

VLA. |



Center Stage Lighting & Rigging, Inc.  
1401 East Woodlawn Street  
Allentown, PA 18109-1554

Voice: (610) 351-2882  
Fax: (610) 351-2969  
info@centerstagelighting.net

Job provided on JUL 31 20 For:  
Mike Silvoy  
East Stroudsburg School District

50 Vine Street  
East Stroudsburg, PA 18301

Phone: (570) 350-9541      Ext:  
Cell:                                      Fax:  
Email:

Quote By: Chris Connelly  
Our Job #: - 20159-1  
Job Status: Inquiry  
Purchase Order:

Ship Via:  
Return Via:

Invoice To: East Stroudsburg School District  
50 Vine Street  
East Stroudsburg, PA 18301

Job Site:  
Room:  
Address:

Terms: COD

Prep  
Delv./Pick Up Mon AUG 31 20  
Start Time  
End Time  
Return

Contact:      () -  
Cell:() -

**Description: High School Architectural Lighting Control**

**MISCELLANEOUS**

QTY	Description	Unit Price	Extended
2	Days Installation	1000.00	2000.00
1	Comissioning/Programming	1500.00	1500.00
1	Cable/Hardware	500.00	500.00
1	COSTARS 310203		
1	Job Based Upon Site Visit. Labor based on reasonable cable pulls.		
1	School will provide (1) 15A circuit for DMX interface		

**Misc. Total: \$ 4,000.00**

**SALES ITEMS**

QTY	Description	Unit Price	Extended
1	Architectural System Complete	6452.00	6452.00
2	Touchscreen Control-Booth and On Stage		0.00
4	2-Button Entrance Station		0.00
1	DMX Interface (Main Control Unit) in Wall Enclosure		0.00

**Sales Items Total: \$ 6,452.00**

**Job Grand Total: \$ 10,452.00**  
PAID TO DATE: \$ 0.00  
BALANCE: \$ 10,452.00

VI. A 2



4937 Hanoverville Road  
 Bethlehem, PA 18020  
 Voice: 610-837-8900 Fax: 610-837-8901

# PROPOSAL

DATE	PROPOSAL #
9/8/2020	11255

NAME/ ADDRESS

East Stroudsburg School Dis  
 50 Vine Street  
 East Stroudsburg, PA 18301

TERMS	PROJECT
Due on receipt	Architectural Lighting Control

DESCRIPTION	QTY
High School Architectural Lighting Control 1 - Architectural System Complete 2 - Touchscreen Control-Booth and On Stage 4 - 2-Button Entrance Station 1 - DMX Interface (Main Control Unit) in Wall Enclosure	1
Installation Labor - Estimated 2 Days Installation 1 Commissioning/Programming	1
Hardware for Installation Customer to provide One 15 amp 120 volt outlet at equipment location Sales Tax Exempt	1 1

Designs and equipment lists in this proposal are Intellectual Property of Blue Chip Sound and can not be duplicated or used for the purpose of obtaining other designs or bids without the express written permission of Blue Chip Sound. All work to be completed in a substantial workman like manner according to the specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra cost will become an extra charge over and above the proposal. All outside events are paid in full rain or shine. All agreements contingent upon accidents or delays beyond our control. Proposal price good for 15 days. Upon acceptance of proposal signature required to begin work.

<b>TOTAL</b>	<b>\$11,250.00</b>
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SIGNATURE

Vl. A. 3.

Estimate

# Craig Friedman Production

1715 N. Main Ave  
Scranton, PA 18508

NAME / ADDRESS		DATE	ESTIMATE NO.		
East Stroudsburg School District 50 Vine Street East Stroudsburg, PA 18301		9/9/2020	20216		
		TERMS	FOB	PROJECT	
		Due on receipt			
ITEM	DESCRIPTION	QTY	COST	TOTAL	
lighting supp	Sales Items	0	0.00	0.00	
	1 Architectural System Complete				
	2 Touchscreen Control-Booth and On Stage				
	4 2-Button Entrance Station				
SERVICE	1 DMX Interface (Main Control Unit) in Wall Enclosure		0.00	0.00	
	Labor				
	2 Days Installation				
	1 Commissioning/Programming				
	1 Cable/Hardware				
	1 COSTARS 310203				
	1 Job Based Upon Site Visit. Labor based on reasonable cable pulls.				
lighting supp	1 School will provide (1) 15A circuit for DMX interface	1	12,475.00	12,475.00	
		<b>SUBTOTAL</b>		\$12,475.00	
		<b>SALES TAX (6.0%)</b>		\$0.00	
		<b>TOTAL</b>		\$12,475.00	

SIGNATURE \_\_\_\_\_

Name Of Requester \*

Matt Hirsch

Department \*

Facilities

Building \*

High School South

What service or item are you requesting? \*

Repairs to auditorium lighting equipment

Why are you requesting the service or item? \*

The wall switches and architectural components have failed

Suggested Replacement: \*

Replace the wall switches and architectural components

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

\$10,000

Cost Estimate: If over \$5,000, were three (3) quotes obtained? If yes, Please list the vendor's information and quoted amount. \*

- 1. Center Stage Lighting and Rigging: \$10,452
- 2. Blue Chip Sound: \$11,250
- 3. Craig Friedman Production: \$12,475

What is the total cost of the purchase? \*

\$10,452

Procurement Method: \*

Quote

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? \*

No

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

NO

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Pennsylvania

Which Fund will be charged? \*

10

What account will be charged? \*

10262043100030820008

Selection of winning proposal, Was the lowest price selected? If not, please explain why and the process of selecting the vendor. \*

Center Stage Lighting and Rigging. They were the lowest price.

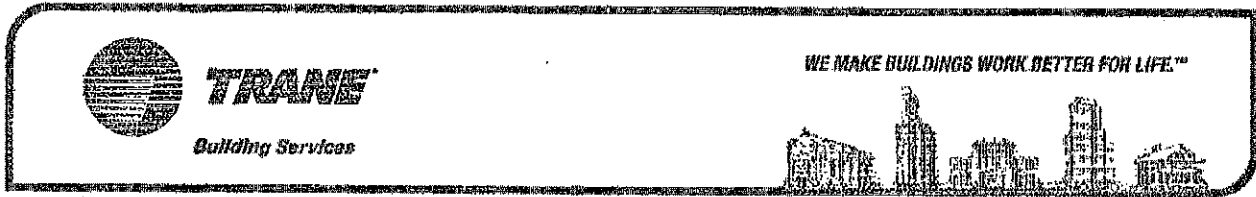
Any additional information you would like to provide.

Create your own Google Form

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3 attachments

V1. B. 1-



Trane U.S. Inc.  
 1185 North Washington Street  
 Wilkes Barre, Pa. 18705

November 19, 2020

Attention: Scott Ihle

Project Name: JT Lambert Pod HVAC Proposal

Opportunity number: 2750044

Co-op Contract Number: USC 15-JLP-023

Quote Number: 31-280471-19-001

Thank you for the opportunity to provide this proposal.

**Scope of Service:**

1. Project management – Coordination and scheduling of all deliveries and tradesman to meet customer’s expectations, while maintaining an injury and accident free work site.
2. Remove the two existing electric duct mounted heating coils and associated ductwork. There is one heating coil for each system serving the area.
3. Install two new duct mounted heating coils and associated ductwork to provide proper discharge air temperature for a dehumidification control sequence.
4. Provide new power wiring and circuitry to power the two new heating coils.
5. Provide access doors in the existing partitions for access to the two new heating coils.
6. Provide a new control sequence and programming for the two new heating coils.

Price:.....\$ 31,969.00

**Exclusions-** Holiday, shift work, overtime, engineering drawing, ductwork cleaning, Bond, permits any other system modifications and/or changes other than detailed above.

