 90 days following Substantial Completion of all the work under the Contract Documents, or (B) final payment to Prime Contractor.

5.4 Subcontractor shall maintain at its own expense property and equipment insurance for the Subcontractor's Work, including portions of the Subcontractor's Work stored off-site or in transit.

5.5 Prime Contractor and Subcontractor waive all rights against (A) each other and their officers, employees and agents, and (B) Owner, Architect/Engineer, Architect's/Engineer's consultants and their officers, employees and agents, for damages caused by any peril to the extent waived between Prime Contractor and the Owner and to the extent covered by property insurance provided under the Contract Documents or other property insurance applicable to the work, except such rights they may have to proceeds of insurance held by the Owner as fiduciary. Subcontractor shall require a similar waiver by its sub-subcontractors, agents, and employees. If the policies required by this section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies shall cause them to be so endorsed.

5.6 If Subcontractor fails to obtain and keep any of the insurance coverage required by this Subcontract, Prime Contractor may purchase such coverage and charge the expense to Subcontractor or terminate the Subcontract. Subcontractor agrees that it will not cancel or fail to renew or replace any of the required insurance coverage without first providing Prime Contractor with thirty days' notice.

6. Indemnity.

6.1 Subcontractor is aware of the immunity it has from suits by its employees or third parties for damages relating to injuries suffered by its employees in the course of and arising out of their employment for the Subcontractor which may be brought outside of the workers' compensation system. Subcontractor, for purposes of this Subcontract, waives that immunity and to the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Prime Contractor (including its owners, affiliates, subsidiaries, officers, directors, agents, shareholders, successors and employees), Prime Contractor's other subcontractors, the Architect/Engineer, the Owner,

and each of their agents, consultants, and employees (collectively, the “Indemnitees”) from and against all claims for bodily injury, property damage (including to the work itself), and all costs and expenses (including attorney fees), arising out of, or alleged to arise out of, the Subcontractor’s Work. Subcontractor, at Subcontractor’s sole expense, shall promptly dispose of all such indemnifiable claims, defend all lawsuits filed against Prime Contractor on any indemnifiable claim, pay all judgments rendered against Prime Contractor in such lawsuits, and reimburse Prime Contractor for all reasonable expenses incurred by Prime Contractor on the account of any indemnifiable claim, including attorney fees, expert witness fees and court costs. Subcontractor’s indemnity obligations apply regardless of whether the claim is caused or alleged to be caused by any joint or concurrent negligent act or omission by an Indemnitee, but Subcontractor is not required to indemnify for any claim proximately caused by the sole negligence or willful misconduct of Prime Contractor or Prime Contractor’s agents or contractors who are directly responsible to Prime Contractor, excluding Subcontractor. Prime Contractor may participate in the defense of any claims asserted against it, approve the selection of counsel, and approve the terms of any settlements made on its behalf.

6.2 In any claim against any of the Indemnitees by any employee of Subcontractor or anyone for whose acts the Subcontractor may be liable, Subcontractor’s indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

6.3 If any part of the indemnity provisions set forth in this Subcontract is adjudged to be contrary to law, the remaining parts of the provisions shall, in other respects, be and remain legally effective and binding. These indemnity provisions shall not be construed to eliminate or any way reduce any other indemnifications or rights which Prime Contractor or Owner have by law or through this Subcontract or the Contract Documents.

7. Performance and Payment Bonds.

If the Subcontractor’s Price is greater than \$100,000. Subcontractor, at its expense, shall furnish to Prime Contractor, as Obligee, performance and payment bonds in the principal amount of the Subcontract Price or such greater amount as required by the Contract Documents, with a corporate surety approved by Prime Contractor. The bonds shall be on a form approved by the surety. Any increase in the Subcontract Price shall automatically result in a corresponding increase in the penal amount of the bonds; decreases in the Subcontract Price shall not, however, reduce the penal amount of the bonds unless provided in a written change order.

8. Claims for Damages; Extensions of Time.

8.1 Subcontractor shall give Prime Contractor written notice of all claims affecting or relating to the Subcontract Price for which the Owner is or may be liable under the Contract Documents no later than 48 hours after Subcontractor’s first observance of the facts giving rise to the claim, or, if sooner, within the time limits provided in the Contract Documents for like claims by Prime Contractor upon the Owner and in sufficient time for Prime Contractor to initiate such claims against the Owner in accordance with the Contract Documents. The claim shall proceed in the manner provided in the Contract Documents and Subcontractor shall be responsible for substantiating a claim submitted to the Owner on Subcontractor’s behalf. Subcontractor shall be responsible for all costs, expenses, and attorney fees incurred by it and by Prime Contractor relating to the claim.

8.2 If Subcontractor is delayed, obstructed, hindered, or interfered with in a critical element of the Subcontractor’s Work by any cause beyond Subcontractor’s reasonable control and not due to the fault of Subcontractor, its officers, agents, employees, sub-subcontractors, or suppliers, then (A) Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of such causes, but only if (1) Subcontractor gives Prime Contractor notice in writing of such delay, obstruction, hindrance, or interference within 48 hours of Subcontractor’s first observance of the facts giving rise thereto, (2) Subcontractor demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance, or interference and has used all available means to minimize the consequences thereof, and (3) Owner grants Prime Contractor an extension of time for the performance of Subcontractor’s Work; and (B) Subcontractor shall be entitled to an adjustment in the Subcontract Price to the extent provided in this Section.

8.3 Subcontractor shall not be entitled to nor claim any cost reimbursement, compensation, or damages (A) attributable to delay, obstruction, hindrance, or interference to Subcontractor’s Work as set forth in Section 8.2, or (B) on account of any claim for which the Owner is or may be liable under the Contract Documents as set forth in Section 8.1, except to the extent that Prime Contractor is entitled to a corresponding cost reimbursement, compensation, or damages from Owner under the Contract Documents on account thereof, and then only to the extent of the amount, if any, that Prime Contractor on behalf of Subcontractor actually receives from Owner on account thereof, less any costs, expenses and attorney fees incurred by Prime Contractor. Nothing in this Subcontract precludes Subcontractor’s recovery of damages for delay or to constitute a waiver of Subcontractor’s right to recover damages for delay.

8.4 Subcontractor shall give Prime Contractor written notice of all claims affecting or relating to the Subcontractor's Work not addressed above within 48 hours of Subcontractor's first observance of the facts giving rise to the claim. All such claims shall be resolved in the manner provided in Section 16 ("Disputes & Settlements").

8.5 Subcontractor's failure to assert a claim in the manner and within the time provided for in this Section constitutes a complete waiver of the claim.

9. Work Changes.

9.1 Prime Contractor may, without invalidating this Subcontract, order the Subcontractor in writing to make changes in the Subcontractor's Work within the general scope of this Subcontract. The Subcontractor shall promptly provide a written description of the increase or decrease in cost or any impact on schedule, and request approval before the change in work commences. No adjustment in the Subcontractor's Price or the Date of Final Completion shall be made for any changes performed by the Subcontractor that have not been ordered by Prime Contractor in writing. Subcontractor shall not deviate from the plans, specifications or formalized scope of work documents or substitute materials (including "or equal" materials) without the issuance of a written change order by Prime Contractor.

9.2 If Subcontractor and Prime Contractor cannot agree on an appropriate adjustment of the Subcontractor's Price or Date of Final Completion, the Subcontractor shall proceed with the changed work and the disagreement shall be resolved pursuant to the provisions of Section 16.

9.3 If a change order is executed by Prime Contractor and Subcontractor, there shall be no subsequent adjustment based upon the effect or impact of the change contemplated by that change order, nor shall Subcontractor be entitled to any further time or compensation based upon the cumulative effect of multiple change orders.

10. Clean-up and Protection of Work of Others.

10.1 Subcontractor at all times shall keep the Construction Site free from rubbish, debris, and obstructions caused by its operations, and shall complete Subcontractor's Work in such manner as to permit the next succeeding work to start without further cleaning. At the time of completion of Subcontractor's Work in each area, Subcontractor shall leave the area "broom clean" and shall remove all of its tools, equipment, scaffolding, and surplus materials.

10.2 Subcontractor shall not damage the work of others by its operations, and shall repair or pay the cost of repairing any such damage done by it.

10.3 Prime Contractor may perform any clean-up or repair work Subcontractor fails to perform promptly, in which case Subcontractor shall pay Prime Contractor the cost of the clean-up or repair work plus 10% for overhead and other indirect expenses.

11. Safety.

11.1 Subcontractor shall perform the Subcontractor's Work in a safe and reasonable manner. Subcontractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect (A) employees and other persons at the construction site; (B) materials and equipment stored at the construction site or at off-site locations for use in performance of the work; and (C) all property and structures located at the construction site and adjacent to work areas, regardless of whether that property or structures are involved in the Subcontractor's Work. Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction, or by Prime Contractor, or by the Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor must perform weekly toolbox talks and documented safety audits with a copy being forwarded to Prime Contractor Project Representative on a weekly basis.

11.2 Subcontractor shall implement appropriate safety measures pertaining to the Subcontractor's Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, addressing full protection and establishing proper notice procedures to protect persons and property from injury, loss or damage.

11.3 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Subcontractor's Work, the Subcontractor shall exercise utmost care and carry on such activities under supervision of properly

qualified personnel. Prime Contractor shall not be responsible for materials and substances brought to the site by Subcontractor unless such materials or substances were required by the Contract Documents.

11.4 In addition to any federal, state and/or local accident or death reporting requirements, Subcontractor will report incidents involving injury, death and/or property damage to the Prime Contractor Project Representative within one hour of occurrence, with written notification within twenty-four hours of such event. The written notification shall include, at a minimum, the following information: (a) name of injured party or location of property damage; (b) Social Security Number of injured party; (c) address of injured party; (d) employer name and address of injured party; (e) telephone number of injured party; (f) date and time of accident; (g) location where injury occurred; (h) description of injury or extent of property damage; (i) action taken with respect to injury or damage; (j) name, address and telephone number of witnesses to injury or property damage; (k) name, address and telephone number of person making report and date report made; and (l) on-site representative's name.

12. Termination without Fault of Subcontractor.

If Prime Contractor or the Owner terminates the contract between them for any cause permitted by that contract (except a default by Prime Contractor), Prime Contractor by notice to Subcontractor may terminate this Subcontract. In addition, Prime Contractor may at any time and without cause by written notice to Subcontractor terminate this Subcontract and require Subcontractor to cease the Subcontractor's Work. In either event, Subcontractor, as directed by Prime Contractor, shall discontinue Subcontractor's Work, remove its equipment, materials, and employees from the Construction Site, and take such action as necessary to terminate its agreements with its sub-subcontractors and suppliers, and to minimize its losses resulting from such termination. Subcontractor shall then promptly deliver to Prime Contractor a statement covering the balance owed under this Subcontract for work completed prior to the termination, and for additional costs for which it is liable by reason of such termination. This statement shall be the maximum amount for which Prime Contractor may be liable by virtue of its termination of the Subcontract. Subcontractor is not entitled to profit or overhead on unperformed Work.

13. Termination upon Default of Subcontractor.

If Subcontractor defaults on any term of this Subcontract or the Contract Documents, Prime Contractor may issue a notice giving the Subcontractor three working days to correct the default. If Subcontractor fails to correct the default within the three working day period, Prime Contractor may, without waiving any rights or remedies it has, take whatever steps it deems necessary or appropriate to correct any deficiencies at the cost of Subcontractor, which will be liable for that cost-plus Prime Contractor's reasonable overhead, profit, and attorney fees. In addition to correcting Subcontractor's default upon the expiration of the three working day period, Prime Contractor may issue a second notice of default giving the Subcontractor six-calendar days to correct the default. If Subcontractor fails to correct the default within that six-calendar day period, Prime Contractor may terminate the Subcontract, and all costs associated with completing the Subcontractor's Work, including reasonable overhead, profit, and attorney fees, will be deducted from any amounts owed to Subcontractor. Subcontractor is liable for any amount by which the cost of completing the Subcontractor's Work (including reasonable overhead, profit, and attorney fees) exceeds any amounts owed or to be owed to Subcontractor and Subcontractor agrees to pay Prime Contractor such amount within ten days of receipt of the invoice from Prime Contractor.

14. Warranties; Correction of Work.

14.1 Subcontractor warrants and guarantees that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified, and that all of Subcontractor's Work will be of first quality, free from faults or defects in materials or workmanship, and in strict accordance with requirements of this Subcontract and the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Subcontractor's warranties under this Subcontract must extend at least as long as Prime Contractor's warranties under the Contract Documents, but in any event no less than one year from the date of Subcontractor's last work.

14.2 Subcontractor shall promptly correct at its cost all of Subcontractor's Work rejected as defective or as failing to conform to the requirements of this Subcontract or the Contract Documents whether observed before or after substantial completion of the Project and whether or not fabricated, installed, or completed.

15. Liquidated and Consequential Damages.

15.1 If the Contract Documents allow for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, Prime Contractor may assess a share of the damages against Subcontractor in proportion to

the Subcontractor's share of the responsibility for the delay. This section does not limit Subcontractor's liability to Prime Contractor for Prime Contractor's actual delay damages caused by Subcontractor's delay.

15.2 Subcontractor waives all claims against Prime Contractor for consequential damages arising out of or relating to this Subcontract, including damages for principal office expenses (which includes unabsorbed principal office expenses) and the compensation of personnel stationed there; for loss of financing, business and reputation; and for loss of profit.

16. Disputes and Settlement.

16.1 The parties shall first attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Subcontract by negotiation and consultation between themselves. A designated executive representative (CEO, President, COO, CFO) of each of Prime Contractor and Subcontract shall meet independently of the Project personnel to resolve such claims. Claims that are not resolved by such negotiations shall be submitted to, in Prime Contractor's sole discretion: (i) a mutually agreed to mediation service, or (ii) litigation in state or federal court in Franklin County, Ohio. Prime Contractor and the Subcontractor consent to the exclusive jurisdiction and venue of the state and federal courts in Franklin County, Ohio. The costs and attorney fees of any binding dispute resolution procedure (whether arbitration or litigation) shall be paid by the non-prevailing party.

16.2 Subcontractor shall continue the Subcontractor's Work and maintain the Project schedule during any dispute resolution proceedings.

17. Prevailing Wages.

IF the Project is subject to a legal requirement to pay "prevailing wages" or similar restrictions applicable to laborers or mechanics employed on the job, or if the Contract Documents contain requirements pertaining to the wages of laborers or mechanics employed on the job, Subcontractor shall pay the prevailing wages and comply with all restrictions, requirements, or agreements with respect to the laborers and mechanics employed by it for the performance of Subcontractor's Work and shall require all of its sub-subcontractors to pay prevailing wages and comply with any and all such restrictions, requirements or agreements with respect to their laborers and mechanics employed for the performance of their work.

18. Assignment; Subcontracting; Work for Others on the Project.

Subcontractor shall not assign this Subcontract or any right or liability relating to it, or subcontract any part of the Subcontractor's Work, without the Prime Contractor's written consent. Subcontractor shall not, without Prime Contractor's express written consent, provide any goods or services for the Project to Owner or any other contractor or subcontractor other than to Prime Contractor.

19. Divisibility.

If any provision of this Subcontract is held by a court or arbitrator of competent jurisdiction invalid or unenforceable, such provision shall be ineffective only to that extent without invalidating or rendering unenforceable any other provision of this Subcontract.

20. Applicable Law.

This Subcontract shall be construed in accordance with and governed by the internal substantive law of the State of Ohio regardless of the laws that might otherwise govern under principles of conflict of laws.

21. Non-waiver.

The waiver by either party of any breach of any provision of this Subcontract does not constitute a waiver of any other breach of any provision of this Subcontract. No payment of the Subcontract Price, whether a partial payment or the final payment, shall be deemed an acceptance of Subcontractor's Work covered thereby.

22. Entire Agreement.

This Subcontract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter of this Subcontract, including any proposals submitted by Subcontractor. This Subcontract may not be amended or modified except by a written change order duly executed by the parties hereto.

23. Manner of Acceptance.

This Subcontract will be deemed effective upon the earlier of the Subcontractor's signature below or the Subcontractor's acceptance as provided in this Section. By shipping goods, by acknowledging receipt of this Subcontract, or by commencing the Subcontractor's Work, Subcontractor agrees to the terms and conditions contained in this Subcontract, although its agreement to such terms and conditions is not limited to the foregoing methods. This Subcontract may be accepted by Subcontractor without signature.

