



640 Lakeview Plaza Blvd, Suite J  
Worthington, OH 43085

p/f: (800) 518-5576  
24/7 support: (866) 916-6196

www.plugsmart.com  
service@plugsmart.com



# Proposal

April 27, 2022

## Project: Edgewood High School LED Lighting

To: [Buckeye Local Schools](#)

Plug Smart is pleased to provide a quote for Edgewood High School LED Lighting Upgrade. This Project was procured as an urgent necessity and public exigency in accordance with state and federal law

### Existing Conditions

Plug Smart audited over 2,173 fixtures at Edgewood High School (interior and exterior). 87% of the light fixtures are linear fluorescent T8 32W lights, 4% are Incandescent, 6% are metal halide, and 2% are CFL. The rest are a mixture of T5 linear fluorescent, and LED. Current runtimes are estimated to be 2,200 hrs/yr for EHS classrooms; 2,500 hours/yr for stairwells, hallways, and offices; 500 hours/yr for storage/maintenance areas; 4,380 for exterior fixtures.

### Proposed Upgrade Scope of Work

Convert all lights to LED, except auditorium lighting, and reduce lighting energy use by about 60%. Linear fluorescent fixtures will be retrofitted with direct-wired, LED tubes that eliminate the need for a ballast, thus reducing maintenance costs. Retrofit T5 lamps in EHS gym with LED direct-wired tubes. Exterior fixtures will be replaced with new LED Fixtures. Incandescent and CFL lamps will be relamped or retrofitted. New fixtures are specified where necessary. Eight (8) occupancy Sensors are proposed in all student restrooms. Auditorium lighting is not included in this scope of work.

### Exclusions

- No abatement work is included.
- Fixtures that are to be retrofit will stay in their existing housing. If any lenses or fixtures are in need of repair, that is not included in this scope of work.

### Cost Breakdown

| Description                               | Amount    |
|---|-----------|
| Edgewood High School LED Lighting Upgrade | \$200,000 |

**Payment Schedule**

**Progress Payments:**

Plug Smart shall submit progress payments to the Client. An estimated breakout and schedule of these fees are provided in the table below:

| Payment Schedule                      |                     |                |           |
|---------------------------------------|---------------------|----------------|-----------|
| Project Phase                         | Payment (\$)        | Payment (%)    | Schedule  |
| Project Mobilization                  | \$50,000.00         | 25.00%         | 20-May-22 |
| 30 days after customer signs contract | \$40,000.00         | 20.00%         | 20-Jun-22 |
| 60 days after customer signs contract | \$40,000.00         | 20.00%         | 20-Jul-22 |
| 90 days after customer signs contract | \$40,000.00         | 20.00%         | 20-Aug-22 |
| Upon substantial completion           | \$30,000.00         | 15.00%         | 20-Sep-22 |
| <b>PROJECT TOTAL:</b>                 | <b>\$200,000.00</b> | <b>100.00%</b> |           |

Client shall make payment within ten (10) days after Client’s receipt and approval of each submitted and accurate progress payment invoice. This Exhibit is attached to and made a part of the Agreement between PLUG SMART and CLIENT.

**Intent to Proceed**

If you agree with the terms and conditions in this letter, please acknowledge this by signing below:

Plug Smart

Buckeye Local Schools

\_\_\_\_\_  
 Dave Zehala,  
 Vice President and General Manager  
 Smart Building Solutions Division

\_\_\_\_\_  
 Kassi Brand  
 Treasurer, Buckeye Local Schools

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 PO Number



## Terms and Conditions

**Article 1** –These Terms and Conditions are incorporated into the Agreement between the Parties (collectively, the “Agreement”). CLIENT engages PLUG SMART and PLUG SMART accepts the engagement to perform the scope of work described in this Agreement and any attachments (the “Work”). PLUG SMART will provide the design, procurement, construction supervision, inspection, labor, materials, tools, equipment, and other items necessary and reasonably inferable for the completion of the Work, and will substantially complete the Work by the date set forth in the Agreement (the “Contract Time”).

### **Article 2 - PLUG SMART’s Responsibilities**

**2.1** PLUG SMART will procure drawings, specifications and other documents necessary to perform the Work and will pay for and secure any and all necessary permits, fees, licenses and inspections by government agencies necessary for the Work. CLIENT will assist in securing such permits, fees, licenses and inspections. All reports and drawings prepared for and deliverable to CLIENT under this Agreement (“Deliverables”) become CLIENT’s property upon full payment to PLUG SMART. PLUG SMART may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for PLUG SMART (“Instruments”) remain PLUG SMART’s property. Upon execution of this Agreement, PLUG SMART grants CLIENT a non-exclusive license to retain, use and make copies, of PLUG SMART’s Instruments in connection with the CLIENT’s use and occupancy of the Project, provided that the CLIENT has paid to PLUG SMART all amounts due and payable as of the date of PLUG SMART’s cessation of performance.