**Clarifications**

1. Any service not listed is not included.
2. The ductwork should be cleaned by school district prior to completion of proposed work.
3. Work will be performed during normal Trane business hours.
4. Applicable taxes and fees will be added at time of final invoice.

Thanks again for giving us this opportunity. If you have any questions or concerns, please call me at (570) 332-1880.

Sincerely,

**Vincent DeAngelis**

Trane | Ingersoll Rand  
Services Account Manager  
(570) 332-1880  
1185 N Washington St  
Wilkes Barre, PA 18705  
United States

**This proposal is valid 30 days. This agreement is subject to Customer's acceptance of the attached Trane Services Terms and Conditions.**

**CUSTOMER ACCEPTANCE**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

Purchase Order \_\_\_\_\_

Acceptance Date \_\_\_\_\_



## TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc.,

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**3. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**4. Performance.** Company shall perform the Work in accordance with Industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state Industrial safety regulations.

**5. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto

the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part

60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(a)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-28; 52.222-35; 52.222-36; 52.222-39; 52.247-84. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns; (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)  
Supersedes 1-26.251-10(0614)

V.I.C.I.

### Contractor's Application for Payment No. 6

<p>Application Period: 10/01/2020 - 11/30/2021</p> <p>From (Contractor): Lehigh Valley Floor Covering, LLC</p> <p>Contract</p> <p>Contractor's Project No.:</p>	<p>Application Date: 11/12/2020</p> <p>Via (Engineer): D'Iny Engineering, Inc.</p> <p>Engineer's Project No.:</p>
<p>To (Owner): East Stroudsburg Area School District</p> <p>Project: JT Lambert Intermediate School Flooring Replacement</p> <p>Owner's Contract No.:</p>	

**Application For Payment  
Change Order Summary**

Approved Change Orders Number	Additions	Deductions
<b>TOTALS</b>		
<b>NET CHANGE BY</b>		
<b>CHANGE ORDERS</b>		

1. ORIGINAL CONTRACT PRICE..... \$ 5535,800.00
2. Net change by Change Orders..... \$ \_\_\_\_\_
3. Current Contract Price (Line 1 + 2)..... \$ 5535,800.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 5535,800.00
5. RETAINAGE:
  - a.  \$535,800.00 Work Completed..... \$ \_\_\_\_\_
  - b.  Stored Material..... \$ \_\_\_\_\_
  - c. Total Retainage (Line 5a + Line 5b)..... \$ \_\_\_\_\_
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 5535,800.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5525,084.00
8. AMOUNT DUE THIS APPLICATION..... \$ \$10,716.00
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ \_\_\_\_\_

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: <b>Dan Wuertele</b>	Date: 11/12/2020
-------------------------	------------------

Prepared by: Dan Wuertele  
 Dan Wuertele, Lehigh Valley Floor  
 Covering, LLC owner/manager,  
 610-251-9600 / lehighvalleyfloorcovering.com, call

Payment of \$ 10,716.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Joshua Grice 11/15/20  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_ (Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract):		ESASD JT Lambert Intermediate School Flooring Replacement		Application Number: 6												
Application Period:		10/01/20 - 11/30/20		Application Date: 11/12/2020												
A		B		C		D		E		F		G				
Item Specification Section No.	Description	Scheduled Value		From Previous Application (C+D)		This Period		Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (E) / B		Balance to Finish (B - F)		
	Performance and Payment Bonds	\$8,100.00		\$8,100.00												
	Contract Allowance #1	\$17,500.00		\$17,500.00												
	Contract Allowance #2	\$7,500.00		\$7,500.00												
	Contract Allowance #3	\$8,880.00		\$8,880.00												
	Contracts / Submittals / Samples / Closeout	\$2,000.00		\$2,000.00												
	Armstrong LVT Flooring (M)	\$135,600.00		\$135,600.00												
	Armstrong LVT Flooring (L)	\$83,120.00		\$83,120.00												
	Mannington Carpet Tile (M)	\$52,800.00		\$52,800.00												
	Mannington Carpet Tile (L)	\$14,000.00		\$14,000.00												
	Roppe Wall Base (M)	\$9,400.00		\$9,400.00												
	Roppe Wall Base (L)	\$14,100.00		\$14,100.00												
	Floor Preparation / Self Leveling	\$133,700.00		\$133,700.00												
	Demolition and Disposal	\$67,600.00		\$67,600.00												
	Building Expansion Joint Gasket	\$1,500.00		\$1,500.00												
<b>Totals</b>				\$535,800.00		\$535,800.00					\$535,800.00					

V. C. 2.



**TRANE**

Trane U.S. Inc.

3600 PAMMEL CREEK ROAD  
LA CROSSE, WI 546017599

# PAYMENT REQUISITION

**Remit To:** Trane U.S. Inc.  
PO BOX 408489  
ATLANTA, GA 30384-8489

**Contract**

**Name and Location:** See applicable Tax Detail page(s)

**Bill To:** EAST STROUDSBURG SCHOOL DIST  
50 VINE STREET  
EAST STROUDSBURG, PA 18301

TYPE	INVOICE
*** NUMBER	311216379
DATE	19-OCT-20
PAGE	1
PURCHASE ORDER NUMBER	Signed Proposal
CONTRACT NAME	East Stroudsburg SD North LI/H
CUSTOMER ACCOUNT #	3644415
PREVIOUS #	

Payment Terms	Due Date	Credit Job #	Contract #
N30	18-NOV-20	D424674	CID00068098

Application No. 08 for work completed thru 31-OCT-20

1. ORIGINAL CONTRACT SUM:	\$2,838,638.00	4. TOTAL COMPLETED & STORED TO DATE:	\$2,838,638.00
2. Net Change by Change Orders:	\$0.00	a. Percentage Completed: <u>100.00%</u>	
3. CONTRACT SUM TO DATE:	\$2,838,638.00	5. RETAINAGE:	
		a. <u>0.00%</u> of Completed Work:	\$0.00
		b. <u>0.00%</u> of Stored Material:	\$0.00
		Total Retainage	\$0.00
		6. TOTAL EARNED LESS RETAINAGE:	\$2,838,638.00
		7. LESS PREVIOUS REQUESTS FOR PAYMENT:	\$2,554,774.21

NOV 02 2020

8. CURRENT PROJECT PAYMENT DUE: (Before Applicable Sales Taxes)	\$283,863.79
9. Applicable Sales Taxes: See applicable Tax Detail page(s)	\$0.00
<b>10. Amount Due This Requisition:</b> Currency: USD	<b>\$283,863.79</b>
*** PLEASE REFERENCE NUMBER 311216379 WITH YOUR PAYMENT	

Sections Included: Summary Sheet, Detail Sheet(s) and Tax Detail Sheet(s)

**SPECIAL INSTRUCTIONS:**

**APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)**

INV NBR: 511216379

APPLICATION NO: 08  
 APPLICATION DATE: 19-OCT-20  
 PERIOD TO: 31-OCT-20  
 CUST PROJECT NO: Signed Proposal

CONTRACT NAME: East Stroudsburg SD North L/H

CONTRACT LOCATION:

Trane  
 1185 NORTH WASHINGTON STREET  
 WILKES BARRE, PA 18705

See applicable Tax Detail page(s)

CONTRACT DATE: 27-NOV-18  
 CONTRACT NUMBER: CID00068098  
 CUST PO NO: Signed Proposal

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

**APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

ORIGINAL CONTRACT SUM: \$2,838,638.00  
 Net Change by Change Orders: \$0.00  
 CONTRACT SUM TO DATE: (Line 1 + 2) \$2,838,638.00  
 TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet) \$2,838,638.00

**RETAINAGE:**

a. 0.00% of Completed Work: \$0.00  
 (Columns D + E on Detail Sheet)  
 b. 0.00% of Stored Material: \$0.00  
 (Column F on Detail Sheet)

Total Retainage: (Line 5a + 5b or Total in Column I of Detail Sheet) \$0.00  
 TOTAL EARNED LESS RETAINAGE: \$2,838,638.00  
 (Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 from prior Certificate) \$2,554,774.21  
 CURRENT PAYMENT DUE: \$283,863.79  
 Before applicable Sales Tax

BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order	\$0.00	

COMPANY: Trane  
 By: \_\_\_\_\_  
 DATE: \_\_\_\_\_

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$283,863.79

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CERTIFIER: Joshua Grice Date: 11/9/20  
 BY: \_\_\_\_\_

ACCEPTANCE: \_\_\_\_\_  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.