24. Communication with Owner.

Subcontractor agrees that all communication with the Owner shall be through Prime Contractor, and Subcontractor agrees that no direct communication with the Owner regarding Subcontractors Work is permissible without written notice by Prime Contractor to Subcontractor, or without a Prime Contractor representative present. Subcontractor agrees to not compete with Prime Contractor in connection with the Subcontractors Work and the Contract Documents.

25. Labor.

25.1 The Subcontractor or sub-subcontractors may employ union labor. If the Subcontractor employs union labor, Subcontractor agrees that it shall maintain in full force and effect for the duration of the Subcontractor's Work, a valid collective bargaining agreement between the Subcontractor and any appropriate union. All of Subcontractor's Work performed by the Subcontractor shall be rendered in accordance with the terms and provisions of any such collective bargaining agreement and any revisions, extensions or renewals thereof, and Subcontractor shall timely pay all fringe benefits or other charges to any appropriate union. The Subcontractor agrees that it will bind by written contract, a copy of which shall be supplied to Prime Contractor, all of its union subcontractors to the appropriate collective bargaining agreement or agreements hereinabove referred to. Any and all provisions for certified payroll are to be complied with by Subcontractor and all sub-subcontractors, and proof of compliance is required by Prime Contractor and to be included in all applications for payment.

25.2 Subcontractor shall comply with all requirements regarding immigration laws, statutes, rules, codes, orders, and regulations. Subcontractor accepts all responsibility and liability for verification and documentation of the legal status of all its employees. Subcontractor shall maintain, at all times during the term of this Subcontract and for the time otherwise required by law, all records required by the United States Citizenship and Immigration Service ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Subcontractor's employees, contractors and agents and shall respond at all times during the term of this Subcontract in a timely fashion to any inspection request related to such I-9 forms by Prime Contractor or any governmental agency or authority. Subcontractor shall ensure that the number listed on the I-9 form for each employee matches that employee's Social Security number. Prime Contractor may, in its sole discretion, terminate this Subcontract if Subcontractor violates or is in breach of any provision of this Section, or the USCIS determines that Subcontractor has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, including without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto.

26. Confidentiality.

All information, pricing and correspondence between Subcontractor and Prime Contractor is considered confidential and privileged trade secret information and may not be shared or disclosed without express written consent of Prime Contractor.

Subcontractor agrees to keep the Client's and Prime Contractor's trade secrets, forms, manuals, procedures, pricing information, maintenance scheduling, training materials, customer agreements, computer programming information, patents issued, patents pending, patent applications, trademarks, service marks, copyrights, inventions, know-how or trade secrets, research and development efforts and methodologies, testing, engineering, manufacturing, marketing, sales, finances or operations (such as, but not limited to, any processes, formulae, methods, techniques, devices, manufacturing procedures, customer lists, sales statistics, tactics and projections, marketing strategies and plans, and personnel information or data) and other confidential information confidential for a period commencing upon the execution of this Subcontract, and continuing for three years after the Subcontractor's Work is complete. Exceptions to this confidentiality provision shall only include situations in which the confidential information is already in the public domain, or in which a duly authorized governmental entity forces the disclosure of such confidential information. In this case, Subcontractor shall first

provide written notification of such information request to the Owner and Prime Contractor and cooperate with them in any attempts to limit or prohibit such disclosure.

27. Intellectual Property Rights.

27.1 The drawings, specifications and other related documents, including those in electronic form, furnished to Subcontractor in connection with this Subcontract are the property of Prime Contractor. Subcontractor shall not own or claim a copyright in those drawings, specifications and other documents. Subcontractor may retain one record set of such drawings, specifications and other documents. All copies of those drawings, specifications and other documents, except Subcontractor’s record set, shall be returned or suitably accounted for upon completion of the Subcontractor’s Work. The drawings, specifications and other related documents provided to Subcontractor are for use solely with respect to the Project, and those drawings, specifications and other documents may not be used by Subcontractor on other projects or for additions to the Project outside the scope of the Subcontractor’s Work. Subcontractor may use and reproduce drawings, specifications and other related documents only for use in the execution of the Subcontractor’s Work. All copies of those drawings, specifications and other documents made under this authorization shall bear the statutory copyright notice, if any, shown on those drawings, specifications, and other documents.

27.2 All shop drawings, specifications and other design related documents (including those in electronic form) prepared by or for Subcontractor shall become the property of Prime Contractor or its designee. Subcontractor shall provide Prime Contractor with copies of all such shop drawings, specifications and other design related documents, and Prime Contractor may retain such materials upon completion of the Subcontractor’s Work. Subcontractor hereby assigns to Prime Contractor all common law, statutory and other reserved rights, including the copyrights, in the shop drawings, specifications and other design related documents prepared by or for Subcontractor, and Subcontractor warrants that it will obtain from its employees and/or consultants such authorizations so as to pass to Prime Contractor any similar rights of such persons or entities. Subcontractor will execute such additional documents and take such additional actions as Prime Contractor may require to confirm the rights granted to Prime Contractor under this Section.

28. Relationship of the Parties.

Subcontractor is an independent contractor of Prime Contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Subcontractor and Prime Contractor for any purpose. Subcontractor has no authority (and shall not hold itself out as having authority) to bind Prime Contractor and Subcontractor shall not make any agreements or representations on Prime Contractor’s behalf without Prime Contractor’s prior written consent. Subcontractor is solely responsible for paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker’s compensation insurance on its behalf. Subcontractor is solely responsible for, and shall indemnify Prime Contractor against, all such taxes or contributions, including penalties and interest.

SUBCONTRACTOR:

First Choice Electrical Solutions

By: Michael Oakes
Title: Owner
Printed Name: Michael Oakes

PRIME CONTRACTOR:

Juice Technologies, Inc. dba Plug Smart

By: [Signature]
Title: COO
Printed Name: Scott Brennan

**EXHIBIT A
SUBCONTRACT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Subcontractor as Principal and _____ as sureties, are hereby held and firmly bound unto Juice Technologies, Inc., dba PLUG SMART as Obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the ____ day of _____, 20__, enter into a Subcontract with Juice Technologies, Inc. dba PLUG SMART for construction of _____ which said Subcontract is made a part of this bond the same as though set forth herein:

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said Subcontract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Subcontract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the Obligee against all damage suffered by failure of the Principal to perform the Subcontract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward,

performing, or completing the Subcontract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the Obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Subcontract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the Subcontract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 20 ____.

Subcontractor (Principal):

By: _____

Its: _____

Surety:

Address: _____

By: _____
(Attorney-in-Fact)

Surety Agent:

By: _____

Its: _____



**Marlington School District – Marlboro
Elementary**



8131 Edison St. NE
Louisville, OH 44641

LED LIGHTING CONTRACTOR

REQUEST FOR PROPOSAL (RFP)

RFP Requirements & Scope of Work

LED Lighting Retrofit

ISSUE DATE: 05/11/2020

MANDATORY SITE VISIT: 05/13/2020

RESPONSE DUE DATE: 05/22/2020

Instructions for Proposal Submission

Proposal Preparation

Proposals should be prepared providing a straight-forward, concise description of Proposer's capabilities to satisfy the requirements of this Request for Proposal.

Respondent may include any optional data not requested yet considered by the Proposer to be pertinent to this RFP as an addendum to the proposal.

Any Proposal that does not include the express requirements of this RFP and any Plug Smart issued addenda may be considered an incomplete Proposal and may be rejected.

Ownership of all data, materials and documentation originated and prepared for Plug Smart pursuant to the RFP shall belong exclusively to Plug Smart. Any confidential or proprietary data must be clearly marked as such.

Final acceptance contingent upon approval by Plug Smart review.

Contacting Marlington Local Schools directly is not permissible and strictly forbidden.

General Information and Notice to Respondents

RFP Schedule

Proposals must be received at the below address on or before, **May 22nd, 2020 @ 9am.**

Mandatory Walk Through

A mandatory site visit will be held on **May 13th, 2020 @ 9am.** All participating RFP contractors are required to attend. Meet at

8131 Edison St. NE
Louisville, OH 44641

Delivery of Pricing/Response

An electronic copy of all proposal material should be **emailed** to Scott Brennan (Sr. Project Manager) at scott.brennan@plugsmart.com in accordance with the stated RFP Schedule.

Rights Reserved

Plug Smart, at its sole discretion and upon its determination that such actions would be in its best interest, reserves the right to:

- Accept or reject any or all Proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities, informalities, and technicalities in any Proposal when determined that it is in its best interest to do so;
- Hold all Proposals for a period of up to (90) days after the RFP due date and to accept a Proposal not withdrawn before the scheduled RFP due date;
- Cancel and/or reissue this RFP at any time;
- Invite some, all, or none of the Proposers for interviews, demonstrations, presentations, and further discussion;

- Negotiate a possible contract and may solicit “best and final offers” from some or all Respondents prior to or during this negotiation process;
- Choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Proposals that do not follow the RFP directives, are difficult to understand, are difficult to read, or are missing any requested information;
- Make an Award by items, groups of items, or as a whole, whichever is deemed most advantageous to the Customer. Plug Smart also reserves the right to make multiple awards when it is deemed in the best interest of the Project and/or Customer.

Review of Written Proposals

Responses must be prepared as described. An evaluation team may review and score written proposals based on the evaluation identified below.

- Qualification, capability and experience of proposed personnel/company and evidence of successful performance with similar accounts or operations.
- Financial Stability of Proposer.
- Past experience with similar work.
- Fulfilling the request for information per each section of this RFP.
- Understanding of project requirements, phasing and sequencing.
- Cost Summary and final pricing.

Evaluation Process

Contractors with proposal scores deemed competitive may be interviewed by the project evaluation team. The interview provides the opportunity for the Contractor to address questions and to more fully describe how their approach to this project. Contractor representatives at the interview should include individuals who will be key points of contact and have major responsibility for contract negotiation, supervision of this particular project, management and implementation of this particular project.

Final Selection

Final reference checks will be conducted with the apparent awardee (top-ranked Proposer) prior to making the final selection.

Contact Terms and Conditions

Contractor agrees that the attached Plug Smart standard subcontract will be executed as is by the selected and awarded Contractor, and that all proposers have accounted for the terms and conditions of this subcontract agreement in their pricing. ***Please see Exhibit A – Plug Smart standard Subcontract.***

Prevailing Wage

Prevailing wage **is not** required as part of this project.

Tax Exempt

This project **is** tax exempt and a Certificate of Tax Exemption will be provided if needed.

Bonding

Any, and all quotations over \$100,000.00 must include a performance and payment bond, as required by Juice/Plug Smart bonding company. Please break out the Bond cost in your bid.

Scope of Work Relating to This Project

Project Details

General Conditions

- All project management and professional personnel assigned to the Project will be subject to the approval of Plug Smart and/or the customer, and changes shall not be made without prior written approval, except in the case of employee termination.
- All project personnel and subcontractor will be subject to requirements of the customer, including background checks and drug testing if required.
- This contractor will coordinate all work with other subcontractors
- It is to be understood that this is a Design Build project and this contractor is responsible to provide all items needed to provide a complete operational system.
- This contractor is to consult with Agencies Having Jurisdiction for proper installation and permitting.
- Any localized power outages must be coordinated with Plug Smart as to cause minimum impact upon the customer.
- No equipment will be allowed to be worked on "live". Proper "Lock out Tag out" policy must be followed.
- Radios and other music may not be played on work site.
- Breaks and lunch will be at designated areas in the building.
- This is a non-smoking facility. No tobacco products are allowed to be used in this facility.

Schedule & Implementation Requirements

- Awarded contractor will submit a detailed construction/implementation schedule. Include manpower, tasks to be performed, and breakout work separate showing all tasks considered part of scope.
- On-site installation is to start no later than June 1st, 2020 and finish no later than August 31, 2020
- Hours of operation are Monday through Friday, 7am to 5pm, excluding holidays.
- Indicate the total number of man hours (including startup and commissioning, excluding Supervision) included in your bid (space provided on attached pricing sheet).
- Indicate the total number supervision hours included in your bid (space provided on attached pricing sheet).
- Work is to occur Monday through Friday during normal working hours every week and/or Saturday and Sunday where necessary to meet the schedule. Additional hours daily over and above standard hours may be worked at the Contractor's discretion should work flow and schedule require.

- Fill out the provided manpower loading chart/4-week look-ahead schedule (Exhibit B) with your anticipated on-site crew (including supervisor). You are to fill in the total number of men per week in the boxes highlighted green.
- All supervision necessary to assure the project is installed, sequenced and managed properly on site during all installation. This includes submission of a current 4-week look-ahead schedule (Exhibit B) each week. All payments are contingent upon full compliance of this project planning requirement.
- Contractor will maintain daily progress reporting (number of workers, work expected to be done, rooms expected to be working in). Daily reports are to be emailed to Scott Brennan of Plug Smart @ scott.brennan@plugsmart.com.

Safety

- Submission of your company's fully detailed and written Site-Specific Work Safety Policy prior to receipt of contract should you be the selected contractor.
- Submission of your company's fully detailed and written Drug and Alcohol Policy prior to receipt of contract. Drug or alcohol use is strictly prohibited. All personnel of your company are to be free of influence from drug and alcohol use while on site.
- Contractor must be part of the Ohio Workers Comp Drug-Free Workplace Program or equivalent program.
- Full compliance with the customer's safety policy terms & conditions is a condition to contract award. Background testing may be required by the customer and is the responsibility of this contractor.
- Contractor will have all appropriate Material Safety Data Sheets for materials, solvents, fuels, oils, greases, glues, etc. available and onsite during the work.
- Awarded responder/bidder must provide a designated supervisor/project representative and provide a cell phone number and 24-hour emergency number upon signing of subcontract.
- Daily tool-box talk and documentation required and is to be emailed to Plug Smart daily.
- Hard hat and safety glasses are a 100% project requirement. Contractor personnel must wear all appropriate PPE and operate in a safe manner while on site.
- Contractor will maintain a clean work environment, and clean/sweep those areas worked in, returning them to the existing condition level of cleanliness. All interior spaces shall be cleaned and returned to existing condition daily.
- Lock-out/tag-out Policy and Procedures to be presented to Plug Smart and reviewed prior to mobilization and prior to disruption of any electrical service. Proper lock-out/tag-out procedures to be followed at all times by all project personnel.

Demolition

- All demoed material is to be removed from site and properly disposed of in a safe manner.
- Documentation will be required for disposal of all hazardous waste material
- All items to be disconnected must be properly Locked out and tagged.
- Any potential shutdowns of the system must be coordinated through Plug Smart.
- Disconnect and remove all lamps and ballasts

Installation:

- This contractor is responsible for all installation and instruction/training coordination with manufacturer for all Plug Smart pre-purchased material. Plug Smart is providing the material only.
- All pre-purchased materials and associated accessories are to be received, unloaded, and store
- This contractor is to provide and be the point-of-contact and coordinate with the freight company regarding material arrival. Contractor has the option to receive the material at their facility or on-site (contractor's choice). If delivered to the site, contractor must coordinate through Plug Smart on arrival date and storage location then coordinate DIRECTLY with the freight company.
- Contractor to note and photograph any damage to new equipment and existing spaces BEFORE work begins. Damaged items discovered after work commences will be deemed being caused by the contractor.
- The scope consists of installing the following items per the Plug Smart Audit. Confirmation of final counts of material needed is to be coordinated with Plug Smart by this contractor prior to mobilization.
- See Appendix A: for general room/light count. Contractor is responsible to validate accuracy and final fixture/room counts.
- All work areas should be left clean and orderly. Finished and roof surfaces must be protected to assure they remain damage free.

System Commissioning Requirements

- All lamps and fixtures installed will be confirmed with Plug Smart to be fully operational at final walk through of project

Specifications Relating to This Project

- All installation practices will be per at a minimum of the NEC and local jurisdictions.
- Products will be new and not previously installed
- All lighting tubes installed will be Energy Star Listed or DLC 4.2 or better Qualified
- If DLC qualified the specification sheets must have the DLC logo and the DLC Product Code for that specific bulb of fixture.