**2.2** PLUG SMART is not responsible for the maintenance, repair or replacement of non-maintainable, non-replaceable, or obsolete parts of equipment already existing at the Facilities. Unless expressly agreed in writing, PLUG SMART is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. PLUG SMART assumes no responsibility for any service performed on any equipment other than by PLUG SMART or its agents.

**2.3** At its option, PLUG SMART may subcontract some or all of the Work or Services, but no contractual relationship will exist between CLIENT and any subcontractor. PLUG SMART is responsible for the management of its subcontractors in their performance of their work.

### **Article 3 - CLIENT’s Responsibilities**

**3.1** CLIENT, without cost to PLUG SMART, shall **(a)** provide or arrange for, upon reasonable notice, access and make all reasonable provisions for PLUG SMART to enter any site where Work is to be performed (the “Site”); **(b)** permit PLUG SMART to control and operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work; **(c)** furnish PLUG SMART with blueprints, surveys, legal descriptions, waste management plans and all other information pertinent to the Work and any Site where the Work is to be performed that are known to be existing and available to CLIENT; **(d)** cooperate with PLUG SMART in obtaining permits and consents from government authorities and others as may be required by PLUG SMART for performance of the Work so as not to affect the timelines set forth in this Agreement; **(e)** notify PLUG SMART promptly of all known or suspected hazardous materials, asbestos or mold at the Site and any other conditions requiring special care; **(f)** provide PLUG SMART with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all hazardous materials located at any Site where the Work is to be performed; **(g)** furnish PLUG SMART with any contingency plans, safety programs and other policies, plans or programs related to any Site where the Work is to be performed; **(h)** operate, service and maintain all equipment according to the manufacturer’s recommendations including those set forth in the manufacturer’s operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction; and **(i)** promptly notify PLUG SMART of all unusual or materially changed operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the equipment or energy usage or any Services.

### **Article 4 - Changes and Delays**

**4.1** As the Work is performed, conditions may change or circumstances outside PLUG SMART’s reasonable control (including changes of law) may develop which would require PLUG SMART to expend additional costs, effort or time to complete the Work, in which case PLUG SMART will submit a request for an equitable adjustment in the Contract Price, the Contract Time, or in both.

**4.2** If conditions are encountered at the jobsite that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement, or (2) unknown physical



conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then written notice by PLUG SMART shall be given to CLIENT promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. If requested, an equitable adjustment to Contract Price and Contract Time shall be made by a change order. If agreement cannot be reached by the Parties within 10 days, PLUG SMART may assert a claim for an equitable adjustment in the Contract Price or Contract Time or both. Failure to properly submit written notice of such conditions within the time required represents an irrevocable waiver of PLUG SMART's right to assert a claim for an increase in the Contract Price or Contract Time.

**Article 5 – Compensation** – CLIENT shall pay PLUG SMART the Contract Price identified on the Agreement within 30 days of CLIENT's receipt of PLUG SMART's invoice. Payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Off-Site storage of materials is permitted. Upon final completion of the Work, PLUG SMART shall submit to CLIENT a final invoice of all remaining sums. Payment of the final payment shall be made within 30 days after CLIENT's receipt of the final Application for Payment.

**Article 6 – Insurance** -- CLIENT will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to PLUG SMART.

**Article 7 - Hazardous Material Provisions** – PLUG SMART will not be responsible for directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination.

**Article 8 - Miscellaneous Provisions**

**8.1** Notices between the parties shall be in writing and shall be sent by overnight carrier or acknowledged email to the other party.

**8.2** This Agreement shall be governed by the laws of the State of Ohio, and any dispute shall be brought in the county where the Project is located.

**8.3** A party's waiver of any breach of this Agreement does not waive any subsequent breach. All waivers must be in writing signed by the party to be bound.

**8.4** This Agreement constitutes the complete agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, awards, or proposals, either written or oral, relative to the same. Only a written instrument signed by both parties may modify this Agreement.

**Article 9 – Termination.** If CLIENT fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, PLUG SMART may give written notice to CLIENT of PLUG SMART's intention to suspend or terminate this Agreement. If, within 15 days following receipt of such notice, CLIENT fails to make payments then due, or otherwise fails to cure or perform its obligations, PLUG SMART may, by written notice to CLIENT, immediately terminate this Agreement and recover from CLIENT payment for Work executed.