# DETAIL SHEET

INV NBR: 311216379

CUST PO NUMBER: Signed Proposal  
 CONTRACT DATE: 27-NOV-18  
 CONTRACT NUMBER: CID00068098

APPLICATION NO: 08  
 APPLICATION DATE: 19-OCT-20  
 PERIOD TO: 31-OCT-20

APPLICATION AND CERTIFICATE FOR PAYMENT,  
 containing Certification, is attached.

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D-E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORS) (D-E-F)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE
1	Engineering	33,050.22	33,050.22	0.00	0.00	33,050.22	0.00	0.00
2	Mechanical Installation	634,094.00	634,094.00	0.00	0.00	634,094.00	0.00	0.00
3	Programming/Commissioning	248,096.12	248,096.12	0.00	0.00	248,096.12	0.00	0.00
4	Project Management	83,652.03	83,652.03	0.00	0.00	83,652.03	0.00	0.00
5	Material	933,131.83	933,131.83	0.00	0.00	933,131.83	0.00	0.00
6	Valves	110,880.00	110,880.00	0.00	0.00	110,880.00	0.00	0.00
7	ATC Installation	795,733.80	795,733.80	0.00	0.00	795,733.80	0.00	0.00
<b>TOTAL</b>		<b>2,838,638.00</b>	<b>2,838,638.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,838,638.00</b>	<b>0.00</b>	<b>0.00</b>



# TAX DETAIL SHEET

INV NBR: 311216379

Signed Proposal  
27-NOV-18  
CID00068098

CUST PO NUMBER:  
CONTRACT DATE:  
CONTRACT NUMBER:

08  
19-OCT-20  
31-OCT-20

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:

APPLICATION AND CERTIFICATE FOR PAYMENT,  
returning Certification, is attached.

\$283,863.79  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

Billing this period less retainage:

Applicable Sales Taxes:

Tax State @ 0.00%

Tax County @ 0.00%

Tax City @ 0.00%

Tax District @ 0.00%

location: EAST STROUDSBURG SCHOOL DIST  
257 TIMBERWOLF DRIVE

DINGMANS FERRY, PA 18328

V1-D. 1-10



**D'HUY Engineering, Inc.**  
One East Broad Street, Suite 310 Bethlehem, PA 18018  
Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51915  
10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
East Stroudsburg, PA 18301  
Mr. Tom McIntyre

<p><b>High School North Roof Replacement</b>  <b>287010</b>          For Services Rendered From September 26, 2020 To October 30, 2020</p>
<p>DEI Fee = 7% of Construction Cost \$7,008,635 = \$490,604</p>

**01 - High School North / Lehman J.S. Roof Investigation**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$12,900.00	\$12,900.00	100.00	\$0.00

**02 - Design, Bidding & Construction Phase Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$490,604.00	\$397,953.43	85.00	\$19,059.97

**INVOICE TOTAL \$19,059.97**

**Prior Billing Information**

<u>Invoice</u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
51734 9/25/2020	\$30,000.43	\$0.00	\$0.00	\$0.00	\$30,000.43
<b>Total Prior Billing</b>	<b>\$30,000.43</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$30,000.43</b>



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51916  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**High School North Roof Replacement - Forensic Investigation**  
**287010.1**  
 For Services Rendered From September 26, 2020 To October 30, 2020

**01 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$12,600.00	\$7,587.82	63.59	\$425.00

**02 - Contingency Fee**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$10,000.00	\$0.00	0.00	\$0.00

**INVOICE TOTAL** \$425.00



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51917  
 10/30/2020

**East Stroudsburg Area School District**

60 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**J.T. Lambert Intermediate School & Resica Elementary School Flooring Replacement**  
**287020**

For Services Rendered From September 26, 2020 To October 30, 2020

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DEI Fee = \$58,770 (7% of Construction Cost \$839,580)

**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$58,770.00	\$55,831.50	98.00	\$1,763.10

**INVOICE TOTAL      \$1,763.10**

**Prior Billing Information**

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
51737	9/26/2020	\$2,938.50	\$0.00	\$0.00	\$0.00	\$2,938.50
<b>Total Prior Billing</b>		<b>\$2,938.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,938.50</b>



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 61918  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

<p><b>Transportation Building Underground Storage Tank Removal</b>  <b>287023</b>          For Services Rendered From September 26, 2020 To October 30, 2020          DEI Fee = \$10,862.50 (7.5% of Construction Cost \$111,500.00 + \$2,500)</p>
--

**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$13,750.00	\$6,875.00	55.85	\$804.20

**INVOICE TOTAL      \$804.20**

**Prior Billing Information**

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
51655	8/28/2020	\$0.00	\$2,235.45	\$0.00	\$0.00	\$2,235.45
51738	9/25/2020	\$4,639.55	\$0.00	\$0.00	\$0.00	\$4,639.55
<b>Total Prior Billing</b>		<b>\$4,639.55</b>	<b>\$2,235.45</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,875.00</b>



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 61919  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**High School South Pool Repairs**  
**287024**  
 For Services Rendered From September 26, 2020 To October 30, 2020

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DEI Estimated Fee: \$2,500 + 7.5% of \$150,000 = \$13,750

**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$13,750.00	\$0.00	28.04	\$3,855.01

**INVOICE TOTAL      \$3,855.01**



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51920  
 10/30/2020

**East Stroudsburg Area School District**

60 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

<p><b>High School North &amp; Lehman I.S. Window Replacement</b>  <b>287025</b>          For Services Rendered From September 26, 2020 To October 30, 2020</p>
<p>DEI Estimated Fee: \$4,000 + 7.5% of \$100,000 = \$11,500</p>

**00 - Basic Services**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$11,500.00	\$0.00	3.30	\$380.01

**INVOICE TOTAL      \$380.01**



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 810 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51921  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**Lehman I.S. & Bushkill E.S. Flooring Replacement**  
**287026**  
 For Services Rendered From September 26, 2020 To October 30, 2020

DEI Estimated Fee: 7% of \$600,000 = \$42,000

**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$42,000.00	\$0.00	1.58	\$665.03

**INVOICE TOTAL** \$665.03





**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51922  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

<p><b>High School North &amp; High School South Hand Wash Stations</b>  <b>287027</b>          For Services Rendered From September 26, 2020 To October 30, 2020</p>
<p>DEI Estimated Fee: \$4,000 + 7.5% of \$75,000 = \$9,625</p>

**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$9,625.00	\$0.00	18.26	\$1,757.50

**INVOICE TOTAL      \$1,757.50**



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51923  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**Resica E.S. & Middle Smithfield E.S. Water Filtration**  
**287016**

For Services Rendered From September 26, 2020 To October 30, 2020

DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)