- Some lamps will typically not be DLC Listed or Energy Star Certified for rebates
 - E26 LED corn cob type LED (E39 can be)
 - PL type horizontal and vertical LED bulbs are typically not but sometimes can be

- Lamps will be installed completely without any gaps or partial installations.
- Reflectors and lenses will be cleaned to remove any dust and fingerprints
- Dimmers will be installed so as not to produce any flickering/strobing



Lighting Sub Installation Quote/Bid Sheet – Page 1

(Please complete & submit this sheet along with any clarifications)

Project: Marlinton School District – Marlboro Elementary
Bid/Quote: Lighting Sub Installation Request for Quote (RFQ)
Date: _____ (due by May 22nd, 2020 - 9:00 AM)
Sub: _____ **Contact:** _____
Cell #: _____ **E-mail:** _____

Project → As Defined above

Bid 1 Lighting Installation Labor Only: \$ _____
 Provide all lighting materials: \$ _____

Summary of Manpower

1B1.1 Total # of Man hours _____
1B1.3 Total # of Supervision Hours all scopes: _____

1B1.4 Max crew size anticipated at project height: _____
1B1.5 Avg anticipated crew size: _____

Lighting Sub Installation Quote/Bid Sheet – Page 2

(Please complete & submit this sheet along with any clarifications)

Project: Marlinton School District – Marlboro Elementary
Bid/Quote: Lighting Sub Installation Request for Quote (RFQ)
Date: _____ (due by May 22nd, 2020 - 9:00 AM)
Sub: _____ **Contact:** _____
Cell #: _____ **E-mail:** _____

Change Administration

1C1.1	Base Hourly Rate* for crew:	\$ _____ /hr
1C1.2	Base Hourly Rate* for Supervision:	\$ _____ /hr
1C1.3	Allowable Company burden/fringes:	<u>30%</u>
1C1.4	Allowable Supervision % on Changes:	<u>10% of total hours</u>
1C1.5	Allowable consumables on material:	<u>2% of total material cost</u>
1C1.6	Max allowable warranty on material:	<u>1.5% of material total</u>
1C1.7	Allowable Profit/Overhead Rate:	<u>10% Profit/ 10% Overhead</u>

Note: * = Base rate must NOT include any items listed in 1.C1.3 through 1C3.1

Lighting Sub Installation Quote/Bid Sheet Submission

This Lighting Sub Installation Quote/Bid Sheet must be submitted to qualify for acceptance. Please include any other vendor generated quote/detail sheet that may support your proposed equipment evaluation.

Appendix A:

Location				Existing Fixture		
Building : Scope	Floor	Area	Sub Area / Room	Fixture	Quantity	Input Wattage
Marlboro Elementary School	1st Floor		Main Entrance Vestibule	2x2 Prism Rec 2L 32W U6 T8	2	59
Marlboro Elementary School : Exit/EM	1st Floor		Main Entrance Vestibule	Exit Sign LED	2	3
Marlboro Elementary School	1st Floor		Hallway by Entrance	2x2 Prism Rec 2L 32W U6 T8	2	59
Marlboro Elementary School : Exit/EM	1st Floor		Hallway by Entrance	Exit Sign Combo LED	1	3
Marlboro Elementary School	1st Floor		Hallway from 105 to 101	2X4 Prism Rec 2L 32W T8	10	59
Marlboro Elementary School : Exit/EM	1st Floor		Hallway from 105 to 101	None Existing	0	0
Marlboro Elementary School	1st Floor		Classroom 103	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	12	89
Marlboro Elementary School	1st Floor		Storage Closet in Classroom 103	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	1	89
Marlboro Elementary School	1st Floor		Passage / Storage 103/102	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	1	89
Marlboro Elementary School	1st Floor		Classroom 102	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	12	89
Marlboro Elementary School	1st Floor		Classroom 101	4' Schoolhouse BP 2L 32W T8	12	59
Marlboro Elementary School	1st Floor		Side Entrance Vestibule	8' Strip SP 2L T8	2	94
Marlboro Elementary School : Exit/EM	1st Floor		Side Entrance Vestibule	Exit Sign Combo LED	1	3
Marlboro Elementary School	1st Floor		Office	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	5	89
Marlboro Elementary School	1st Floor		Storage Room in Office	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	1	89
Marlboro Elementary School	1st Floor		Gym - Multipurpose	4' Wrap BP 4L 32W T8	24	112
Marlboro Elementary School : Exit/EM	1st Floor		Gym - Multipurpose	Exit Sign LED	2	3

Marlboro Elementary School : Exit/EM	1st Floor		Gym - Multipurpose	Exit Sign LED	1	3
Marlboro Elementary School	1st Floor		Stage	Keyless Inc 300W A	3	300
Marlboro Elementary School	1st Floor		Stage	Keyless CFL 23W Screw In	2	23
Marlboro Elementary School	1st Floor		Back Stage Hallway	4' Wrap BP 2L 32W T8	6	59
Marlboro Elementary School	1st Floor		Back Stage Hallway	RLM CFL 23W Screw In	1	23
Marlboro Elementary School : Exit/EM	1st Floor		Back Stage Hallway	Exit Sign Combo LED	1	3
Marlboro Elementary School	1st Floor		Side Stage Storage Room	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor		Boy's Locker Room	RLM Inc 100W A	3	100
Marlboro Elementary School	1st Floor		Boy's Locker Room	RLM CFL 32W Screw In	2	32
Marlboro Elementary School : Exit/EM	1st Floor		Boy's Locker Room	None Existing	0	0
Marlboro Elementary School	1st Floor		Girl's Locker Room	RLM Inc 100W A	2	100
Marlboro Elementary School	1st Floor		Girl's Locker Room	RLM CFL 32W Screw In	3	32
Marlboro Elementary School : Exit/EM	1st Floor		Girl's Locker Room	None Existing	0	0
Marlboro Elementary School	1st Floor		Boy's Restroom	4' Industrial BP 2L 32W T8	1	59
Marlboro Elementary School	1st Floor		Janitorial Closet	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor		Storage Closet	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor		Girl's Restroom	4' Industrial BP 2L 32W T8	1	59
Marlboro Elementary School	1st Floor		Boiler Room Stairs	Keyless Inc 100W A	1	100
Marlboro Elementary School	1st Floor		Boiler Room	RLM CFL 23W Screw In	3	23
Marlboro Elementary School	Base ment		Boiler Room	RLM Inc 100W A	1	100
Marlboro Elementary School	1st Floor		Classroom 105	2X4 Prism Rec 2L 32W T8	12	59

Marlboro Elementary School : Exit/EM	1st Floor		Classroom 105	None Existing	0	0
Marlboro Elementary School	1st Floor		Storage Closet in Classroom 105	Keyless Inc 100W A	1	100
Marlboro Elementary School	1st Floor	Office	Office 2	8' Wrap BP 8L 32W T8	2	224
Marlboro Elementary School	1st Floor	Office	Private Office - Principal	4' Wrap BP 4L 32W T8	4	112
Marlboro Elementary School	1st Floor	Office	Storage Room	4' Schoolhouse BP 2L 32W T8	2	59
Marlboro Elementary School	1st Floor		Vestibule to Workroom	6" Rec Sq. Inc 60W A	1	60
Marlboro Elementary School	1st Floor		Restroom	Vanity Inc 60W A 2L	1	120
Marlboro Elementary School	1st Floor		Workroom	4' Wrap BP 4L 32W T8	4	112
Marlboro Elementary School	1st Floor		Workroom	6" Rec Sq. Inc 60W A	2	60
Marlboro Elementary School	1st Floor		Vestibule to Workroom	6" Rec Sq. Inc 60W A	1	60
Marlboro Elementary School	1st Floor		Restroom	Vanity Inc 60W A 2L	1	120
Marlboro Elementary School	1st Floor		Cafeteria	4' Coffered Wrap BP 1L 32W T8	71	31
Marlboro Elementary School : Exit/EM	1st Floor		Cafeteria	Exit Sign LED	1	3
Marlboro Elementary School : Exit/EM	1st Floor		Cafeteria	None Existing	0	0
Marlboro Elementary School	1st Floor		Library	4' Coffered Wrap BP 1L 32W T8	42	31
Marlboro Elementary School	1st Floor		Library Desk	4' Coffered Wrap BP 1L 32W T8	4	31
Marlboro Elementary School	1st Floor		Library Hallway	4' Coffered Wrap BP 1L 32W T8	2	31
Marlboro Elementary School : Exit/EM	1st Floor		Library Hallway	Exit Sign LED	1	3
Marlboro Elementary School	1st Floor		Classroom 131	4' Coffered Wrap BP 1L 32W T8	25	31
Marlboro Elementary School	1st Floor		Classroom 132	4' Coffered Wrap BP 1L 32W T8	25	31
Marlboro Elementary School	1st Floor		Hallway	4' Coffered Wrap BP 1L 32W T8	5	31

Marlboro Elementary School	1st Floor		Library Storage Room	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor		Girl's Restroom	4' Cove BP 1L 25W T8	11	22
Marlboro Elementary School	1st Floor		Classroom 133	4' Coffered Wrap BP 1L 32W T8	26	31
Marlboro Elementary School	1st Floor		Hallway to Door 8	4' Coffered Wrap BP 1L 32W T8	12	31
Marlboro Elementary School : Exit/EM	1st Floor		Hallway to Door 8	Exit Sign LED	1	3
Marlboro Elementary School : Exit/EM	1st Floor		Hallway to Door 8	Exit Sign Combo LED	1	3
Marlboro Elementary School	1st Floor		Classroom 134	4' Coffered Wrap BP 1L 32W T8	30	31
Marlboro Elementary School	1st Floor		Classroom 135	4' Coffered Wrap BP 1L 32W T8	30	31
Marlboro Elementary School	1st Floor		Classroom 136	4' Coffered Wrap BP 1L 32W T8	30	31
Marlboro Elementary School	1st Floor		Classroom 137	4' Coffered Wrap BP 1L 32W T8	25	31
Marlboro Elementary School	1st Floor		Janitorial Closet / Roof Access	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor		Boy's Restroom	4' Cove BP 1L 25W T8	7	22
Marlboro Elementary School	1st Floor		Classroom 138	4' Coffered Wrap BP 1L 32W T8	26	31
Marlboro Elementary School	1st Floor		Classroom 139	4' Coffered Wrap BP 1L 32W T8	26	31
Marlboro Elementary School	1st Floor		Custodial Office / Storage	Keyless LED 9W A	2	9
Marlboro Elementary School	1st Floor		Mechanical Room	Keyless LED 9W A	2	9
Marlboro Elementary School	1st Floor		Kitchen	4' Wrap BP 2L 32W T8	16	59
Marlboro Elementary School : Exit/EM	1st Floor		Kitchen	None Existing	0	0
Marlboro Elementary School	1st Floor		Dish wash	4' Wrap BP 2L 32W T8	4	59
Marlboro Elementary School	1st Floor		Locker Room	Drum Inc 60W A 2L	1	120
Marlboro Elementary School	1st Floor		Restroom	Vanity Inc 60W A 2L	1	120
Marlboro Elementary School	1st Floor		Kitchen Office	4' Wrap BP 2L 32W T8	2	59

Marlboro Elementary School	1st Floor		Dry Storage	Drum Inc 60W A 2L	4	120
Marlboro Elementary School	1st Floor		Walk-in Cooler	Jelly Jar Inc 150W A	1	150
Marlboro Elementary School	1st Floor		Walk-in Freezer	Jelly Jar Inc 150W A	1	150
Marlboro Elementary School	1st Floor	Classroom 112	Classroom 112	4' Coffered Wrap BP 1L 32W T8	30	31
Marlboro Elementary School	1st Floor	Classroom 112	Restroom in Classroom 112	4' Wrap BP 2L 32W T8	2	59
Marlboro Elementary School	1st Floor	Classroom 112	Restroom in Classroom 112	Drum CFL 23W Screw In 2L	1	46
Marlboro Elementary School	1st Floor	Classroom 112	Storage Room in Classroom 112	Keyless Inc 150W A	1	150
Marlboro Elementary School	1st Floor		Janitorial Closet	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	1st Floor	Classroom 108	Classroom 108	4' Coffered Wrap BP 1L 32W T8	30	31
Marlboro Elementary School	1st Floor	Classroom 108	Rear Entrance Vestibule 112/108	Drum CFL 23W Screw In 2L	1	46
Marlboro Elementary School : Exit/EM	1st Floor	Classroom 108	Rear Entrance Vestibule 112/108	Exit Sign Combo LED	1	3
Marlboro Elementary School	1st Floor	Classroom 108	Restroom in Classroom 108	Drum CFL 23W Screw In 2L	1	46
Marlboro Elementary School	1st Floor	Classroom 108	Server Room	Drum CFL 23W Screw In 2L	2	46
Marlboro Elementary School	2nd Floor		Stairs Landing	2X4 Prism Rec 2L 32W T8	2	59
Marlboro Elementary School	2nd Floor		Hallway	2X4 Prism Rec 2L 32W T8	12	59
Marlboro Elementary School : Exit/EM	2nd Floor		Hallway	None Existing	0	0
Marlboro Elementary School	2nd Floor		Classroom 203	4' Schoolhouse BP 2L 32W T8	16	59
Marlboro Elementary School	2nd Floor		Storage Closet 1	Drum CFL 23W Screw In 2L	1	46

Marlboro Elementary School	2nd Floor		Storage Closet 2	Drum Inc 60W A 2L	1	120
Marlboro Elementary School	2nd Floor		Classroom 202	4' Schoolhouse BP 2L 32W T8	14	59
Marlboro Elementary School	2nd Floor		Classroom 201	4' Schoolhouse BP 2L 32W T8	6	59
Marlboro Elementary School	2nd Floor		Storage Room 200	4' Schoolhouse BP 2L 32W T8	10	59
Marlboro Elementary School	2nd Floor		Vestibule to Office	2X4 Prism Rec 2L 32W T8	2	59
Marlboro Elementary School	2nd Floor		Mechanical Room	4' Strip BP 3L 32W T8	1	89
Marlboro Elementary School	2nd Floor		Office 2	2X4 Prism Rec 4L 32W T8	2	112
Marlboro Elementary School	2nd Floor		Restroom	2X4 Prism Rec 4L 32W T8	1	112
Marlboro Elementary School	2nd Floor		Girl's Restroom	4' Industrial BP 2L 32W T8	1	59
Marlboro Elementary School	2nd Floor		Janitorial Closet	Keyless CFL 23W Screw In	1	23
Marlboro Elementary School	2nd Floor		Boy's Restroom	2X4 Prism Rec 4L 32W T8	1	112
Marlboro Elementary School	2nd Floor		Classroom 205	2X4 Prism Rec 3L 32W T8 Delamped from 4 Lamps	12	89
Marlboro Elementary School	2nd Floor		Storage Closet in Classroom 205	Keyless Inc 60W A	1	60
Marlboro Elementary School	2nd Floor		Classroom 204	4' Schoolhouse BP 2L 32W T8	12	59
Marlboro Elementary School	Exterior		Wall by Door 11	Wall Pack HPS 100W	1	138
Marlboro Elementary School	Exterior		Wall by Door 11	Flood HPS 150W	1	188
Marlboro Elementary School	Exterior		Wall by Room 101	Flood HPS 150W	1	188
Marlboro Elementary School	Exterior		Door 1	Rec Sq. Inc 60W A	1	60
Marlboro Elementary School	Exterior		Corner by Door 1	Barnlight HPS 250W	1	295
Marlboro Elementary School	Exterior		Corner by Gym	Barnlight HPS 250W	1	295
Marlboro Elementary School	Exterior		Door 9	Rec Sq. Inc 60W A	1	60
Marlboro Elementary School	Exterior		Kitchen Wall	Wall Pack HPS 50W	3	66
Marlboro Elementary School	Exterior		Kitchen Wall Rear	Wall Pack HPS 50W	1	66

Marlboro Elementary School	Exterior		Wall by Room 135	Wall Pack HPS 50W	1	66
Marlboro Elementary School	Exterior		Wall by Door 8	Wall Pack HPS 50W	1	66
Marlboro Elementary School	Exterior		Wall by Door 7	Wall Pack LED 15W	1	15
Marlboro Elementary School	Exterior		Sign	4' Strip BP 4L 32W T8	1	112

Lighting Sub Installation Quote/Bid Sheet – Page 2

(Please complete & submit this sheet along with any clarifications)

Project: Marlington School District – Marlboro Elementary
Bid/Quote: Lighting Sub Installation Request for Quote (RFQ)
Date: 5/21,2020 (due by May 22nd, 2020 - 9:00 AM)
Sub: First Choice Electrical Solutions **Contact:** Mike Oakes
Cell #: 330-614-8033 **E-mail:** moakes@firstchoicelc.net

Change Administration

1C1.1	<u>Base Hourly Rate* for crew:</u>	<u>\$ 4 2 00 /hr</u>
1C1.2	<u>Base Hourly Rate* for Supervision:</u>	<u>\$ 6 5 00 /hr</u>
1C1.3	<u>Allowable Company burden/fringes:</u>	<u>30%</u>
1C1.4	<u>Allowable Supervision % on Changes:</u>	<u>10% of total hours</u>
1C1.5	<u>Allowable consumables on material:</u>	<u>2% of total material cost</u>
1C1.6	<u>Max allowable warranty on material:</u>	<u>1.5% of material total</u>
1C1.7	<u>Allowable Profit/Overhead Rate:</u>	<u>10% Profit/ 10% Overhead</u>

Note: * = Base rate must NOT include any items listed in 1.C1.3 through 1C3.1

Lighting Sub Installation Quote/Bid Sheet Submission

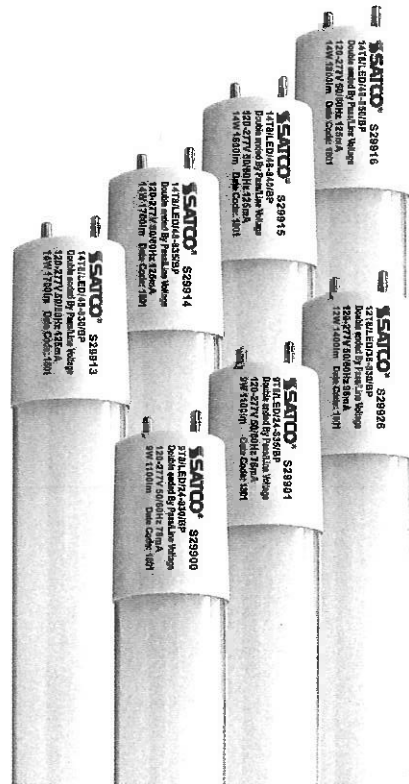
This Lighting Sub Installation Quote/Bid Sheet must be submitted to qualify for acceptance. Please include any other vendor generated quote/detail sheet that may support your proposed equipment evaluation.

