

Project: Replace RTU #13 Damaged by Fire

Location: 507 W. Indiana St. Edon, Ohio 43518

Proposal #: 17-0048

This Agreement is between:

Reichle/Klein Group

One Seagate 26th Floor
Toledo OH 43604

and

GEM Inc.

6842 Commodore Drive
Walbridge OH 43465

GEM Inc. will provide the following:

- Schedule all work in advance with Dan Adamski - Property Manager
- Lock out / Tag out power to the damaged unit
- Assist in the assembly of the crane and 95' jib
- Provide trucking for delivery of the new unit and the removal/disposal of the damaged RTU
- Recover refrigerant from unit and properly dispose of per EPA regulations
- Rig old unit and lift from roof onto ground
- Assess the condition of the ductwork potentially damaged by fire
- Rig new unit and set on the existing roofcurb
- Lift damaged unit from ground and set on trailer to be hauled away and disposed of
- Reconnect gas piping, control wiring and power to new unit
- New unit description and options:
 - * York 20 ton, two stage cooling
 - * R410A
 - * 300 MBH input heating
 - * Economizer
 - * Powered convenience outlet
 - * Non fused disconnect
 - * Return air smoke detector
- Start and verify proper equipment operation

The fee for this project will be:

\$47,150.00

Notes: All work to be performed during normal business hours.

An allotment of \$4,000.00 has been included for any additional work that may need attention.

Any and all work beyond the allotted \$4,000.00 will be performed on a time and material basis.

Authorization To Perform Service:

Mike Rokicki

GEM Inc.

Senior Account Manager

419-262-0628

Mike.Rokicki@RLGBuilds.com

By: _____

Dan Adamski

Property Manager

Date: 1/5/17

Date: _____

Terms and Conditions

The above price shall remain firm, subject to acceptance, for thirty (30) days from this date and, except as specifically noted above, shall be subject to the following qualifications:

- 1 Customer shall permit GEM Inc. free and timely access to areas and equipment, and allow GEM Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during GEM Inc.'s normal working hours.
- 2 Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 3 Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become ten (10) days or more delinquent, GEM Inc. may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 4 This project is subject to progress invoicing at the contractors discretion.
- 5 Any alteration to, or deviation from, this Agreement involving non-Agreement work, cost of materials or labor will become a separate charge (fixed price amount to be negotiated or on a time-and-material basis at GEM Inc.'s preferred customer rates then in effect).
- 6 In the event GEM Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay GEM Inc. all court costs and attorney's fees incurred by GEM Inc.
- 7 Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
- 8 GEM Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by GEM Inc.'s employees, lockouts, civil or military authority, priority regulation, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 9 To the fullest extent permitted by law, Customer shall indemnify and hold harmless GEM Inc., its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of GEM Inc.
- 10 Customer shall make available to GEM Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- 11 GEM Inc.'s obligation under this proposal and any subsequent contact does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, GEM Inc.'s sole obligation will be to notify the Customer of the existence of such products and materials. GEM Inc. shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed.
- 12 Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will GEM Inc. be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers, tenants or clients, or any special, indirect or consequential damages.