**00 - Basic Services**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$17,500.00	\$17,500.00	100.00	\$0.00

**01 - DEP Application for Public Water Service**

**Professional Services**

	Task	Hours	Rate	Amount
Engineer in Training	Application Preparation	71.50	90.00	\$6,435.00
Senior Principal	Application Preparation and Final Review	13.50	190.00	\$2,565.00
<b>Total Professional Services for 01</b>				<b>\$9,000.00</b>
<b>Total Charges for 01</b>				<b>\$9,000.00</b>

**INVOICE TOTAL \$9,000.00**

**Prior Billing Information**

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
51735	9/25/2020	\$15,250.00	\$0.00	\$0.00	\$0.00	\$15,250.00
<b>Total Prior Billing</b>		<b>\$15,250.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,250.00</b>



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 51924  
 10/30/2020

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**High School North Sanitary Liner Replacement**  
**287017**

For Services Rendered From September 26, 2020 To October 30, 2020

DEI Fee = \$52,500 (7% of Estimated Construction Cost \$750,000)

**00 - Basic Services**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$52,500.00	\$34,125.00	65.00	\$0.00

**01 - DEP Application for Public Water Service**

**Professional Services**

Task	Hours	Rate	Amount
Engineer in Training Application Preparation	43.00	90.00	\$3,870.00
Senior Principal Application Preparation and Final Review	7.00	190.00	\$1,330.00
<b>Total Professional Services for 01</b>			<b>\$5,200.00</b>
<b>Total Charges for 01</b>			<b>\$5,200.00</b>

**Reimb - Reimbursable Submission Fees**

**Reimbursables**

	Unit Rate	Qty	Markup	Amount
Reimbursable Fees Commonwealth of Pennsylvania - Water Quality Management Permit	500.00	1.00	1.00	\$500.00
<b>Total Reimbursables for Reimb</b>				<b>\$500.00</b>
<b>Total Charges for Reimb</b>				<b>\$500.00</b>

**INVOICE TOTAL \$5,700.00**

**Prior Billing Information**

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
51736	9/25/2020	\$14,589.65	\$0.00	\$0.00	\$0.00	\$14,589.65

Project 287017 High School North Sanitary Liner Replacement

Invoice 51924

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<b>Total Prior Billing</b>	<b>\$14,589.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,589.65</b>
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Attn: William Gouger  
East Stroudsburg Area School District  
50 Vine St.  
East Stroudsburg PA.

11/3/20

### PROPOSAL

For the installation of FM-200 fire suppression system.  
At: Administration Building D Mark Room, at above address.

This proposal was based on a 23' X 15' 3" X 9' high computer room with no sub floor.

A second survey of the room will be required if proposal is accepted to verify measurements and to discuss proposal requirements.

The discharge piping, system panel, remote manual station, detectors, maintenance switch, abort station and audio/visual alarms will be surface mounted. The agent cylinder and piping will be located inside each protected area. Agent discharge nozzles will be wall surface mounted.

The customer must run dedicated 120 volt power supply to fire suppression system panel area. HVAC shutdown and dampers must be connected by final customer to fire suppression systems control panels to shut with fire suppression system activation.

The FM-200 system parts and design are special order items and require a lead time of four weeks.

A room integrity or fan test through a HVAC contractor is required after the installation for UL Listing.

**INCLUDED IN PRICE:** Labor, system control panel, agent cylinder, FM-200 agent, remote manual release, abort station, discharge nozzle, discharge piping, horn and strobes, maintenance switch, smoke detectors, batteries, signs, training of personnel on the FM-200 system.

**Total for above installation:** \$ 17,299.00 Plus Tax

**NOT INCLUDED IN ABOVE PRICE:** Any item that is not listed above, prevailing wage labor, weekend/evening/night labor, permits, drawings, any type of discharge testing, any electrical work that may be needed for disconnects or alarms (see "note").

**\*NOTE:** The customer is required to have the above fire suppression system control panel tied into shut off HVAC and dampers. The fire suppression system **MUST ALSO** be tied into activate building fire alarm (if present). Cintas Fire Protection will not be responsible for the above mentioned electrical work and it is not included in the proposal price.

**TERMS:** 50% down with signed proposal and the remaining 50% upon completion. This proposal is valid for 90 days.

Thank you for the opportunity to present this proposal. If you should have any further questions please do not hesitate to contact me.

Sincerely,

John Sherrill  
Service Manager

**ACCEPTANCE:** Signing and accepting this contract shall constitute acknowledgement for the receipt and acceptance of the Cintas Corporation Terms and Conditions of Sale- Fire Equipment Goods and Services.

Authorizing Signature /	Print	Title	Date	1 of 3
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# FIRE PROTECTION SERVICE AGREEMENT

## TERMS AND CONDITIONS

**Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and affirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.

**Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.

**Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer is the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.

**Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any system including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.

**Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to argue for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice, and Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.

**Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement is limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a full review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that tanks are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System piping or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; and (i) ensuring that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to dilapidation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, wear that occurs during or result from ITM.

**Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform

work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.

**Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.

**Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.

**Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.

**1. Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the customer by Cintas.

**2. Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.

**3. Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

**4. Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.

**5. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT HIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**

**6. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF DAMAGE.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional Insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its Insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE**

ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGATEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THIS AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

**7. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO PERSONAL AND PROFESSIONAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THIS AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE, AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

**LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER REPRESENTATIVES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limit of liability; Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT REPRESENT A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER KNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

**Prior Agreements With Others.** Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, or as a consequence of Customer's breach of this representation and warranty.

**Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

**Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, but not limited to, act of God; act of omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor disputes (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause beyond the exercise of reasonable diligence Cintas is unable to overcome.

**Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any law or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

**Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS MEMBER).**



REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice of service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail, registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

**LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

**1. Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

**1. Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

**1. Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

**1. Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will be deemed a waiver of that same provision at any other time.

**1. Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer," "Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion hereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law; any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law, and will be binding upon them.

**1. Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to in such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.

**1. Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.

**1. Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.

**1. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in Paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

**1. Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

**NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.**

V.I. E. 2



**KEYSTONE FIRE PROTECTION CO.**

*Engineered Fire Protection Specialists*

A **KPI** COMPANY

433 Industrial Drive  
North Wales, PA 19454

215-641-0100 Phone  
215-641-9638 Fax

info@keystonefire.com  
www.keystonefire.com

November 4, 2020

William Gouger  
East Stroudsburg School District  
279 N Courtland Street  
East Stroudsburg, PA 18301

Phone: (570) 424-8500  
Fax: ?

**Our Proposal No. 20-2053**

**SUBJECT: FM-200® Fire Suppression System Proposal**

**Reference: Server Room located at East Stroudsburg South High School**

Dear Mr. Gouger:

We are pleased to offer our recommendations and subsequent proposal to supply and install an automatic FM-200 clean agent fire suppression systems for the above-referenced hazard. This proposal was developed utilizing the information that we gathered from our recent survey of your facility.

**Design Concept**

The extinguishing systems will be designed and installed in accordance with NFPA Pamphlet 2001, "Clean Extinguishing Agent Systems", current Edition. Correspondingly, the hazard will be protected using a total flooding concept for Class A hazards, designed to achieve a 7% extinguishing concentration by volume, using FM-200®. The system will be designed for discharge of agent to be accomplished within 10 seconds.

A fire alarm and early warning detection system will be provided to detect, alarm, and actuate the fire suppression system. The detection system will consist of Underwriters Laboratory (UL)-listed and Factory Mutual (FM)-approved components, including but not limited to a control panel, combination horn and flashing strobe assemblies, bells, manual pull stations, abort stations, and photoelectric smoke detectors. A complete emergency standby power supply consisting of batteries capable of maintaining full system operation in the event of a primary source power failure will be supplied as part of this system.