LED T8 LAMPS

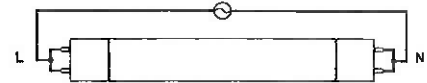
Linear LED ballast bypass T8 series

Double ended wiring

- Works with existing sockets
–shunted or non-shunted
- Reduces labor costs for installation
- Built-in shock resistant circuit
(not hot until both ends are installed)
- No ballast or external driver required
- Direct wire 120-277V line voltage
- All glass tube
- Approved for use with tube guards
- Damp location
- c-UL-us Classified
- DLC Listed
- Long life—50,000 hours
- 5 Year warranty



Double Ended
Wiring Diagram
AC120-277V



LED T8 Ballast Bypass

Item Number	Lamp Description	W	CRI	Base Type	Bm	CCT	Lm	M.O.L. (Inches)	Life/ Hrs.	UPC	Pack
9W, 2'											
S29900	9T8/LED/24-830/BP 120-277V	9	82	Med Bi-Pin	220°	3000K	1100	24	50K	045923299001	25
S29901	9T8/LED/24-835/BP 120-277V	9	82	Med Bi-Pin	220°	3500K	1100	24	50K	045923299018	25
S29902	9T8/LED/24-840/BP 120-277V	9	82	Med Bi-Pin	220°	4000K	1150	24	50K	045923299025	25
S29903	9T8/LED/24-850/BP 120-277V	9	82	Med Bi-Pin	220°	5000K	1150	24	50K	045923299032	25
12W, 3'											
S29926	12T8/LED/36-830/BP 120-277V	12	82	Med Bi-Pin	220°	3000K	1400	36	50K	045923299261	25
S29927	12T8/LED/36-835/BP 120-277V	12	82	Med Bi-Pin	220°	3500K	1400	36	50K	045923299278	25
S29928	12T8/LED/36-840/BP 120-277V	12	82	Med Bi-Pin	220°	4000K	1450	36	50K	045923299285	25
S29929	12T8/LED/36-850/BP 120-277V	12	82	Med Bi-Pin	220°	5000K	1450	36	50K	045923299292	25
14W, 4'											
S29913	14T8/LED/48-830/BP 120-277V	14	82	Med Bi-Pin	220°	3000K	1800	48	50K	045923299131	25
S29914	14T8/LED/48-835/BP 120-277V	14	82	Med Bi-Pin	220°	3500K	1800	48	50K	045923299148	25
S29915	14T8/LED/48-840/BP 120-277V	14	82	Med Bi-Pin	220°	4000K	1800	48	50K	045923299155	25
S29916	14T8/LED/48-850/BP 120-277V	14	82	Med Bi-Pin	220°	5000K	1800	48	50K	045923299162	25
S11924	14T8/LED/48-865/BP 120-277V	14	82	Med Bi-Pin	210°	6500K	1800	48	50K	045923119248	25
17W, 4'											
S29904	17T8/LED/48-830/BP 120-277V	17	82	Med Bi-Pin	220°	3000K	2100	48	50K	045923299049	25
S29905	17T8/LED/48-835/BP 120-277V	17	82	Med Bi-Pin	220°	3500K	2100	48	50K	045923299056	25
S29906	17T8/LED/48-840/BP 120-277V	17	82	Med Bi-Pin	220°	4000K	2200	48	50K	045923299063	25
S29907	17T8/LED/48-850/BP 120-277V	17	82	Med Bi-Pin	220°	5000K	2200	48	50K	045923299070	25

Product sheet SA2405

**See warranty for details.

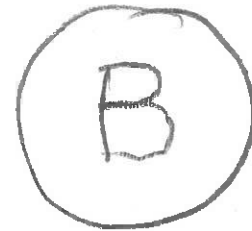
SATCO | **NUVO**

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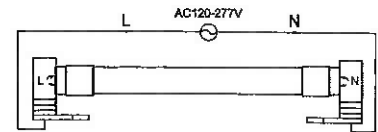
LED T8 LAMPS

43W Linear LED ballast bypass 8' T8 series

- Double ended wiring
- Shatterproof coated
- Over 40% energy savings vs standard 8' T8 systems
- Slimline single pin base - replaces T8 & T12
- No ballast or external driver required
- Direct wire 120-277V line voltage
- All glass tube
- Damp location
- NSF certified
- c-UL-us Classified
- Long life—50,000 hours
- 5 Year warranty



Wiring Diagram



LED T8 Ballast Bypass

Item Number	Lamp Description	W	V	CRI	Base Type	Bm	CCT	Lm	M.O.L. (Inches)	Life/ Hrs.	UPC	Pack
S9917*	43T8/LED/96-835/BP	43	120-277V	82	Single Pin	210°	3500K	5500	96	50K	045923099175	10
S9918*	43T8/LED/96-840/BP	43	120-277V	82	Single Pin	210°	4000K	5500	96	50K	045923099182	10
S9919*	43T8/LED/96-850/BP	43	120-277V	82	Single Pin	210°	5000K	5500	96	50K	045923099189	10
S11925	43T8/LED/96-865/BP	42	120-277V	82	Single Pin	210°	6500K	5500	96	50K	045923119255	10

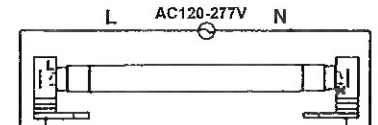
Product sheet SA2438

43W Linear LED ballast bypass 8' T8 series

- Double ended wiring
- Shatterproof coated
- Over 40% energy savings vs standard 8' T8 systems
- R17d base designed to replace 8' T8 HO and T12 HO Fluorescent lamps
- No ballast or external driver required
- Direct wire 120-277V line voltage
- All glass tube
- Damp location
- NSF certified
- c-UL-us Classified
- Long life—50,000 hours
- 5 Year warranty



Wiring Diagram



LED T8 Ballast Bypass

Item Number	Lamp Description	W	V	CRI	Base Type	Bm	CCT	Lm	M.O.L. (Inches)	Life/ Hrs.	UPC	Pack
S9924	43T8/LED/96-840/BP/R17d	43	120-277V	82	R17d	210°	4000K	5500	96	50K	045923099243	10
S9925	43T8/LED/96-850/BP/R17d	43	120-277V	82	R17d	210°	5000K	5500	96	50K	045923099250	10
S9942	43T8/LED/96-865/BP/R17d	43	120-277V	82	R17d	210°	6500K	5500	96	50K	045923099427	10

Product sheet SA2611

**See warranty for details.



T8 DIRECT FIT : U-BEND

DESCRIPTION

LED T8 Direct Fit Replacement Lamps directly replace fluorescent T8 lamps at a fraction of the energy cost.

Review all installation instructions and confirm use of a compatible ballast before installing EiKO Direct Fit Linear Lamps.

FEATURES

- Directly replaces fluorescent U-bend lamps
- No socket changes, uses shunted or non-shunted sockets
- Operates on most electronic T8 (instant & programmed) ballasts
- Instantaneous full light output upon power-up
- Frosted glass lens reduces visual glare
- Suitable for use in totally enclosed fixtures
- No rewiring or modifications of any kind required
- Does not operate on magnetic ballasts
- Does not operate on T12 ballasts
- Use of an incompatible ballast, poor socket connection or other improper installation can result in reduced lamp lifetime, arcing or localized overheating
- Visit eiko.com to view complete ballast compatibility information

WARRANTY

- 5 year limited warranty; see eiko.com for warranty details

APPLICATIONS

- Highbays
- Troffers
- Industrial Strips
- Cove Lighting
- Warehouses
- Stairwells
- Cold Storage



PERFORMANCE	Bare Lamp Wattage	11.5W
	Lumens	1,800
	Efficacy (LPW)	157
	CRI	80+
	CCT	3500K, 4000K, 5000K
	Life (L70)	50,000 hours
ELECTRICAL	Power Factor	≥0.9
	THD	<20%
	Input Voltage	120-277V; 347V
CONSTRUCTION	Operating Temperature	-4°F to 113°F (-20°C to 45°C)
	Base	G13
LISTINGS	Certification(s)	DesignLights Consortium® Qualified; NSF Listed; cULus Listed; FCC
	Material Usage	RoHS Compliant; no mercury or lead
	Environment	UL Listed for damp locations

PERFORMANCE SUMMARY

Order Code	Item #	Length	Lumens	Nominal Watts	Volts Ballast Dependent	CCT	CRI	Glass Tube	Life/ Hours	DLC
10093	LED11.5WT8F/U6/835-G8DR	6" U-Bend	1,800	11.5W	120-277V, 347V	3500K	80+	Frosted	50K	✓
10063	LED11.5WT8F/U6/840-G8DR	6" U-Bend	1,800	11.5W	120-277V, 347V	4000K	80+	Frosted	50K	✓
10068	LED11.5WT8F/U6/850-G8DR	6" U-Bend	1,800	11.5W	120-277V, 347V	5000K	80+	Frosted	50K	✓

NOTE: Use order code when ordering. ✓ DesignLights Consortium® Qualified



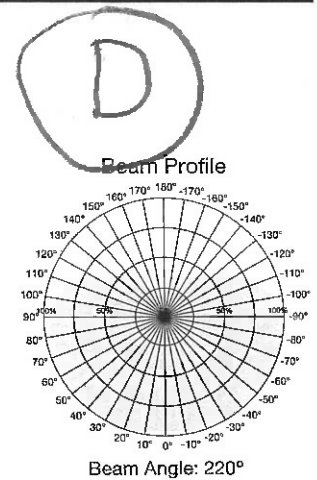
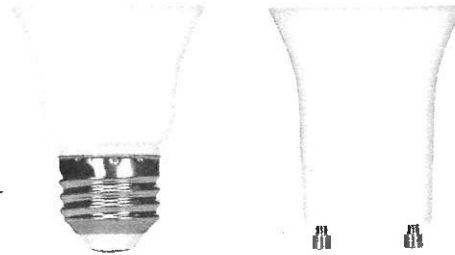
NSF offers the most accepted and trusted certification and verification programs for commercial foodservice equipment, specified by health departments, restaurant buyers and specifiers worldwide. NSF means market access – products with the NSF mark receive guaranteed regulatory acceptance in North America and improved acceptance worldwide. Verification programs, such as HACCP Compliance Verification - EU, demonstrate hygienic quality, independently verified by a trusted source.



OMNI-DIRECTIONAL LED A19 LAMPS

60W replacement omni-directional LED A19 lamps

- Direct replacement for 60 Watt incandescent lamps, uses only 8.5-10 Watts
- Indoor residential and commercial lighting
- Innovative design—smooth heat sink design to resemble traditional incandescent lamp
- 2700K, 3000K, 3500K, 4000K & 5000K options
- Damp location
- Dimmable and non-dimmable options
- Approved for totally enclosed fixtures**
- E26 & GU24 base options
- CEC/T20 Compliant options available
- Long life—up to 25,000 hours
- ENERGY STAR certified*
- 3 Year warranty—15,000 hours
- 5 Year warranty—25,000 hours



60W Replacement Omni-Directional A19 LED Lamps

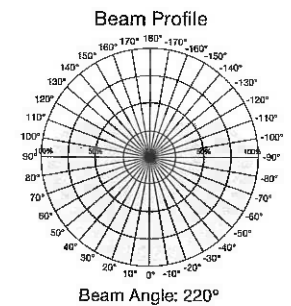
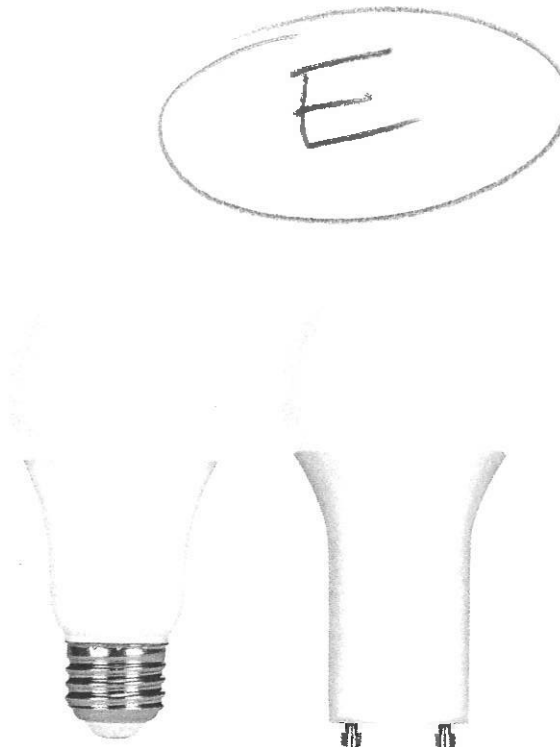
Item Number	Lamp Description	W	V	CRI	CCT	Lm	Bm	M.O.L. (Inches)	Life/Hrs.	UPC	Pack
Dimmable											
S29835*	9.8A19/OMNI/220/LED/27K	9.8	120	80	2700K	800	220°	4 5/16	25K	045923298356	24/6
S29836*	9.8A19/OMNI/220/LED/30K	9.8	120	80	3000K	800	220°	4 5/16	25K	045923298363	24/6
S29837*	9.8A19/OMNI/220/LED/35K	9.8	120	80	3500K	800	220°	4 5/16	25K	045923298370	24/6
S29838*	9.8A19/OMNI/220/LED/40K	9.8	120	80	4000K	800	220°	4 5/16	25K	045923298387	24/6
S29839*	9.8A19/OMNI/220/LED/50K	9.8	120	80	5000K	800	220°	4 5/16	25K	045923298394	24/6
S29840*	9.8A19/OMNI/220/LED/27K/GU24	9.8	120	80	2700K	800	220°	4 5/16	25K	045923298400	24/6
S29844*	9.8A19/OMNI/220/LED/30K/GU24	9.8	120	80	3000K	800	220°	4 5/16	25K	045923298448	24/6
S29841*	9.8A19/OMNI/220/LED/35K/GU24	9.8	120	80	3500K	800	220°	4 5/16	25K	045923298417	24/6
S29842*	9.8A19/OMNI/220/LED/40K/GU24	9.8	120	80	4000K	800	220°	4 5/16	25K	045923298424	24/6
S29843	9.8A19/OMNI/220/LED/50K/GU24	9.8	120	80	5000K	800	220°	4 5/16	25K	045923298431	24/6
90 CRI—CEC/T20—JA8-2016											
S9703*■	10A19/OMNI/LED/27K/90CRI	10	120	90	2700K	800	220°	4 5/16	25K	045923097034	24/6
S9704*■	10A19/OMNI/LED/30K/90CRI	10	120	90	3000K	800	220°	4 5/16	25K	045923097041	24/6
S8480	10A19/OMNI/LED/40K/90CRI	10	120	90	4000K	800	220°	4 5/16	25K	045923084805	24/6
S8481	10A19/OMNI/LED/50K/90CRI	10	120	90	5000K	800	220°	4 5/16	25K	045923084812	24/6
S9707*■	10A19/OMNI/LED/27K/90CRI/GU24	10	120	90	2700K	800	220°	4 5/16	25K	045923097072	24/6
S9708*■	10A19/OMNI/LED/30K/90CRI/GU24	10	120	90	3000K	800	220°	4 5/16	25K	045923097089	24/6
S8482	10A19/OMNI/LED/40K/90CRI/GU24	10	120	90	4000K	800	220°	4 5/16	25K	045923084829	24/6
Non-Dimmable											
S9593*	9.5A19/LED/2700K/120V	9.5	120	80	2700K	800	220°	4 5/16	15K	045923095931	24/6
S9594*	9.5A19/LED/3000K/120V	9.5	120	80	3000K	800	220°	4 5/16	15K	045923095948	24/6
S9595*	9.5A19/LED/5000K/120V	9.5	120	80	5000K	800	220°	4 5/16	15K	045923095955	24/6
120-277V											
S8914*	8.5A19/LED/27K /120-277V	8.5	120-277	80	2700K	800	220°	4 5/16	25K	045923089145	24/6
S8915*	8.5A19/LED/30K /120-277V	8.5	120-277	80	3000K	800	220°	4 5/16	25K	045923089152	24/6
S8916	8.5A19/LED/40K /120-277V	8.5	120-277	80	4000K	800	220°	4 5/16	25K	045923089169	24/6
S8920	8.5A19/LED/50K /120-277V	8.5	120-277	80	5000K	800	220°	4 5/16	25K	045923089206	24/6

■ Also T24 compliant.

OMNI-DIRECTIONAL LED A19 & A21 LAMPS

100W replacement omni-directional LED A19, A21 lamps

- Direct replacement for 100 Watt incandescent lamps, uses only 15-18 Watts
- Indoor residential and commercial lighting
- Damp location
- Dimmable and non-dimmable options
- Approved for totally enclosed fixtures**
- CEC/T20 Compliant options available
- Long life—up to 25,000 hours
- ENERGY STAR certified*
- 3 Year warranty—15,000 hours
- 5 Year warranty—25,000 hours



100W Replacement Omni-Directional LED A19 Lamps



Item Number	Lamp Description	W	V	CRI	CCT	Lm	Bm	M.O.L. (Inches)	Life/Hrs.	UPC	Pack
Dimmable											
S29815*	15A19/LED/2700K/1600L/120V/D	15	120	80	2700K	1600	220°	4 5/8	25K	045923298158	24/6
S29816*	15A19/LED/3000K/1600L/120V/D	15	120	80	3000K	1600	220°	4 5/8	25K	045923298165	24/6
S29817*	15A19/LED/4000K/1600L/120V/D	15	120	80	4000K	1600	220°	4 5/8	25K	045923298172	24/6
S29818*	15A19/LED/5000K/1600L/120V/D	15	120	80	5000K	1600	220°	4 5/8	25K	045923298189	24/6
S29819*	15A19/LED/27K/1600/120V/GU24	15	120	80	2700K	1600	220°	4 1/2	25K	045923298196	24/6
S29805*	15A19/LED/40K/1600/120V/GU24	15	120	80	4000K	1600	220°	4 1/2	25K	045923298059	24/6
90 CRI—CEC/T20											
S8652*■	18A21/LED/27K/90CRI	18	120	90	2700K	1600	220°	5 5/8	25K	045923086526	24/6
S8653*■	18A21/LED/30K/90CRI	18	120	90	3000K	1600	220°	5 5/8	25K	045923086533	24/6
S8486	18A21/LED/40K/90CRI	18	120	90	4000K	1600	220°	5 5/8	25K	045923084867	24/6
S8487	18A21/LED/50K/90CRI	18	120	90	5000K	1600	220°	5 5/8	25K	045923084874	24/6
S8488	18A21/LED/40K/90CRI/GU24	18	120	90	4000K	1600	220°	5 5/8	25K	045923084881	24/6
Non-Dimmable											
S28785*	15.5A19/LED/27K/ND/120V	15.5	120	80	2700K	1600	220°	4 5/8	15K	045923287855	24/6
S28786*	15.5A19/LED/30K/ND/120V	15.5	120	80	3000K	1600	220°	4 5/8	15K	045923287862	24/6
S28787*	15.5A19/LED/40K/ND/120V	15.5	120	80	4000K	1600	220°	4 5/8	15K	045923287879	24/6
S28788*	15.5A19/LED/50K/ND/120V	15.5	120	80	5000K	1600	220°	4 5/8	15K	045923287886	24/6

■ Also T24 compliant.

Product sheet SA2255

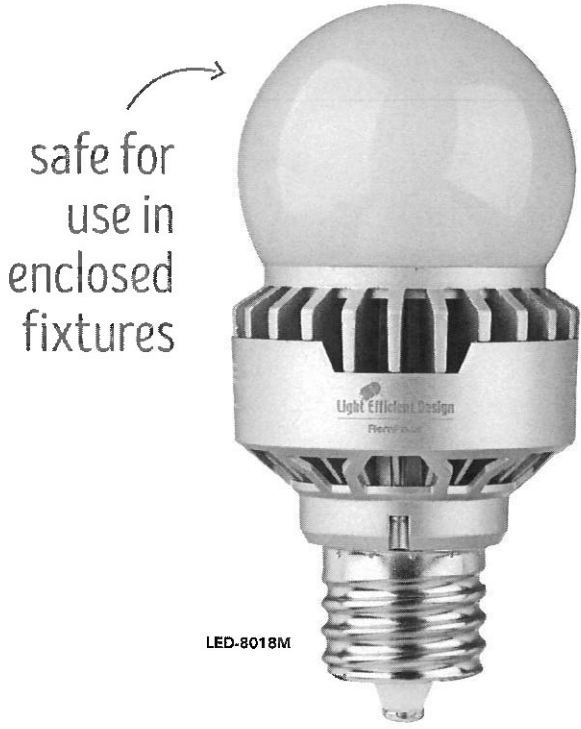
A21/A23 HIGH OUTPUT RETROFITS 360° OMNI DIRECTIONAL DESIGN



120-277V VOLTAGE	UL TYPE B BALLAST BYPASS INSTALL METHOD	E26/EX39 MEDIUM & MOGUL BASE	-4°F TO 113°F OPERATING TEMP	UP BASE DOWN MOUNTING	ENCLOSED FIXTURES	L70 >50,000 (EX39) >25,000 (E26) RATED LIFE	80+ CRI	IP64 RATED INGRESS PROTECTION	5 YEAR WARRANTY
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A21/A23 High Output Retrofits

F & G



- Frosted design to reduce glare
- 360° light output for optimal performance
- Available in 3000K, 4000K and 5000K
- Pretested & potted drivers are burnt in 3x prior to shipping and protected against vibration and moisture
- Expertly engineered to work efficiently in enclosed fixtures & damp environments
- Protected against insects and dust
- 120-277V Non-Dimmable (other than 8017-G2-DIM)
- LED-8017-G2-DIM is 120V only

PART #	REPLACES (Incandescent)	REPLACES (HID)	WATTAGE	LUMENS	CCT (K)	BASE	ENERGY STAR	DLC CODE
LED-8015E50-G2	Up to 100W	Up to 70W	14W	1960	5000K	E26	✓	N/A
LED-8017E50-G2	Up to 150W	Up to 100W	20W	2760	5000K	E26	✓	N/A
LED-8017E50-G2-DIM	Up to 150W	Up to 100W	20W	2760	5000K	E26	✓	N/A
LED-8018E50-G2	Up to 200W	Up to 150W	25W	3575	5000K	E26	✓	N/A
LED-8018M50-G2	Up to 200W	Up to 150W	25W	3575	5000K	EX39	N/A	PL3PUZI7K07Y
LED-8019M50-G2	Up to 300W	Up to 175W	35W	4690	5000K	EX39	N/A	PLGAMPK6VXAH

*LED-8017-DIM available in March 2020



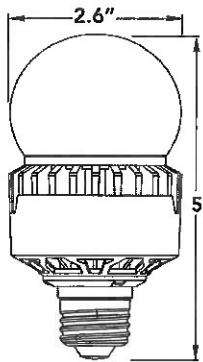
LIGHT EFFICIENT DESIGN HEADQUARTERS 188 S. Northwest Highway • Cary, IL 60013
 INNOVATION & MANUFACTURING CENTER 30 Log Bridge Road, Building 200 • Middleton, MA 01949
 847.380.3540 • led-llc.com



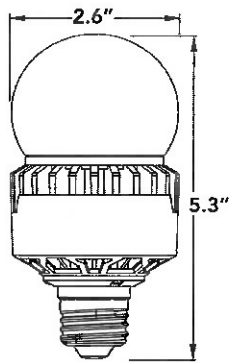
A21/A23 HIGH OUTPUT RETROFITS 360° OMNI DIRECTIONAL DESIGN



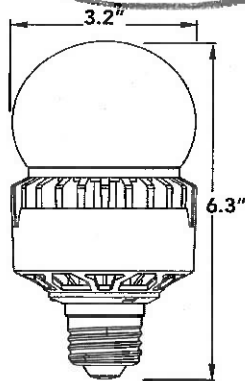
F E G



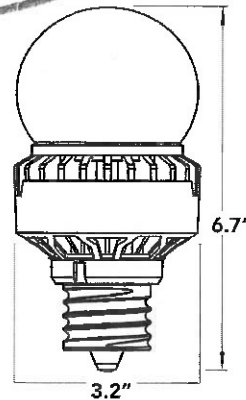
LED-8015E



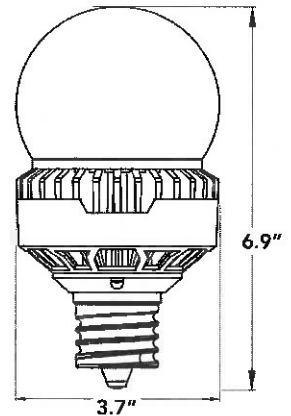
LED-8017E



LED-8018E



LED-8018M



LED-8019M

ORDERING GUIDE

PART #	UPC	REPLACES (INC)	REPLACES (HID)	WATTAGE	LUMENS	CCT (K)	BASE	ENERGY STAR	DLC CODES
LED-8015E30-G2	844006035969	Up to 100W	Up to 70W	14W	1792	3000K	E26	•	N/A
LED-8015E40-G2	844006035976	Up to 100W	Up to 70W	14W	1918	4000K	E26	•	N/A
LED-8015E50-G2	844006035983	Up to 100W	Up to 70W	14W	1960	5000K	E26	•	N/A
LED-8017E30-G2	844006035990	Up to 150W	Up to 100W	20W	2540	3000K	E26	•	N/A
LED-8017E40-G2	844006036003	Up to 150W	Up to 100W	20W	2720	4000K	E26	•	N/A
LED-8017E50-G2	844006036010	Up to 150W	Up to 100W	20W	2760	5000K	E26	•	N/A
LED-8017E30-G2-DIM	844006052218	Up to 150W	Up to 100W	20W	2540	3000K	E26	•	N/A
LED-8017E40-G2-DIM	844006052225	Up to 150W	Up to 100W	20W	2720	4000K	E26	•	N/A
LED-8017E50-G2-DIM	844006052232	Up to 150W	Up to 100W	20W	2760	5000K	E26	•	N/A
LED-8018E30-G2	844006036027	Up to 200W	Up to 150W	25W	3375	3000K	E26	•	N/A
LED-8018E40-G2	844006036034	Up to 200W	Up to 150W	25W	3525	4000K	E26	•	N/A
LED-8018E50-G2	844006036041	Up to 200W	Up to 150W	25W	3575	5000K	E26	•	N/A
LED-8018M30-G2	844006036058	Up to 200W	Up to 150W	25W	3375	3000K	EX39	N/A	PLYO2FRL1TZ
LED-8018M40-G2	844006036065	Up to 200W	Up to 150W	25W	3525	4000K	EX39	N/A	PLJ38NP57SW
LED-8018M50-G2	844006036072	Up to 200W	Up to 150W	25W	3575	5000K	EX39	N/A	PL3PUZ17KO7Y
LED-8019M30-G2	844006036089	Up to 300W	Up to 175W	35W	4400	3000K	EX39	N/A	PLFD10SWG40S
LED-8019M40-G2	844006036096	Up to 300W	Up to 175W	35W	4400	4000K	EX39	N/A	PLZ89EO4KDCG
LED-8019M50-G2	844006036102	Up to 300W	Up to 175W	35W	4690	5000K	EX39	N/A	PLGAMPK6VXAH



LIGHT EFFICIENT DESIGN HEADQUARTERS 188 S. Northwest Highway • Cary, IL 60013
 INNOVATION & MANUFACTURING CENTER 30 Log Bridge Road, Building 200 • Middleton, MA 01949
 847.380.3540 • led-llc.com

DESCRIPTION

The Caretaker™ LED area luminaire incorporates durability, long life, and unmatched performance in a package that is ideal for a wide variety of applications. The unique universal mounting bracket allows quick and easy installation whether it is wall mounted security lighting, residential street lighting, perimeter area lighting, parking areas, loading platforms, boat docks, access drives or pathways. Designed for years of worry-free illumination, the Caretaker luminaire is UL/cUL listed for wet locations, has a heavy-duty die-cast aluminum housing and includes an integrated 6kV surge protection device.

SPECIFICATION FEATURES

Construction

Single heavy-duty die-cast aluminum housing. Access via stamped aluminum door for ease of installation and maintenance. Corrosion resistant hardware. Spun aluminum shield for full cutoff.

Optics

Precision molded optics are designed to shape the distribution, maximize efficiency, and application coverage. Available in three lumen packages with standard 4000K CCT with a minimum 70 CRI. The Type V round symmetric distribution creates a consistent, even distribution replacing up to 250W metal halide. Optic is IP66 rated.

Electrical

LED driver is standard universal voltage and 0-10V dimming with integrated 6kV surge protection. A NEMA 3-PIN photocontrol receptacle and twist-lock photocontrol for dusk-to-dawn operation are provided standard. The Caretaker is designed for efficient thermal management; heat is transferred away from the LEDs for optimal efficiency, light output, and life. Lumen maintenance of 90% at 60,000 hours.

Mounting

The Caretaker luminaire is supplied with a universal mounting bracket for either wall or wood pole mounting and an integral two-bolt slipfitter for mounting on 1-1/4" to 2" standard pipe (1-5/8" to 2-3/8" O.D.).

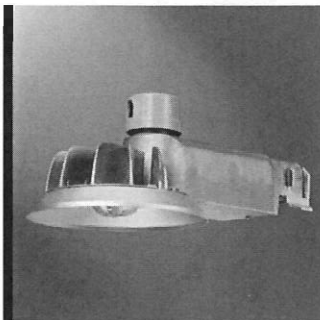
Finish

Standard natural aluminum finish.

Warranty

Five-year warranty.