Agent release will be accomplished using a "cross-zone" detection concept. Cross-zoning provides for two (2) separate zones of detection in the hazard area. In order for agent release to occur at least one detector from each of the two zones must be in alarm. By doing so, the potential for unwanted discharges is greatly reduced. The system will feature a key-operated maintenance bypass switch and an electrically supervised solenoid which activates a system trouble when the control head is removed from the system cylinder(s).

**Equipment:**

The materials required for the proposed system are as follows:

Qty	Part No.	Description
1	90-100201-101	200 Lb. FM-200 Cylinder w/LLI
1	WK-283905-000	Valve Outlet Adapter, 2" (use with 200-350# Cyls)
1	06-235317-001	Strap, 125 & 200 lb. Cylinder
1	06-235431-001	Cradle, 125 & 200 lb. Cylinder
1	85-890181-000	Electric Control Head, 24 VDC Kit with Control Head Monitor

**Life Safety**  
MADE SIMPLE

1	81-486536-000	Pressure Switch, 3PDT
1	06-118262-001	Cylinder Supervisory Switch, (1-1/2", 2" & 3" valves) FM-200
2	06-231865-739	Nameplate, "WARNING, FM-200"
0	90-194028-XXX	Nozzle, FM-200, 2" NPT, 360o
153	90-190000-001	Pounds, FM-200 Agent (.0342 Flooding Factor)
1	84-732001-902	Kidde AEGIS 2.0 Control Unit, Red NEMA 1 Enclosure with door mou
1	ELOCK-FA	E-Clipse, Circuit Breaker Lockout Kit
1	SSU00685	Fire Alarm Document Enclosure, NEMA 1
2	06-115915-013	One (1) Lead Acid Battery; 12 VDC, 7A.H. Two required per panel
1	06-220023-001	In-Line Releasing Diode Kit (10K Ohms, 1/2 W).
1	06-220184-001	AEGIS 10 Pack EOL Resistors
2	711U	Two Wire Photoelectric Smoke Detector Head
2	701U	Smoke detector base for 711U smoke detectors, 3 terminals, 6 Inch d
1	84-330001-001	Manual Station Dual Action, w/SPST, includes label options for F/A, F
1	84-100009-001	SGB-32S Indoor Surface Backbox for B-10/B-11 Manual Stations
1	84-878752-010	Model 87875201 Suppression Abort Station
1	06-236881-001	Surface Mount Backbox for Abort
1	76-600000-200	Key Maintenance Bypass Switch
1	06-236881-001	Surface Backbox for Key Bypass
1	HSR-A	Horn-Strobe 24 VDC 15/30/75/110 cd, (AGENT), Wall Mt., Red, Sync
1	STR-A	Strobe 24 VDC 15/30/75/110 cd (AGENT), Wall Mt., Red
0	FDRM-1	Addressable Dual Mon/Dual Relay Module, (2) Independent Class B I
1	Lot	CAD Engineered Drawings
1	Lot	Job Start Up/Supervision
1	Lot	System Programming
1	Lot	Contractor Test and Checkout
1	Lot	Freight

We propose to supply the above listed components and necessary supervision, pipe, fittings and qualified non-union labor to install in an approved manner for a total price of ..... \$ **17,884.00** plus any applicable taxes.

**Room Integrity Door Fan Testing**

We propose to furnish door fan testing equipment and non-union labor to perform room integrity [fan] testing for the above referenced hazard, in accordance with the specifications below, for a sum of ..... \$ **1,000.00** per day of testing including travel.

## Limited Warranty

Keystone Fire Protection Company warrants its alarm and suppression systems to be free from defects in materials and workmanship for twelve (12) months from the date of installation or first beneficial use by the customer, whichever comes first, under normal use and service. Obligation of Keystone Fire Protection Company is limited to repairing or replacing, at its option, free of charge for parts or labor, any part which, in its opinion shall be proved defective in materials or workmanship under normal use and service. This warranty is void if the product is altered, repaired, or serviced by anyone other than Keystone Fire Protection Company. The warranty will not be honored in cases involving component failure due to abuse, misuse, and/or "Acts of God".

## Terms and Conditions

1. All terms per Contractor's "Installation of Equipment - Terms and Conditions", attached.
2. All device counts are based on best available information at the time of our plant survey. A change in device quantities will result in an additional charge [or credit] for labor and material.
3. This proposal assumes that all existing alarm and detection devices are in good operating condition. Our proposal price does not include the cost to perform an inspection of existing alarm devices, nor does it include the cost to repair or replace existing devices which are found to be inoperable.
4. Our preliminary design drawing package will be forwarded to the Customer and/or the authority having jurisdiction for review and approval. No construction or ordering of materials will commence prior to receiving signed and approved drawings from same.
5. All labor required for installation, testing or supervision, unless otherwise specified, to be performed during normal work day and work week by Contractor qualified non-union labor. **Normal hours are 7:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.**
6. Contractor is an "open shop" (non-union) contractor. Our proposal price, unless otherwise specified, is predicated upon using Contractor qualified non-union labor for installation, testing and/or supervision. Should it be determined for any reason that union labor is required to perform/complete aforementioned work, the Customer will be responsible to pay for all differential labor costs, including, if required, Contractor's supervisory labor. Under such circumstances, no work will commence/resume prior to receipt of Customer-approved change order.
7. Quoted prices do not include any fees for licenses, permits, plan reviews, professional engineering stamps, export duties, or other governmental fees or assessments, unless specifically so stated. If obtained by Contractor, these direct costs will be itemized and added to the proposal price contained herein.
8. All fire suppression systems are required to be inspected and re-certified on a semi-annual basis pursuant to the National Fire Protection Association [NFPA] and local fire codes and standards. Following the completion of system installation, Contractor will present a Service Inspection Agreement covering the proposed system. The cost to provide annual inspection of the proposed system is included in this proposal.
9. Our terms are 25% down with order with the balance to be paid Net 20 days, subject to prior credit approval and open account status.
10. This project will be billed in progress installments. Our payment terms are Net 20 days of date of invoice for material and labor supplied by Contractor, subject to prior credit approval and good credit standing at time of construction. Customer may be required to complete a credit application prior to issuance of open credit.
11. Prior to installation of the FM-200 system, Customer will seal the room in accordance with the attached document "SEALING OF ROOMS FOR PROPER CONTAINMENT OF CLEAN AGENT".
12. Contractor will provide labor to connect the proposed FM-200 system to the building fire alarm system (Notifier 3030).

13. Co-Stars #04-063

Should there be any questions or comments regarding this proposal, please do not hesitate to contact me. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

**KEYSTONE FIRE PROTECTION COMPANY**

*Joseph Martino*

Joseph Martino  
Life Safety Advisor

**Acceptance of Proposal** - the above prices, specifications and conditions are satisfactory and are hereby accepted. Your signature below will serve as notice to commence the services described herein. If a purchase order and/or contract are required to authorize the aforementioned work, please indicate "TO FOLLOW" in the space marked "P.O. No.". No work will commence until P.O. and/or contract is received by this office.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

P. O. No. \_\_\_\_\_

**KEYSTONE FIRE PROTECTION COMPANY  
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

1. **AGREEMENT.** This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire Protection Co. ("Company").
2. **SALE OF MAINTENANCE, SERVICE, INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.
3. **DELIVERY, TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
  - a. **Stock Items.** All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
  - b. **Special Orders.** Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
  - c. **Warranty Returns.** Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.
7. **APPROVAL AND PERMITS.** Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
8. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.
10. **TERMINATION.** Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
11. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

**KEYSTONE FIRE PROTECTION COMPANY  
INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

12. **FORCE MAJEURE.** Company shall be relieved of liability for failure to perform, or for delay in performing, any of its obligations under this Agreement during any period in which such performance becomes impossible or impractical for any reason beyond the reasonable control of Company, including, without limitation, inclement weather, due to war, civil disturbance, act of government, shortage of or inability to receive supplies, labor disturbance, act of God, damage to plant, equipment or facilities or delays in transportation, or Customer's denial to Company of full access to the Equipment or System.