Catalog #		Type	K
Project		Date	
Comments			
Prepared by			



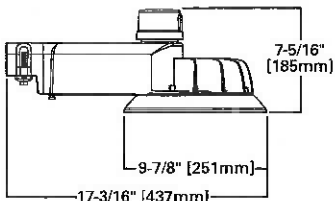
CTKR CARETAKER LED

Solid State LED

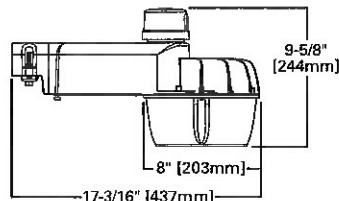
AREA LUMINAIRE
DUSK-TO-DAWN

DIMENSIONS

Full Cutoff (Standard)

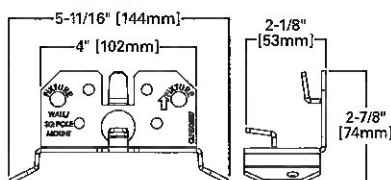


Small Acrylic Refractor

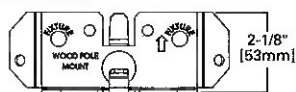


WALL / POLE MOUNTING BRACKET (INCLUDED)

Wall Mount / Square Pole Mount



Pole Mount



CERTIFICATION DATA

UL/cUL Wet Location Listed
IP66 Rated (Optic)
LM79/LM80 Compliant
3G Vibration Rated
RoHS Compliant
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
> 0.9 Power Factor
< 20% Total Harmonic Distortion
120-277V, 50/60Hz
-40°C Minimum Ambient Temperature Rating
+40°C Maximum Ambient Temperature Rating

EPA

Effective Projected Area: (Sq. Ft.)
Full Cutoff: 0.52
Small Acrylic Refractor: 0.58

SHIPPING DATA

Approximate Net Weight: 7 lbs. (3.2 kgs.)

Project Name

Location

Prepared By



NUVO 65-268

LED SMALL WALL PACK W/PHOTOCEL

Notes

General

Status	Active
Fixture Type	Wall Pack
Finish	Bronze
Wattage	20
Lumen Output	2761
CCT (Kelvin)	5000
Temperature	Natural Light
IP Rating	IP65

Specifications

Technology	LED
CRI	80+
Voltage	100V-277V
Beam Angle	100
Rated Hours	50000
Operating Temperature	-20C (-4F) to a maximum of +45C (+113F)
Dimmable	Non-Dimmable
Photocell	Has Photocell
Lens Material	Poly Carbonate
Weight (lb.)	1.98
Material	Cast Aluminum

Dimensions

Height (in.)	8.59
Width (in.)	5.81
Extension (in.)	3.09

Compliance

Safety Listing	cETLus
Location Rating	Wet
UL Application	Wall
Energy Star	No
DLC Approved	Yes
DLC ID	PLBQNHFOVDN4
CEC Status	California T24 Compliant
CA Prop 65	Lead
RoHS Compliant	Yes

Additional Information

Warranty	5 Year Limited
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FEATURES & SPECIFICATIONS

INTENDED USE

Combination emergency lighting unit and exit. Suitable for illuminating the path of egress and for marking the means of egress in accordance with Life Safety Code NFPA 101.

CONSTRUCTION

Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication. Fully assembled single face with extra faceplate for easy field-conversion to double face. Track and swivel arrangement permits full range of lamp adjustment.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS

The typical life of the LED lamp is 10 years. Two 1W LED lamps for emergency light.

ELECTRICAL

Dual-voltage input 120V or 277V AC; 9.6V output. Emergency combo provided with test switch, status indicator and rechargeable battery. Maintenance-free nickel-cadmium battery provides 90 minutes of emergency power. High output (HO) option provides 3W of remote capacity, which powers up to three ELA LED lamps.

LISTINGS

UL Listed. Meets UL 924, NFPA 101, NFPA 70-NEC and OSHA illumination standards. Indoor damp location 32°F to 122°F (0°C to 50°C) listed standard.

WARRANTY

Fixtures are covered by Lithonia Lighting 24-month warranty against mechanical defects in manufacture.

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Specifications subject to change without notice.

Actual performance may differ as a result of end-user environment and application.

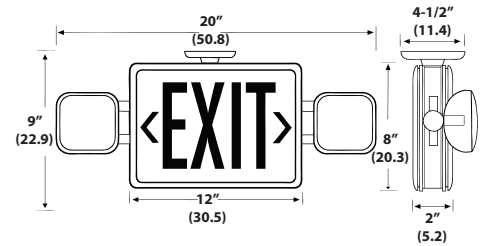
Catalog Number
Notes
Type

Contractor Select

LED Exit/Unit Combos



ECR LED



All dimensions are inches (centimeters).
Shipping weight: 3.6 lbs. (1.6 kgs.).

ORDERING INFORMATION

Catalog Number	UPC	Description	Supply Voltage	Input Wattage	Pallet Qty.	Standard Carton Qty.
ECR LED M6	784231874516	Red	120/277	3.8	108	6
ECG LED M6	784231874592	Green	120/277	3.2	108	6
ECR LED HO M6	784231874561	Red, high output	120/277	3.8	108	6
ECG LED HO M6	784231874615	Green, high output	120/277	3.2	108	6

Accessories: Order as separate catalog number.

ELA WG3	Wireguard (back mount only) ¹
ELA LED M12	Single remote lamp ^{2,3}
ELA LED T M12	Double remote lamp ^{2,3}
ELA LED WP M12	Single, weather-proof remote lamp ^{2,3}
ELA LED T WP M12	Double, weather-proof remote lamp ^{2,3}

Notes

- See spec sheet [ELA-WG](#).
- See spec sheet [LED-Remote Lamps](#).
- Only available with HO option.



Catalog Number
Notes
Type

Contractor Select™
EXR & EXG
 LED Exits

The Lithonia Lighting® EXG/EXR LED Exit Signs are suitable for emergency lighting applications such as stairways and hallways. This fully assembled single-face exit with extra faceplate is available in red and green letters. It's low profile makes it ideal for safely illuminated the path of egress in small spaces and can be wall or ceiling mounted. The emergency power provides 90 minutes of illumination in the event of a power loss.

FEATURES:

- Test switch and status indicator for low maintenance (EL emergency models only)
- UL indoor damp location 50° to 104°F (10°C to 40°C) listed standard
- For use with Dual voltage 120/277VAC



EXR LED EL



EXG LED EL



Catalog Number	UPC	Description	Supply Voltage	Input Wattage		Input Amps		Pallet Qty	Carton Qty
				120	277	120	277		
EXR LED M6	784231874684	Red exit, AC only	120/277	1.0W	1.0W	0.09	0.09	360	6
EXG LED M6	784231874806	Green exit, AC only	120/277	1.0W	1.0W	0.09	0.09	360	6
EXR LED EL M6	784231874738	Red exit with backup battery	120/277	1.0W	1.0W	0.09	0.09	360	6
EXG LED EL M6	784231874851	Green exit with backup battery	120/277	1.0W	1.0W	0.09	0.09	360	6

Accessories¹: Order as separate catalog number.	
ELA WG1	Wireguard (back mount only, 13 3/4"H x 15 1/4"W x 6"D)
ELA WGEXT	Wireguard (top mount only, 11"H x 18"W x 11"D)
ELA WGEXE	Wireguard (end mount only, 11"H x 15"W x 4-3/4"D)

NOTES

1. See spec sheet [ELA-WG](#) for more information.



Specifications

INTENDED USE:

LED lighted exit signs for marking the means of egress in accordance with Life Safety Code NFPA 101.

CONSTRUCTION:

Injection-molded, flame-retardant, high-impact, thermoplastic housing with snap-fit design components for easy installation. Universal J-box pattern. Universal chevrons are easily removed for directional indication.

Fully assembled single face with extra faceplate for easy field-conversion to double face.

Letters 6" high with 3/4" stroke, with 100 ft viewing distance rating, based on UL924 standards.

OPTICS:

The typical life of the LED lamp is 10 years.

ELECTRICAL:

Dual-voltage input 120V or 277V AC. Non-emergency (AC only without battery) or Emergency exit with battery. The emergency model includes the test switch, status indicator and rechargeable battery.

Battery: (EL models) maintenance-free ni-cad battery provides 90 minutes of emergency power.

INSTALLATION:

Top, back or end mounting capability (canopy included).

LISTINGS:

UL Listed. Meets UL 924, NFPA 101, NFPA 70-NEC and OSHA illumination standards. Indoor damp location 50° to 104°F (10°C to 40°C) listed standard.

WARRANTY:

2-year limited warranty. Complete warranty terms located at:

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.

Note: Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

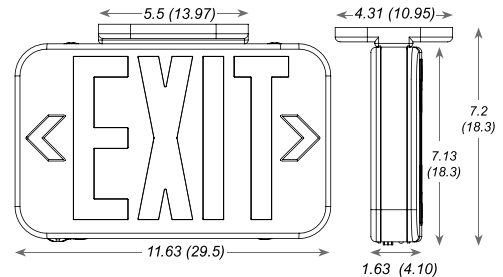
Dimensions

Length: 11.63 (29.5)

Depth: 1.63 (4.1)

Height: 7.2 (18.3)

Weight: 2.1 LB



All dimensions are inches (centimeters) unless otherwise indicated.



JOB NAME:

CAT#:

TYPE:

APPLICATIONS

This unique LED Retrofit Kits is an energy efficient, easy to install solution to upgrade your fluorescent troffer to LED. Compatible with both standard and narrow T-grids, it offers a simple retrofit that will improve the look of your ceiling with its architectural styling without the need to actually break the ceiling plenum. This kit offers a true Indirect/Direct solution that not only provides more energy efficiency but also the true comfortable performance of an indirect/direct fixture designed especially for workspaces with CRTs. The main diffuser and slanted troffer help reduce glare and create a pleasant, uniform throw of light. With this kit, you will get the energy savings and performance of the latest technology without the fuss and mess of changing out fixtures completely.

The RKDISE retrofit kit is a great upgrade solution for converting fluorescent troffers to LED. The kit provides a stylish architectural look without breaking the ceiling plenum, and provides a more efficient solution with greater energy savings and the performance of the latest technology without the fuss and mess of changing out complete fixtures.



FEATURES & BENEFITS

- Input voltage 120-277VAC
- cETL_{US} recognized as retrofit
- 0-10V Dimmable
- 5 year warranty
- THD <10%
- PF >0.95
- Min CRI 82

DIMENSIONS

1x4 - 48.0"L x 12.0"W x 3.65"H

2x2 - 23.97"L x 23.97"W x 3.65"H

2x4 - 48.0"L x 23.97"W x 3.65"H

Dimensions and specifications subject to change without notice.





JOB NAME:

CAT#:

TYPE:

ORDERING

EXAMPLE: RKDISE 14 LED 17 DMV FR 30 SS

RKDISE		LED							
1. SERIES	2. SIZE	3. GEAR	4. WATTAGE/LUMENS	5. DRIVER	6. LENS	7. COLOR TEMP	8. EMERGENCY (O) ¹		
RKDISE	14 1X4	LED	1x4 Standard	DMV 120-277V Multivolt 0-10V Dimmable	FR Frosted	30 3000K 35 3500K 40 4000K 50 5000K	EM Emergency Battery Backup		
	22 2X2		17 17 Watts 2260 Lumens 22 22 Watts 2295 Lumens 24 24 Watts 3260 Lumens 30 30 Watts 4140 Lumens 32 32 Watts 4435 Lumens 35 35 Watts 4725 Lumens 40 40 Watts 5235 Lumens 45 45 Watts 5770 Lumens 50 50 Watts 6280 Lumens	SDMV Step dimming multivolt					
	24 2X4		2X2 Standard						
			17 17 Watts 2260 Lumens 18 18 Watts 2410 Lumens 20 20 Watts 2880 Lumens 24 24 Watts 3125 Lumens 28 28 Watts 3610 Lumens 30 30 Watts 3775 Lumens 35 35 Watts 4160 Lumens 40 40 Watts 5160 Lumens 45 45 Watts 5780 Lumens						
			2X4 Standard						
			15 15 Watts 2155 Lumens 21 21 Watts 3090 Lumens 28 28 Watts 4060 Lumens 30 30 Watts 4315 Lumens 32 32 Watts 4600 Lumens 35 35 Watts 5030 Lumens 40 40 Watts 5700 Lumens 48 48 Watts 6690 Lumens 57 57 Watts 7675 Lumens						

9. SENSOR (O)¹

- SS** Integrated Sensor
- SNS200** Occupancy Sensor w/ daylight harvesting

Notes:
¹(O) is optional

Dimensions and specifications subject to change without notice.





JOB NAME:

CAT#:

TYPE:

DLC INFORMATION



DLC Listed Models 2x4	
RKDISE24-LED21FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED28FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED30FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED32FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED35FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED40FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED48FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE24-LED57FRDMVxx	xx = Color Temp 30, 35, 40, 50

DLC Listed Models 2x2	
RKDISE22-LED17FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED18FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED20FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED24FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED28FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED30FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED31FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED35FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED40FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE22-LED45FRDMVxx	xx = Color Temp 30, 35, 40, 50

DLC Listed Models 1x4	
RKDISE14-LED17FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED22FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED24FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED30FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED32FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED35FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED40FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED45FRDMVxx	xx = Color Temp 30, 35, 40, 50
RKDISE14-LED50FRDMVxx	xx = Color Temp 30, 35, 40, 50

Dimensions and specifications subject to change without notice.





May 27, 2020

Scott Brennan
COO plug smart

Marlboro School
Lighting Retrofit

Scott our quote for the MLSD Marlboro School Lighting project is reflective of the information supplied by plug smart via the RFP and RFI releases along firsthand knowledge gathered during the mandatory site visit 13 May 2020. Included in our quote are the necessary egress lights in the following locations noted as none existing:

- Hallway from 105 to 101
- Boy's Locker Room
- Girl's Locker Room
- Classroom 105
- Cafeteria
- Kitchen
- Hallway

Final location will be determined by plug smart.

Michael T. Oakes

Owner



4-Week Look Ahead & Planning Sheet

Subcontractor Name: _____
Sub Field Supervisor: _____
PS Project Manager: _____
Project Start Date: _____

Job Number: _____
Job Name: _____ **Bldg:** _____
Scheduled Completion Date: _____

	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	TOOLS & EQUIP	MATERIALS
PLANNED WORK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15	16	17	18	19	20	21	22	23	24	25	26	27	NEEDED	NEEDED
TOTAL MANPOWER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
ALTERNATE WORK AVAILABLE																														



PURCHASE ORDER FORM

350 E. 1st Avenue, Suite 210, Columbus, OH 43201 (800-518-5576)

Date	Purchase Order #
06/03/20	1599D51301
Job	
Marlington Schools - Marlboro Elementary	
Ship To	
Site - C/O Mechanical subcontractor, TBD	

Vendor's Name and Address
Robertson Heating Supply 2155 W. Main St. Alliance OH 44601 18004339532 Attn: John Ramos

Special Instructions
We will inform you of mechanical subcontractor once selected to coordinate delivery to site. This is a tax exempt purchase - taxes removed from quotation.

Purchaser	Freight Terms	Payment Terms
Scott Brennan		See item 2 of T&C's

Quantity	Description	Material Code	Unit Price	Total
1	Electric Heaters per attached quote	5130	\$ 5,260.57	\$ 5,260.57
1	RTUs per attached quote	5130	\$21,069.86	\$ 21,069.86
1	VRF and copper refrig. Tubing per attached quote	5130	\$64,186.22	\$ 64,186.22
			Tax 0.00%	\$ -
			TOTAL	\$ 90,516.65

PLEASE SEE ATTACHED QUOTE

IMPORTANT: NO INVOICE WILL BE ACCEPTED FOR PAYMENT WITHOUT BEARING OUR PURCHASE ORDER NUMBER

1. **ACCEPTANCE COPY** must be signed and returned immediately. Acceptance not effective unless in strict conformity with the terms hereof.

READ ALL INSTRUCTIONS, ATTACHMENT A TERMS AND CONDITIONS APPLY . ONLY SUCH INSTRUCTIONS, TERMS AND CONDITIONS SHALL CONSTITUTE THE AGREEMENT BETWEEN THE PARTIES.

Accepted By: _____
Signature Title Date

Please send all invoices electronically to: admin@plugsmart.com

Note: All Checked Terms Apply, See Below

- This is a confirmation
- This is Tax Exempt
- We will notify when to deliver.
- Submit electronic submittal data /shop drawings for review & approval.
- This order is not binding and valid until approval of all submittal data/shop drawings.
- See attachment B regarding delivery and release info.
- Please submit 4 copies of Operations & Maintenance Info, 1 copy electronically

Juice Technologies Inc., DBA Plug Smart

Project Representative Signature

- VENDOR**
- ACCEPTANCE**
- PROJECT MANAGER**
- ACCOUNTING**

Email all invoices to admin@plugsmart.com (sending to PM may delay processing and payment).