13. **LIMITATION OF LIABILITY.**

a. *Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.*

b. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer.*

14. **LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.**

a. Company warrants that all Services and Installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.

b. *Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.*

15. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. **TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 16.

17. **INDEMNIFICATION.** Customer assumes financial and legal responsibility for damage or injury (including without limitation death) to all persons, and property damage or loss of use thereof, caused by, resulting from, or arising out of any negligence caused by or contributed to by Customer, its agents, servants, or employees. Customer shall, at its cost, indemnify and, at Company's option, defend, Company, its officers, directors, employees, agents, and contractors (collectively, the "Company Indemnified Parties") from and against any claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including without limitation reasonable attorneys' fees, professionals' fees, and court costs), that any Company Indemnified Party may incur arising from or relating to: (a) Customer's breach of this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, servants, or employees; and (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 17 shall continue in effect notwithstanding any payment in full by Customer for the System and Equipment. Customer further understands that Company is relying upon this limitation in determining the cost of the System and Equipment.

18. **WAIVER OF SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverage, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or the Company or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each party's insurance policies contain a clause to the effect that this release shall not affect such policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. **HAZARD TO PERSONNEL.** Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

**KEYSTONE FIRE PROTECTION COMPANY**  
**INSTALLATION OF EQUIPMENT - TERMS AND CONDITIONS**

**26. USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

**26. ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

**27. SERVICES NOT INCLUDED:**

- a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday.
- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- e. No provision to exhaust any discharged agent is included in this Agreement.
- f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final

**28. MISCELLANEOUS:**

a. **Entire Agreement; Modifications.** This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated in writing by an authorized representative of Company and shall be of no force or effect. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

b. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

c. **Governing Law.** This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.

d. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.

e. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire Protection Co., 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.

f. **Assignment; Binding Effect.** This Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assignees.

g. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set-off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.

h. **Waiver of Jury Trial.** *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*

i. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation, in which Company is the prevailing party. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

j. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or

k. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.

l. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

**END OF SECTION**





Engineered Fire Protection Specialists

A KPI COMPANY

433 Industrial Drive  
North Wales, PA 19454

215-841-0100 Phone  
215-841-9638 Fax

info@keystonefire.com  
www.keystonefire.com

## SEALING OF ROOMS FOR PROPER CONTAINMENT OF CLEAN EXTINGUISHING AGENT(S)

This bulletin has been prepared to assist anyone who must seal a room for a Clean Extinguishing Agent (FM-200®, NOVEC 1230®, Halon 1301®, and FE-25®) fire suppression system. Agent will suppress all flame and fire spread, but it cannot in every instance instantly extinguish the initial source of ignition (for instance, severe electrical short circuit). Therefore it is critical that the Agent remain in the protected area until emergency personnel have a chance to deal with a possible continuing source of ignition. Generally the local fire authorities or the insurance companies require that the Agent concentration be retained for 10 minutes after discharge. As Agent is a gas, special efforts must be taken to make the protected area virtually gas tight.

To assure the proper sealing of a room we prepared the following suggested specifications:

1. **ALL WALLS** shall extend slab to slab. These walls are to be of gas tight construction and shall be caulked and sealed at both top and bottom slabs. If slab to slab construction is not possible, then sheet rock ceilings with sealed access doors should be considered. As a last resort, a drop ceiling can be made sufficiently tight if heavy non porous tile is used. The tiles are sealed along each edge; the light fixtures are surfaced mounted. There are no air grills in the ceiling and the above ceiling area is not used for a return air plenum. The above ceiling area must not be affected by adverse static pressures from surrounding areas.

All tiles within 4 feet of any discharge nozzles shall be clipped in place as well as all border tiles around the entire perimeter.

2. **ALL DOORS** leading from the Agent protected areas or into another Agent zone shall have drop seals on the bottoms, weather-stripping around the jams, latching mechanisms and door closer hardware. Double doors shall have a weather-stripped astragal to prevent leakage between doors and a coordinator to assure proper sequence of closure. As a test, no light should be visible around the doors when closed. Doors, which for any reason cannot be kept normally closed, should be equipped with electromagnetic door holders designed to release an alarm. Brush type seals are not recommended.

3. **ALL WINDOWS** shall be sealed with silicon caulk in addition to any existing gasket material. The frames shall also be caulked at the corners and along the edge where the frame meets the wall.

4. **ALL DUCT WORK** not in service, leading to or from a protected area shall be removed or be permanently sealed off, air tight, with metal plates caulked and screwed in place. Duct work left in service from the building air Handling unit shall have gas tight butterfly blade type dampers with neoprene seals. Dampers shall be provided at each entry or exit of the ducts from room. Dampers shall be spring loaded or motor operated to provide 100% air shut-off. It is further recommended that the building air handling units be shut down to reduce adverse static pressures and to prevent the spread of smoke or Agent into other areas of the building.

5. **ALL HOLES, CRACKS, OR PENETRATIONS** leading into or out of the protected area shall be sealed. This includes pipe chases and wire troughs, cable trays, as well as, individual wires and conduits. Conduits leading out of the protected area shall be sealed internally.

## SEALING OF ROOMS FOR PROPER CONTAINMENT OF CLEAN EXTINGUISHING AGENT(S)

6. **SELF-CONTAINED AIR HANDLING UNITS** within the protected zone may be left in service at the owner's option. However, one must consider the possibility that the air handling unit could be the source of the fire. Systems not manned 24 hours a day should be tied-in to shutdown.

7. **IF A RAISED FLOOR** continues out of the Agent protected area into adjoining rooms, **bulkheads** shall be installed under the floor directly under above-floor border partitions. These bulkheads shall be caulked top and bottom. The floor tiles, passing under the wall or door, shall be of solid, gas tight construction or shall be modified to prevent the passage of gas through the core of the tile.

If the adjoining rooms share the same under floor air handlers, then the bulkheads shall have dampers installed the same as required for ductwork. See Item #4.

8. **ALL FLOOR DRAINS** shall have traps and the traps should be designed to have water in them at all times.

9. **ALL BLOCK WALLS** shall be painted slab-to-slab to prevent gas from passing through the block. Two or three coats of paint are normally required.

10. **ALL SEALING MATERIALS** shall carry the same fire rating as the wall construction. Spackling compound can often be used to seal joints and penetrations in sheet rock walls or where the walls meet the upper slab. Fiberglass by itself is not gas tight and shall be covered with spackling or other acceptable sealing material. Canned foam is not generally fire rated, has a questionable life and is not recommended. For cable trays or chases, consideration should be given to the use of sealing "pillows" which can be easily removed and replaced to allow new cables to be brought into the room. Suitable, rated products are available from Nelson, Dow Corning, USG, 3M and others.

11. **ANNUAL RETEST**, the typical Agent equipped room undergoes many changes (new cables are brought into the room, walls are moved, doors are blocked open or are removed) which adversely affect the gas tight integrity of the room. It is strongly recommended that the Agent equipped room is door fan tested annually to assure the continued gas tight integrity of the room.

These recommendations have been prepared in line with current industry, NFPA and EPA accepted Clean Extinguishing Agent protection and testing procedures.

V.I.F.1



# East Stroudsburg Area School District



*Creating the Future!*

**Carl T. Secor Administration Center**  
50 Vine Street  
East Stroudsburg, PA 18301  
Phone: (570) 424-8500 - Fax (570) 424-5646  
www.esasd.net

Dr. William Vitulli  
Assistant Superintendent for District Programs

Mr. Brian D. Baddick  
Assistant Superintendent for Pupil Services

**Dr. William R. Riker**  
Superintendent

Mr. Thomas J. McIntyre  
Chief Financial Officer

## EAST STROUDSBURG AREA SCHOOL DISTRICT Property/Facilities Committee Meeting Dates For 2021

### \*PUBLIC NOTICE\*

January	05, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
February	02, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
March	02, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
April	06, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
May	04, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
June	01, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
July	06, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
August	03, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
September	07, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
October	05, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room
November	02, 2021	-- 5:30 PM -- Carl T. Secor Administration Center -- Board Room

Patricia L. Rosado  
Board Secretary



VII-C-1

ESASD BUDGETED CAPITAL PLAN UPDATED 11/6/2020  
 Capital Fund Beginning Balance, July 1, 2019

\$29,175,162.00

BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	TOTAL
HSN/LIS Roofing	\$3,504,318	\$3,504,318					\$7,008,635
ATC Replacement HSN/LIS	\$1,437,500	\$1,437,500					\$2,875,000
HSN Water Heater	\$267,000						\$267,000
Lehman Gym Floor, Power Vent Air Flow	\$153,490.00						\$153,490
HSN Gym Floor, Power Vent Air Flow & Deductible	\$15,880.00						\$15,880
North/Lehman Lighting Upgrades	\$120,900						\$120,900
<b>Subtotal:</b>	<b>\$5,329,718</b>	<b>\$5,111,188</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,440,905</b>
<b>COMMITTEE REVIEWED CAPITAL PROJECTS</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>TOTAL</b>
JM Hill Interior Gym Door Replacements			\$23,000				\$23,000
HSS Re-Grout Ceramic Tile Pool Shell		\$69,000					\$69,000
HSS Swimming Pool Repairs							
JTL Auditorium Refurbishment			\$839,701	\$225,000			\$225,000
North Campus Paving			\$839,701	\$839,701	\$839,701		\$3,358,804
HSS Field House Repairs/Upgrades				\$1,853,495			\$1,853,495
JTL Replace Exterior Dust Collector		\$42,000					\$42,000
JTL New Cinder Track & Curb			\$80,000				\$80,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller			\$1,000,000				\$1,000,000
Resica Paving Mill/Overlay Repairs			\$192,500	\$192,500			\$385,000
HSS Gymnasium Lighting Upgrades				\$68,250			\$68,250
HSS Stadium Turf Replacement				\$400,000			\$400,000
Smithfield Lighting Upgrades				\$93,200			\$93,200
Cafeteria/Gym/Auditorium/Lobby/Library				\$50,000			\$50,000
MSE Lighting Upgrades Lobby/Gym							
HSS Interior Lighting Upgrades, Classrooms, Hallways, Library, Cafe				\$500,665			\$500,665
Middle Smithfield Snow Guards			\$12,000				\$12,000
Lehman Ext. Doors/Cafe Windows		\$30,000					\$30,000
HSN Ext. Doors/Cafe Windows		\$35,000					\$35,000
ESE PA System					\$25,000		\$25,000
HSS PA System					\$65,000		\$65,000
Middle Smithfield Filtration System							
Resica Filtration System							
Bushkill Carpet Replacement							
Lehman Carpet Replacement							
JM Hill Replace Gym Fiberboard Ceiling				\$25,000			\$25,000
<b>Subtotal:</b>	<b>\$0</b>	<b>\$176,000</b>	<b>\$2,147,201</b>	<b>\$4,247,811</b>	<b>\$929,701</b>	<b>\$839,701</b>	<b>\$8,340,414</b>
<b>Grand Totals:</b>	<b>\$5,329,718</b>	<b>\$5,287,188</b>	<b>\$2,147,201</b>	<b>\$4,247,811</b>	<b>\$929,701.00</b>	<b>\$839,701.00</b>	<b>\$18,781,319.00</b>

COMPLETED CAPITAL PROJECTS	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	TOTAL
HSS Stage Floor Replacement	\$58,680						\$58,680
JTL Stage Floor Replacement	\$36,400						\$36,400
HSS Batting Cages		\$23,650					\$23,650
Camera System Upgrades (ESE)		\$133,945.00					\$133,945
Camera System Upgrades(North Campus)	\$767,537						\$767,537
SMI PA System Replacement		\$23,590					\$23,590
Resica Exterior Door		\$6,245					\$6,245
HSS Exterior Stadium Doors		\$13,940					\$13,940
HSS Javelin Runway Resurfacing		\$18,000					\$18,000
HSN Wrestling Room (Wall Pads, Mats & Install)		\$23,599.00					\$23,599
Camera System Upgrades(South Campus)	\$675,406						\$675,406
Resica Gutters & Downspouts	\$30,000						\$30,000
Resica Shingle Roof Replacement&Flat Rubber Roof	\$667,715						\$667,715
JTL Carpet Replacement		\$303,780.00					\$303,780
JM Hill Handwash Sinks Cafeteria		\$535,800.00					\$535,800
Smithfield Playground	\$30,000						\$7,785
Subtotal:	\$2,265,738	\$1,090,394.00	\$0	\$0	\$0	\$0	\$30,000
							\$3,356,072

Capital Fund Balance as of July 1, 2019 \$29,175,162.00  
 Expended, Budgeted and Reviewed Capital Projects \$22,137,390.86  
 Balance \$7,037,771.14

## FACILITIES DEPARTMENT SUMMARY NOVEMBER 2020

- **MIDDLE SMITHFIELD HAND WASH SINKS** - The District received the two hand wash sink units the week of November 23 and maintenance personnel have commenced with assembly and installation during the first week of December.
- **HIGH SCHOOL NORTH, LEHMAN INTERMEDIATE & HIGH SCHOOL SOUTH - HAND WASH SINKS** - D'huy Engineering has completed their field survey of the spaces and are preparing drawings of locations and plumbing/piping adjustments.
- **LEHMAN INTERMEDIATE RECEPTION WINDOW** - Permanent glass has been installed on the window system and wood trim has been added. Project is complete.
- **MAINTENANCE II PERMANENT POSITION** - Interviews are scheduled during the week of December 7th for the Maintenance II employee. This is the position vacated by Matthew Hirsch, Maintenance Supervisor.
- **ANNUAL SAFE DRINKING WATER** - Annual lead water testing was performed during the weeks of November 16 and November 23. The Facilities Department is awaiting results.
- **INDOOR AIR QUALITY** - Bi-annual Indoor Air Quality testing will be performed during the week of December 7, 2020.
- **NORTH CAMPUS SEWER TREATMENT PLANT LAGOON LINER** - The District received the water quality management permit from the D.E.P. This information along with documents have been forwarded to D'huy Engineering.



# East Stroudsburg Area School District



**Carl T. Secor Administration Center**  
50 Vine Street  
East Stroudsburg, PA 18301  
Phone: (570) 424-8500 - Fax (570) 424-5646  
www.esasd.net

**Dr. William Vitulli**  
Assistant Superintendent for District  
Programs

**Mr. Brian D. Boddick,**  
Assistant Superintendent for Pupil Services

**Mr. Thomas J. McIntyre,**  
Chief Financial Officer

**Mr. Robert Romagno**  
Supervisor of Environmental Services

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Property and Facilities Committee Meeting  
December 8th, 2020  
Environmental Services

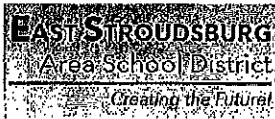
- During the closure there will be custodians will be present in the building every day. They will be working an alternating schedule. Secondary Schools will have two shifts. Elementary schools will have one shift. These alternating schedules will begin 12/7/2020.  
During the closure we will be working on special projects such as cleaning out boiler rooms and utility closets.
- Physical inventory has been completed. See attached copy. Any questions about inventory please email me directly.
- We will be meeting with Miller Flooring regarding the refinishing of Resica and Bushkill gymnasium and stage floors. Custodians last screened and finished these floors in September of 2017. I will supply an update at next month's P&F meeting.