PURCHASE ORDER TERMS AND CONDITIONS – ATTACHMENT A:

1. **Order number** must be shown on each package, packing slip and invoice.
2. **Invoices** must be sent to admin@plugsmart.com, and must indicate a valid purchase order number. Invoices not complying will be returned/rejected. Attach bill of lading to each invoice. Invoices must be received within 45-days of receipt of material. Any invoice received outside that timeframe may be rejected and deemed invalid.
3. **Deliveries** must be made as indicated on page 1 of this Purchase Order.
4. **Extra charges.** No additional extra charges of any kind, including charges for boxing, packing, cartage or other extras will be allowed unless specifically agreed to in writing in advance by an authorized agent of Plug Smart.
5. **Quantities.** The specific quantity ordered must be delivered in full and not changed without Plug Smart's consent. Any unauthorized quantity is subject to our rejection and return at seller's expense.
6. **Payment.** It is understood that the cash discount period will date from the receipt of the goods or the date of the invoice whichever is later, or as specifically included in this agreement.
7. **Price.** If price is not stated in this order, it is agreed that the goods shall be billed at the price last quoted, or billed at the prevailing market rate, whichever is lower. This order must not be filled at a higher price than the last quoted or charged without Plug Smarts' specific authorization.
8. **Applicable Laws.** Seller represents that the merchandise covered by this order was not manufactured and is not being sold or priced in violation of any state, federal or local law.
9. **Fair Labor Standards Act.** Seller agrees that goods shipped to under this order will be produced in compliance with the Fair Labor Standards Act.
10. **Warranty Specifications:** Seller expressly warrants that all the materials and articles covered by this order or other description or specification furnished by buyer will be in exact accordance with such order, description or specification and free from defects in material and/or workmanship, and merchantable. Such warranty shall survive delivery and shall not be deemed waived by either by reason of Plug Smarts' acceptance of said materials or by payment for them. Any deviations from this order or specifications furnished here under, or any other exceptions or alterations must be approved in writing by an authorized agent of Plug Smart. All warranty related failures that require investigation, repair, and/or replacement will be reimbursable to Plug Smart and associated subcontractors.
11. **Cancellation.** It is hereby agreed between the parties that the failure by the seller to perform any material part of this contract shall entitle Plug Smart at its option, either within five (5) days after delivery thereof to reject the goods and repudiate the contract or retain the goods, subject to a right to compensation or damages for such breach of contract.
12. **Inspection & Acceptance.** All goods and material shall be received subject to Plug Smarts' right of inspection and rejection. Defective goods or goods not in accordance with Plug Smarts' specifications will be held for Seller's instructions at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Plug Smart's specifications, Plug Smart shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Plug Smart may have against Seller.
13. **Patents.** Seller warrants the material purchased hereunder does not infringe any letters patent Granted by the United States and covenants and agrees to save harmless and protect Plug Smart, its successors, assigns, customers and users of its product, against any claim or demand based upon such infringement, and after notice, to appear and defend at its own expense any suits at law or in equity arising there from.
14. **Interpretation of Contract & Assignments.** This contract shall be construed to the laws of the State of Ohio (or other state if applicable). This contract may not be assigned by Seller without written consent from an authorized representative of Plug Smart.
15. **Shop Drawings.** If indicated above that this order is not binding and valid until the approval of associated shop drawings, the Seller understands that this Purchase Order is conditioned upon Plug Smart obtaining such approval. Upon approval of such associated shop drawings, Plug Smart will notify Seller as to such approval, at which time this Purchase Order will be binding and valid between the parties and subject to all terms and conditions contained herein.
16. **Modification.** None of the terms and conditions contained in this Purchase Order may be added to, modified, superseded or otherwise altered except by writing instrument signed by an authorized representative of Plug Smart and delivered by Plug Smart to Seller, and each shipment received by Plug Smart from Seller shall be deemed to be only upon the terms and conditions contained in this Purchase order except as they may be added to, modified, superseded or otherwise altered, not withstanding Plug Smarts' act of accepting or paying for any shipment or similar act of Plug Smart.
17. **Exclusion of Course of Dealing Usage or Trade.** It is agreed that no prior course of dealing or usage of trade not expressly set forth in this contract shall be dismissed to explain, modify, or contradict this contract in any way.
18. **Sever ability and illegality.** If any clause of this contract is held illegal, invalid or unconscionable, the remainder of the agreement shall not be affected, unless the effect of such illegality, invalidity or unconscionably would be to deny one of the the parties the substantial performance for which that party had contracted.
19. **Consequential Damages.** Seller acknowledges that Plug Smart has informed Seller that the goods and materials are to be used by Plug Smart in the course of Plug Smarts' business. Seller acknowledges that failure of Seller to fulfill the terms of this contract is likely to result in consequential damages to Plug Smart because of the above-described use to be made of the goods and materials by Smart.
20. **Force Majeure.** Plug Smart reserves the right to cancel this order or any part thereof, for cause due to demands of the United States Government, strikes, labor troubles, floods, fires, accidents and other causes of like difference beyond the control of Plug Smart, or if materials are not in accordance with any and all specifications, or is defective in quality of workmanship, or is not satisfactory to Plug Smart.
21. **Packing Slips.** Packing slips must be included in all shipments and last copy must state, "Order Completed".



Quotation

QUOTE NO. 167279 Rev 2

CUSTOMER JUICE TECHNOLOGIES INC
 dba PLUG SMART
 350 E 1ST AVE SUITE 210
 COLUMBUS OH 43201
 PHONE: 8005185576
 FAX: 8005185576

CUSTOMER NO. 100350
DATE 06/02/2020
EXPIRATION 06/03/2020

JOB MARLBORO ELEMENTARY

QTY	ITEM	DESCRIPTION	NET PRICE	EXT PRICE
8	0899 *	PZCWRCG3 GROUP CONTROL CABLE KIT	9.467	75.74
3	0899 *	ARNU073CEA4 7 KBTU FLOOR STANDING WITH CASE,	765.853	2,297.56
9	0899 *	ARNU123CEA4 12 KBTU FLOOR STANDING WITH CASE	794.253	7,148.28
1	0899 *	ARNU153CEA4 15 KBTU FLOOR STANDING WITH CASE	809.400	809.40
6	0899 *	ARNU183CFA4 18 KBTU FLOOR STANDING WITH CASE	903.120	5,418.72
4	0899 *	ARNU243CFA4 24 KBTU FLOOR STANDING WITH CASE	946.667	3,786.67
19	0899 *	PREMTBVC0 MULTISITE CRC1	180.813	3,435.45
6	0899 *	ARUB060GSS4 5 TON MULTI V S HEAT RECOVERYODU	3,756.373	22,538.24
1	0899 *	ARNU183SKA4 WALL MOUNTED 19,100 BTU/H SK CHAS	569.893	569.89
2	0899 *	ARNU053SJA4 WALL MOUNTED 5,000 BTU/H SJ CHASS	432.627	865.25
1	0899 *	ARNU093SJA4 WALL MOUNTED 9,600 BTU/H SJ CHASS	451.560	451.56
2	0899 *	PRHR063A MULTI V 5 HEAT RECOVERY UNIT 6 PORT	2,255.907	4,511.81
4	0899 *	PRHR043A MULTI V 5 HEAT RECOVERY UNIT 4 PORT	1,587.560	6,350.24
6	0899 *	PQSH1200 DRAIN PAN HEATER	202.559	1,215.35
COPPER ACR				
66	2499 *	1/4" X 20' ACR REFRIG TUBING TYPE L	21.933	1,447.58
66	246324 -	1/2" X 20' ACR REFRIG TUBING TYPE L	23.000	1,518.00
26	246320 -	3/8" X 20' ACR REFRIG TUBING TYPE L NITROGEN	15.272	397.07
26	246328 -	5/8" X 20' ACR REFRIG TUBING TYPE L NITROGEN	28.960	752.96
15	246335 -	3/4" X 20' ACR REFRIG TUBING TYPE L	39.763	596.45
			COPPER ACR SUBTOTAL	4,712.06
			SUBTOTAL	64,186.22
			6.500% TAX	4,172.10
			TOTAL	68,358.32

NOTES

* Indicates Non-Stock Item @ RHS, Freight Charges May Apply
 ** Indicates Non-Stock Item @ RHS, Freight Charges Will Apply
 All Non-Stock Items Are Non-Returnable
 Buyer's current credit repayment terms shall apply unless otherwise stated
 Buyer may be required to submit an updated Credit Application and/or a Notice of Commencement or equiv. at the sole discretion of the RHS Credit Dept.

Quoted: John Ramos
 jramos1@rhsonline.net



The new degree of comfort.™

Date: May 14 2020

Job: Marlington Local Elementary



The new degree of comfort.™

Units

Tag No	Model No	Qty	Description
RTU - 1,2	RKNL-H180CR35ECYJ	2	RKNL-H: High efficiency, EnergyStar compliant, and ASHRAE 90.1-2010 compliant with VFD gas heat and electric cool commercial rooftop packages for design series R-410A Voltage: 208-230V - 3PH - 60Hz Factory Options: Stainless Steel Ht. Exchanger and Non-Powered Conv. Outlet Unfused Serv. Disc. and Low Ambient / Comfort Alert Economizer: DDC single enthalpy economizer with barometric relief and smoke detector

Accessories

Tag No	Field Model	Description
RTU - 1,2	RXXR-AY01	BACnet Communication Card
RTU - 1,2	RXXR-BGF05C	Power Exhaust - C voltage
RTU - 1,2	RXKG-CBH14	Roofcurb, 14"

Notes

Performance Summary

Tag: RTU - 1,2	Model No: RKNL-H180CR35ECYJ	AHRI Ref: 5385795
Project: Marlington Local Elementary	City: CLEVELAND	State: OH
Altitude: 804	Air Discharge: Downflow/Horizontal	

Cooling Performance

AHRI Rating - Capacity: 182,000	EER: 11.1	IEER: 14.6
Gross Cap @ AHRI Rating Conditions(btuh) - Capacity: 187,398		
Ambient Air (F) - Dry Bulb: 87	Wet Bulb: 72.4	
Airflow (CFM) - CFM: 4,880	SCFM: 4,880	OA CFM: 2,106
System Entering Air (F) - Dry Bulb: 83.1	Wet Bulb: 69.7	% RH: 51.6
System Leaving Air (F) - Dry Bulb: 60.8	Wet Bulb: 57.8	
Air Enthalpy (btu/lb) - Entering: 33.7	Leaving: 24.9	
Design Net Cooling Capacity (btuh) - Total: 192,700	Sensible: 117,600	Latent: 75,100
Design Gross Capacity (btuh) - Capacity: 198,300	Sensible: 123,200	
Total Power - Watts: 15,165.5	KW: 15.2	

Heating Performance

Gas Heating Values (btuh) - Input: 350,000	Output: 283,500	
Heating Airflow (CFM) - CFM: 4,880		
Air Dry Bulb (F) - Outdoor: 9.7	Entering Air: 45.1	Leaving Air: 98.9
Air Temperature Rise (F) - Rise: 53.8		

Air Moving System Characteristics

External Static Pressure (inches WG) - ESP: 0.5		
Blower Speed or Speed Tap - RPM: 636	Drive: Belt	
Motor Characteristic (watts & BHP) - Power: 1,598.7		

Electrical Supply

Power Supply (Volt/Hz/Ph) - Volt/Hz/Ph: 208-230/60/3		
Minimum Ampacity (amps) - Ampacity: 78		
Max Overcurrent Protection (amps) - Fuse: 100	HACR Breaker: 100	

Dimensions, Weight & Clearances

Dimensions - Length: 152 - 3/32	Width: 85 - 29/32	Height: 57 - 23/32
Weight (lb) - Weight: 1,973		
Clearances (inches) - Front: 48	Cond. Coil: 18	Duct Side: 12
Clearances (inches) - Evap End: 36	Top: 60	



The new degree of comfort.™

Product Submittal #: 5b0f7394-91eb-4d18-8865-88c8d4cd5db0

Submittal Printed on: 6/2/2020 8:32:15 PM

For Model: **RKNL-H180CR35CYJ**

In keeping with its policy of continuous progress and product improvement, reserves the right to make changes without notice.

Gross capacity does not include the effect of motor heat. AHRI rating is net capacity and includes the effect of fan motor heat. All net capacities also accounts for the effect of motor heat.

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Model: RKNL-H180CR35ECYJ

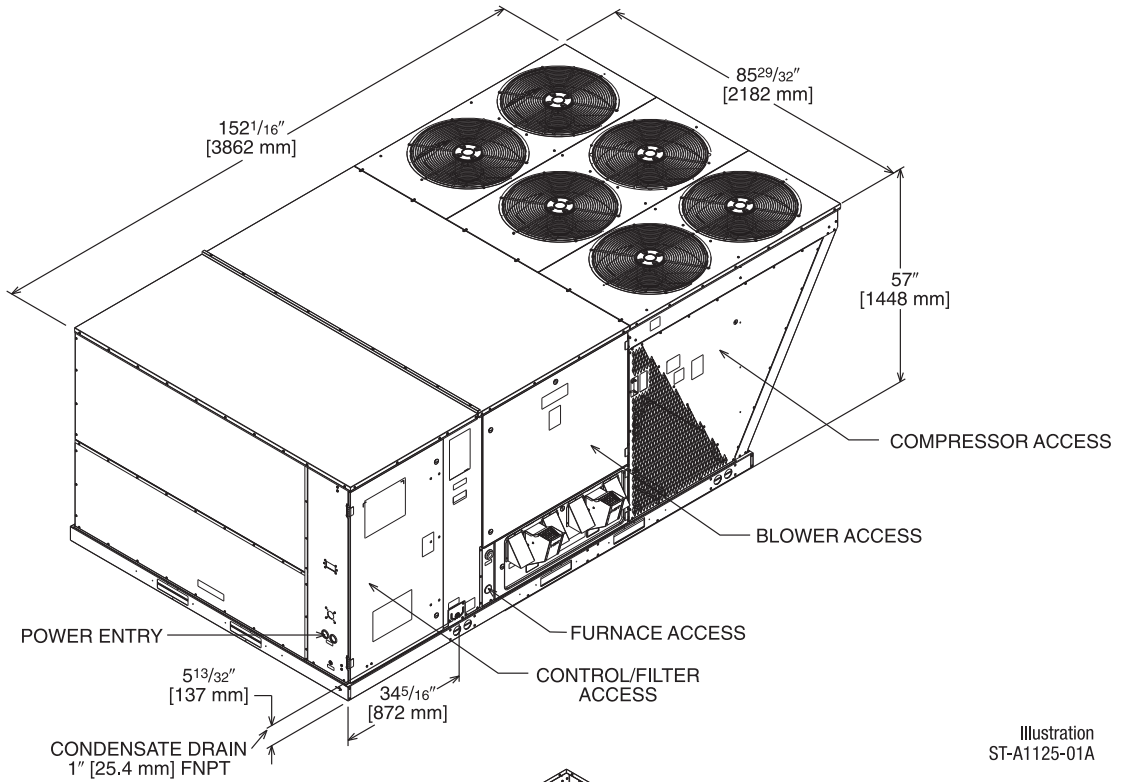
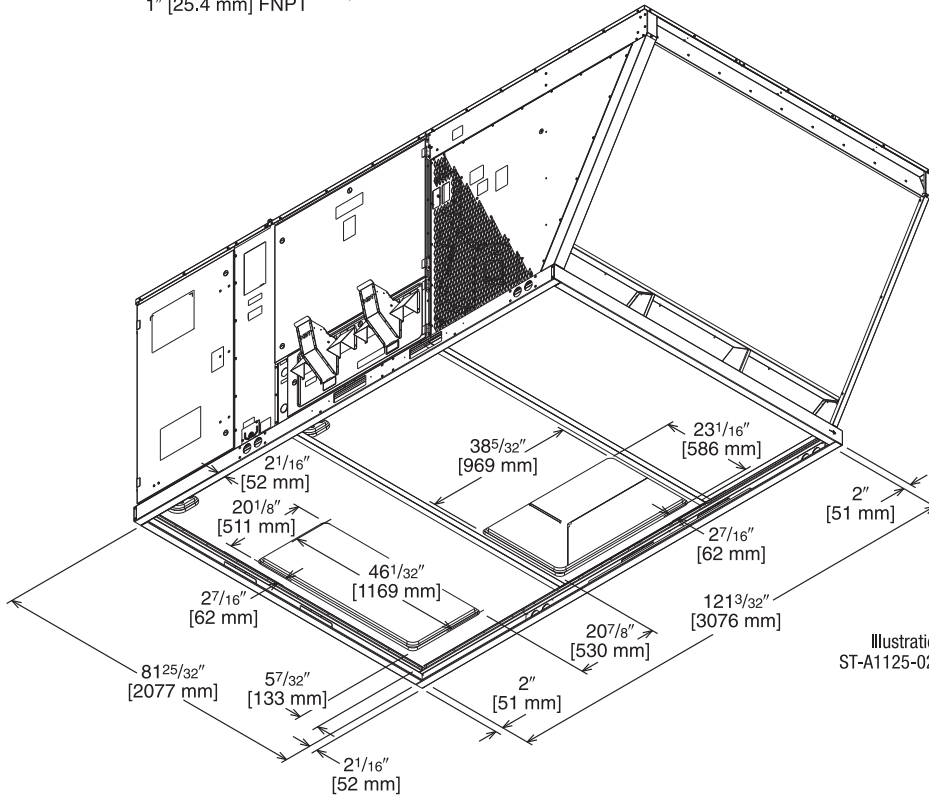


Illustration
ST-A1125-01A



BOTTOM VIEW

Illustration
ST-A1125-02A

[] Designates Metric Conversions

Model: RKNL-H180CR35ECYJ

SUPPLY AND RETURN DIMENSIONS FOR HORIZONTAL APPLICATIONS

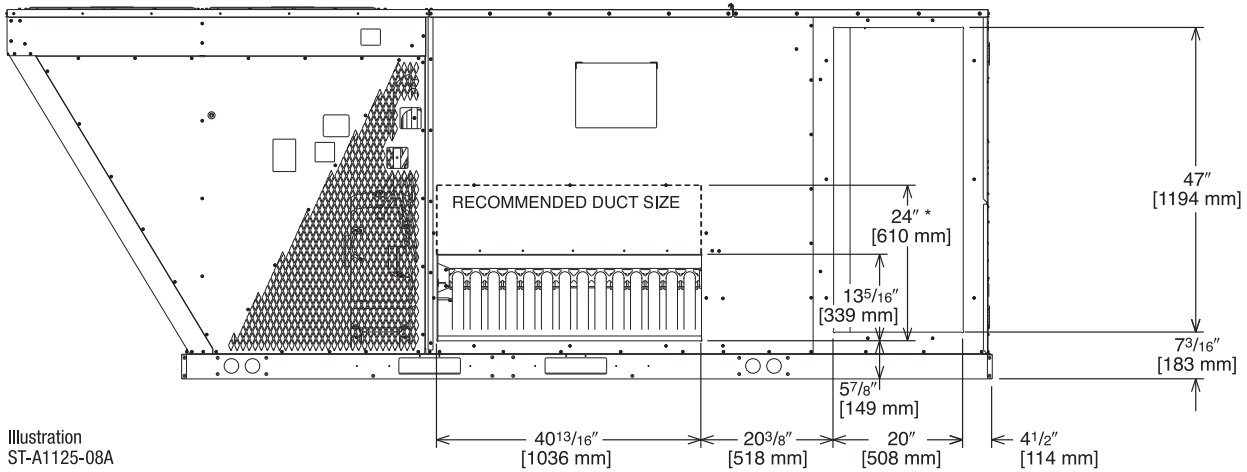


Illustration
ST-A1125-08A

* RECOMMENDED DUCT CONNECTION SIZE

DUCT SIDE VIEW (REAR)

SUPPLY AND RETURN DIMENSIONS FOR DOWNFLOW APPLICATIONS

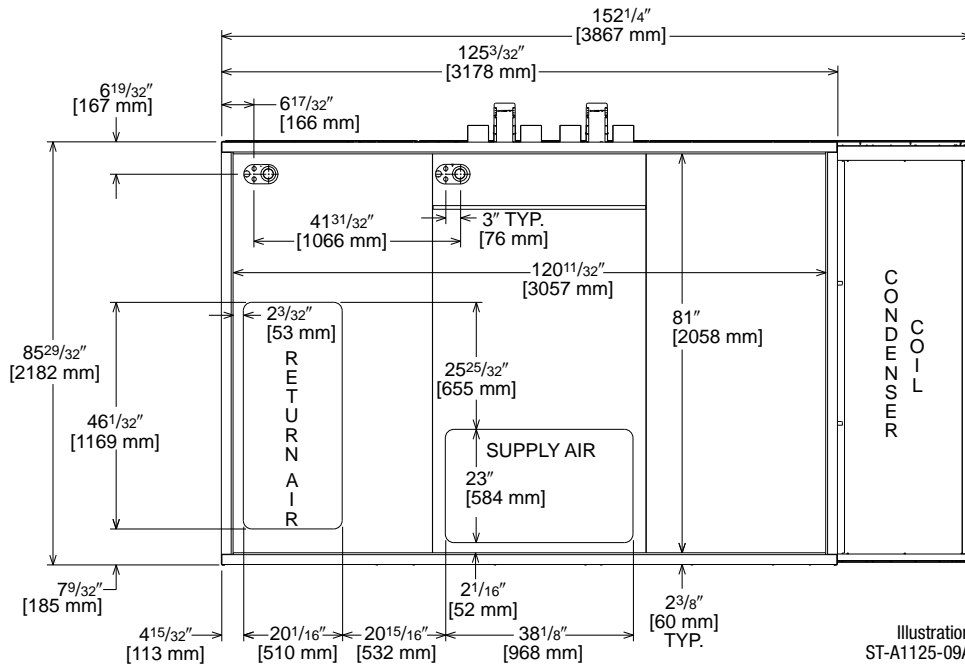


Illustration
ST-A1125-09A

BOTTOM VIEW

[] Designates Metric Conversions

Model: RKNL-H180CR35ECYJ



RKNL-C/H STANDARD FEATURES INCLUDE:

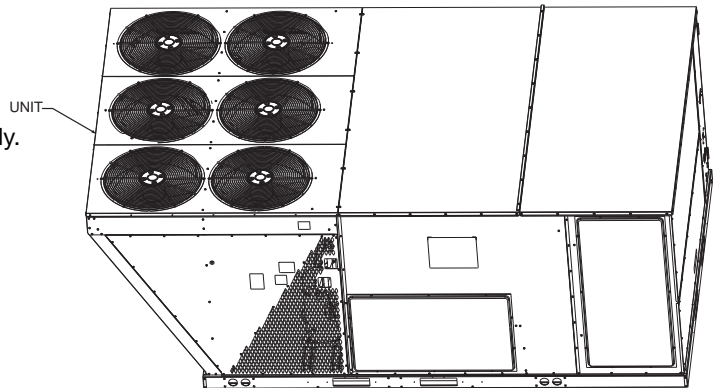
- R-410A HFC refrigerant.
- Complete factory charged, wired and run tested.
- Scroll compressors with internal line break overload and high-pressure protection.
- Dual stage compressors.
- Convertible airflow – vertical downflow or horizontal sideflow.
- TXV refrigerant metering system on each circuit.
- High Pressure and Low Pressure/Loss of charge protection standard on all models.
- Solid Core liquid line filter drier on each circuit.
- Single slab, single pass designed evaporator and condenser coils facilitate easy cleaning for maintaining high efficiencies.
- Cooling operation up to 125 degree F ambient.
- Foil faced insulation encapsulated throughout entire unit minimizes airborne fibers from the air stream.
- Hinged major access door with heavy-duty gasketing, 1/4 turn latches and door retainers.
- Slide Out Indoor fan assembly for added service convenience.
- Powder Paint Finish meets ASTM B117 steel coated on each side for maximum protection. G90 galvanized.
- Base pan with drawn supply and return opening for superior water management.
- Forkable base rails for easy handling and lifting.
- Single point electrical connections.
- Internally sloped slide out condensate pan conforms to ASHRAE 62 standards.
- High performance belt drive motor with variable pitch pulleys and quick adjust belt system.
- Permanently lubricated evaporator, condenser and gas heat inducer motors.
- Condenser motors are internally protected, totally enclosed with shaft down design.
- 2 inch filter standard with slide out design.
- Two stage gas valve and direct spark ignition.
- Tubular heat exchange for long life and induced draft for efficiency and reliability.
- Solid state furnace control with on board diagnostics.
- 24 volt control system with resettable circuit breakers.
- Colored and labeled wiring.
- Copper tube/Aluminum Fin coils.
- Factory Installed Direct Digital Control (DDC) and sensors which can connect to LonWorks™ or BACnet® BAS systems for remote monitoring and control.
- (-H) Models with Variable Frequency Drive (VFD) meet ASHRAE 90.1-2010 and California Title 24

RXKG-CBH14 - Roofcurb, 14"

ROOFCURBS (Full Perimeter)

- Rheem's roofcurb design can be utilized on 15, 20 and 25 ton [52.8, 70.3 and 87.9 kW] models.
- One available height (14" [356 mm]).
- Quick assembly corners for simple and fast assembly.
- 1" [25.4 mm] x 4" [102 mm] Nailers provided.
- Insulating panels not required because of insulated outdoor base pan.
- Sealing gasket (28" [711 mm]) provided with Roofcurb.
- Packaged for easy field assembly.

TYPICAL INSTALLATION



ROOFCURB ASSEMBLY

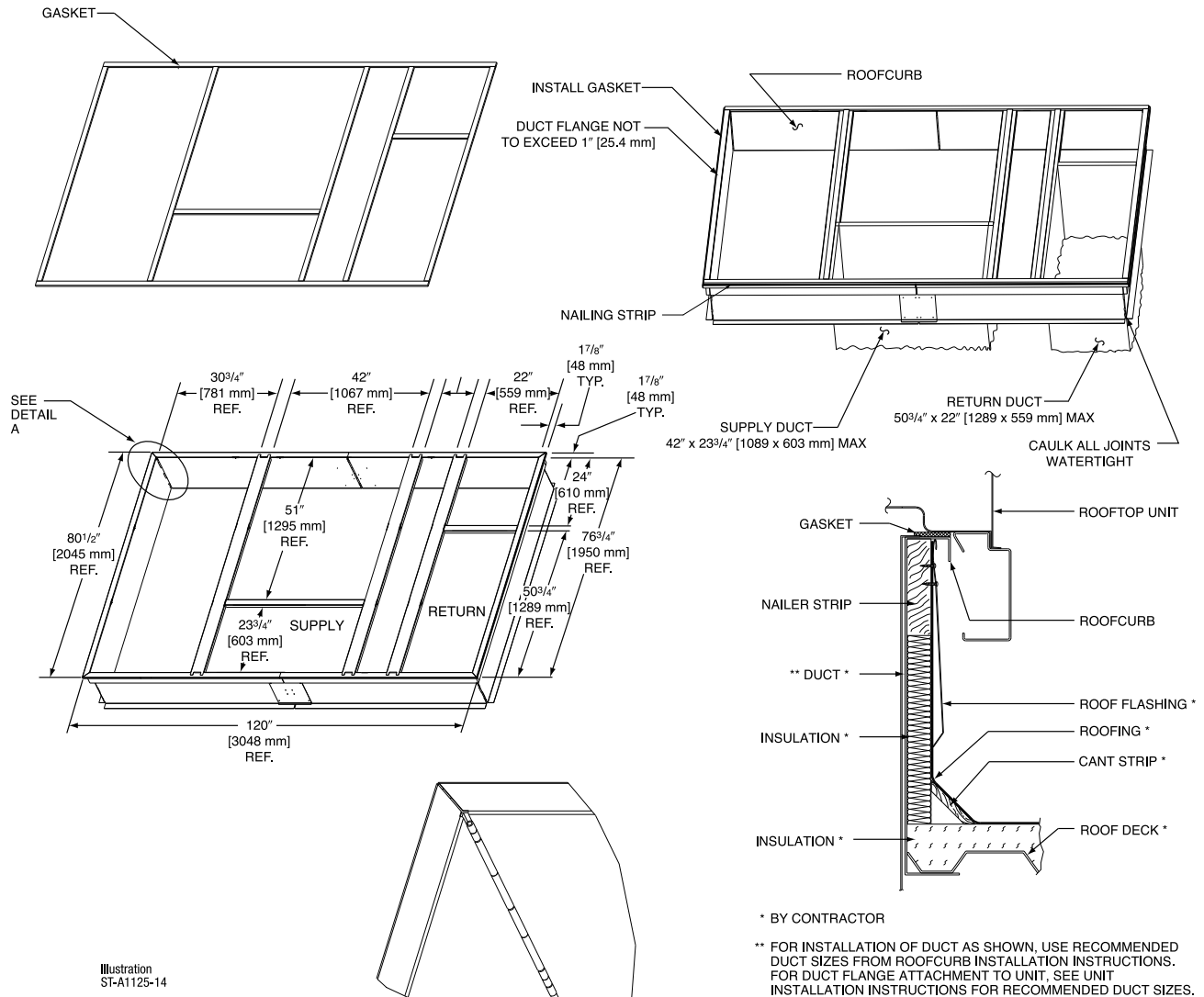


Illustration
ST-A1125-14

[] Designates Metric Conversions

DETAIL A

Project Quotation

Project Name: Marlinton Local Elementary

Proposal

Qty	Model No.	Description	Net	Extension
2	RKNL-H180CR35ECYJ	RKNL-H: High efficiency, EnergyStar compliant, and ASHRAE 90.1-2010 compliant with VFD gas heat and electric cool commercial rooftop packages for design series R-410A Voltage: 208-230V - 3PH - 60Hz Factory Options: Stainless Steel Ht. Exchanger and Non-Powered Conv. Outlet Unfused Serv. Disc. and Low Ambient / Comfort Alert Economizer: DDC single enthalpy economizer with barometric relief and smoke detector	\$9,001.11	\$18,002.22
2	RXXR-AY01	BACnet Communication Card	\$330.95	\$661.90
2	RXXR-BGF05C	Power Exhaust - C voltage, 208-230 volts	\$929.06	\$1,858.12
2	RXKG-CBH14	Roofcurb, 14"	\$273.81	\$547.62

SUBTOTAL: \$21,069.86



Quotation

QUOTE NO. 166700 Rev 3

CUSTOMER JUICE TECHNOLOGIES INC
dba PLUG SMART
350 E 1ST AVE SUITE 210
COLUMBUS OH 43201
PHONE: 8005185576
FAX: 8005185576

CUSTOMER NO. 100350
DATE 06/03/2020
EXPIRATION 07/03/2020

JOB MARLINGTON LOCAL ELEMENTARY ELECTRIC HEATERS

QTY	ITEM	DESCRIPTION	NET PRICE	EXT PRICE
EB-2				
1	2499 *	N2512NW	31.848	31.85
EB-2 SUBTOTAL				31.85
ECMFP-2,3,4,5,6,&7				
6	2499 *	MWUH5004 240V 5KW HEATER	333.582	2,001.48
ECMFP-2,3,4,5,6,&7 SUBTOTAL				2,001.48
WALL HEATERS 1500 W				
5	2499 *	AWH3150F 1.5KW 120V	388.620	1,943.10
WALL HEATERS 1500 W SUBTOTAL				1,943.10
EWMFP-3,4				
2	2499 *	AWH4408F 4000/2000 240V WH BRONZE	438.266	876.54
EWMFP-3,4 SUBTOTAL				876.54
7	2499 *	AWHSM SURFACE MOUNT FRAMES	58.228	407.60
TOTAL				5,260.57

NOTES

* Indicates Non-Stock Item @ RHS, Freight Charges May Apply
 ** Indicates Non-Stock Item @ RHS, Freight Charges Will Apply
 All Non-Stock Items Are Non-Returnable
 Total Does NOT Include Local Tax
 Buyer's current credit repayment terms shall apply unless otherwise stated
 Buyer may be required to submit an updated Credit Application and/or a Notice of Commencement or equiv. at the sole discretion of the RHS Credit Dept.

Quoted: John Ramos
jramos1@rhsonline.net