	South HS	North HS	Lehman	JTL	JM Hill	Resica	MSE	Bushkill	ESE	Smithfield	TOTAL
<b>PAPER (cases)</b>											
White Copy 8x11	714	500	500	77	134	186	157	220	133	80	2701
White 8x14	21	2	2	15	21	64	5	9	10	14	163
Xero Canary	72	10	10	14	7	13	13	16	28	2	185
Xero Blue	19	14	16	13	10	19	18	14	26	3	152
Xero Green	32	13	10	11	16	10	15	5	36	1	149
Xero Buff	16	8	11	12	13	12	4	7	35	0	118
Xero Pink	38	6	6	18	11	12	13	12	28	1	145
Xero Gold	59	3	3	25	11	12	8	7	24	3	155
Xero Salmon	11	12	12	27	8	10	2	12	44	3	141
Xero Gray	17	1	1	7	0	9	0	0	0	0	35
Xero Tan	17	8	8	9	9	11	0	13	10	1	86
Xero Cherry	7	7	12	17	10	13	0	10	5	2	83
Xero Ivory	16	3	6	0	6	11	0	16	33	0	91
Xero Lilac	24	3	4	12	6	12	0	16	22	6	105
White 11x17	12	6	6	3	27	11	4	0	10	1	80
White 3 hole	16	23	23	0	6	12	0	0	6	0	86
Index White	16	18	16	4	3	6	16	10	5	0	94
Index Blue	8	7	9	6	7	8	11	4	0	0	60
Index Buff	10	3	5	0	8	10	0	5	0	4	45
Index Canary	4	7	9	4	6	10	11	2	0	0	53
Index Green	6	19	21	3	10	9	15	3	0	1	87
Index Cherry	2	11	9	3	8	8	0	8	9	0	58
Index Salmon	16	13	12	2	6	15	0	6	0	1	71
Index Lilac	13	1	1	1	12	10	0	4	19	2	63
CS Blue	0	0	0	1	0	0	0	0	25	0	26
CS Buff	0	0	0	0	0	0	0	0	19	0	19
CS Canary	0	0	0	0	0	0	0	0	31	0	31
CS Green	0	0	0	0	0	0	0	0	28	0	28
CS Pink	3	0	0	0	0	0	0	0	9	0	12
CS Salmon	0	0	0	1	0	0	0	0	15	0	16
<b>PAPER CONSUMABLES (cases)</b>											
White Roll Towel	72	95	94	4	8	15	2	204	0	16	510
Brown Roll Towel	33	0	0	0	4	31	0	0	88	0	156
Mutil Fold White	322	60	66	0	9	26	0	144	0	57	684
Mutil Fold Brown	245	0	0	229	42	36	157	43	38	1	791
Facial Tissue	517	33	33	50	71	17	0	74	46	22	863
Toilet Paper	549	72	71	145	17	35	41	234	48	95	1307
<b>CAN LINERS (cases)</b>											
Liners 10 Gal	152	0	1	18	15	33	0	0	17	7	243
Liners 30 Gal	0	45	44	28	209	120	86	115	23	74	744
Liners 40 Gal	0	37	36	0	19	0	70	0	62	8	232
Liners 55 Gal	335	0	0	26	30	103	20	147	25	86	772
Liners 60 Gal	0	0	0	0	64	0	0	0	0	0	64
<b>CHEMICALS (cases)</b>											
FS Glass Cleaner	66	8	9	78	18	7	16	13	56	8	279

PHYSICAL INVENTORY - WASHINGTON STATE - 10/5/2020

	South HS	North HS	Lehman	JTL	JM Hill	Resica	MSE	Bushkill	ESE	Smithfield	TOTAL
Carpet Cleaner	9	10	9	53	12	22	3	11	25	7	161
Concur Cleaner	38	10	11	39	26	9	26	17	35	18	229
Fuji San Disinfectant	58	18	14	46	19	8	18	20	43	22	266
FS Heavy Duty	37	11	9	12	22	13	19	8	29	3	163
Vectra Floor Finish	23	17	19	36	12	14	22	0	31	7	181
Bravo Floor Stripper	57	0	0	7	20	16	12	19	27	10	168
Furniture Polish	22	2	3	8	22	2	3	2	9	0	73
Clario Hand San	98	0	0	0	18	0	9	0	68	0	193
Deb Foam Hand San	48	16	16	4	36	13	0	11	36	0	180
Graffiti Remover	40	4	4	9	33	3	1	4	10	2	110
Hand Soap 5gal	26	6	5	38	10	15	66	38	38	7	249
Laundry Detergent	19	1	1	4	0	0	1	1	0	0	27
Liquid Bleach	22	2	2	1	9	13	0	12	7	1	69
Hospital Room Fog	3	13	14	0	2	0	0	0	0	0	32
Spot Attack	28	3	4	23	0	8	9	6	7	15	103
Absorbent Dry 16oz	11	7	7	15	30	25	5	0	1	2	103
Dust Mop Treatment	18	2	1	0	0	0	0	0	4	0	25
Disinfectant Spray	0	0	0	0	22	0	0	0	0	3	25
DeScum	0	2	2	4	0	7	0	1	0	1	17
Babo	0	0	0	0	0	0	0	0	0	4	4
Drain Opener (bottles)	0	0	0	0	47	0	0	0	0	0	47
Bona Super Court	0	0	0	0	1	0	0	0	0	0	1
Stainless Cleaner	1	0	0	0	3	1	0	0	0	0	5
White Board Cleaner (gal)	16	0	0	0	7	1	0	0	0	11	35
<b>Ice Melt (bags)</b>	<b>470</b>	<b>473</b>	<b>473</b>	<b>320</b>	<b>134</b>	<b>256</b>	<b>303</b>	<b>253</b>	<b>33</b>	<b>46</b>	<b>2761</b>



Rebecca Lopez &lt;rebecca-lopez@esasd.net&gt;

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**November Grounds**

1 message

Daryle Miller &lt;daryle-miller@esasd.net&gt;

Thu, Nov 19, 2020 at 9:25 AM

To: Rebecca Lopez &lt;rebecca-lopez@esasd.net&gt;, Eric Forsyth &lt;eric-forsyth@esasd.net&gt;

- Continue reconditioning of all District infields. Completing Baseball/Softball at JTL and High School South
- 
- Repair Kubota front loader for High school North Custodial Dept.? repair our John Deere 4400 loader
- 
- Repair signage at JTL
- 
- complete fertilizing and seeding at JTL
- 
- Final Groom of the season on Stadium turf HSS
- 
- complete various work orders such as moving Dist. supplies and painting of the press box at HSS
- 
- complete the final spec on the water wheel for JTL and get quotes . (still waiting on 2)
- 
- continue aerating HSS Walker Site
- 
- begin cutting retention ponds at HSN , Cut dead trees and brush HSN
- 
- clean up debris around the entire campus from storms
- 
- continue leaf removal at JM Hill , ESE ,HSN campus < HSS campus including Admin. center
- 
- mow as needed at North and South Campuses .as well as surrounding buildings
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- put away athletic equipment used for fall sports
- 
- begin to create painting list for winter
- 
- change battery in HSS Gator and Golf cart

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