PROPOSAL SUBMITTED TO
Marion County School District

PHONE
412-624-9586

DATE
9/11/2019

STREET
Mannington Middle School

JOB NAME
Replace Fire Alarm panel

ESTIMATE NO
SV-190701

CITY, STATE AND ZIP CODE
Fairmont WV 26554

JOB LOCATION
Basement

FAX or EMAIL
dbstraig@k12.wv.us

We hereby submit specifications and estimates for: Replacement quote for FCI internal panel trouble on zone loops. Remove old panel and replace with Fire-Lite 10 Zone panel with additional power supply for door holders. Change out end of line devices on 10 zone loops and 2 audible loops. Add two remote annunciators in school offices. Program and test system after retrofit is complete. All labor and material included in quote. Expected completion of work is 2 days with main fire panel operational at the end of the first day.

Material List:
1 – Fire-Lite 10 zone fire panel
1 – Fire-Lite power supply panel
2 – Fire-Lite LCD remote annunciators
4 – 12V 12Ah Batteries
1 – All additional hardware and wiring

Exception: Alteration may be needed if 4 wire conductors do not exist to current piezo sounders in offices.

Note: All work to be done during normal working hours 7:00 AM to 3:00 PM.
To the extent this quotation/proposal includes materials and/or equipment that contain or are comprised of steel, the price set forth herein for such items is guaranteed for a period of (15) days from the date of this quotation/proposal. After such time, EMCOR Services Scalise Industries reserves the right to increase the price set forth herein for such items when the parties enter a contract for the work or when EMCOR Services Scalise Industries actually orders such items, whichever the later, to reflect the then-current price of such items, as such pricing may be affected by market conditions including, but not limited to, tariffs, quotas, and/or duties. The parties agree that the pricing for such items in this quotation/proposal is guaranteed only for such time, and Customer assumes the risk of any such price increases for such items after such time.
If customer fails to sign this quotation/proposal within fifteen (15) days from the date of this quotation/proposal, this quotation/proposal shall be deemed void, withdrawn, and canceled.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Seven Thousand Five Hundred Forty Dollars..........7,540.00

Exclusions: This Price includes all labor and material.
Payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra costs will be executed only upon written orders. and will become an extra charge over and above the estimate. All agreements contingent upon strikes. accidents our delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workman's Compensation Insurance

Authorized Signature

Dave Cavaliere

Dave Cavaliere
Fire Protection Sales and Service
dcavaliere@scaliseindustries.com

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance
GENERAL TERMS AND CONDITIONS OF THE SCALISE INDUSTRIES FACILITIES AGREEMENT

1. Scope of Work. The service work to be performed by SCALISE INDUSTRIES ("SCALISE") for CUSTOMER under this Service Agreement (the "Work") will be as stated in the Scope of Work section of the Service Agreement, which Scope of Work is mutually agreed upon and accepted by CUSTOMER. Any work not specifically identified in the Scope of Work section is not included in this Service Agreement.

2. Basis of Work. The Work will be performed in accordance with the specifications, criteria, and standards listed this Service Agreement.

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be furnished by CUSTOMER or others to provide safe and reasonable working conditions for the progress and completion of the Work: (a) timely access to and ingress throughout the site and the structures for the hoisting and placement of SCALISE's equipment and materials; (b) timely access to areas and equipment to allow SCALISE to install, start, and stop the equipment as necessary to perform required services; (c) sufficient quantities of the specified quality and type of filters, fuels, lubricants, chemicals, water and any other solids, liquids and gases required to perform SCALISE's Scope of Work; and (d) placement and removal of a centrally located dumpster in which SCALISE will place debris generated by its Work.

4. Changes. At any time during the term of the Service Agreement, CUSTOMER may request changes in the Work within SCALISE's general scope. If such changes will involve changes in the Service Agreement Price and/or Schedule, SCALISE will submit a proposal regarding its requested changes to the Service Agreement Price and/or Schedule and CUSTOMER will issue a change order adjusting the Service Agreement Price and/or Schedule as mutually agreed. Unless CUSTOMER and SCALISE agree to the contrary, no work will be undertaken by SCALISE on any such change until the change order has been issued and signed by both parties. If the event an agreement on price is not reached, CUSTOMER may direct SCALISE to proceed with the change and such work will then be done on a time and material basis plus a percentage fee of thirty (30%) applied to all costs of labor, material, supervision, and subcontracts.

5. Payments. Payments will be made within thirty (30) days of the date invoiced. Late payments received after the date on which they are due will be subject to interest at a rate of one percent (1%) per month, or any part thereof until payment is received.

6. a) Warranty. SCALISE will repair or replace any construction work performed by it or its subcontractors that is found to be defective in materials or workmanship within one (1) year from the date of installation, provided that SCALISE has been provided prompt, written notice of any such defects. The foregoing repair or replacement will be the limit of SCALISE's liability for defects and will provide the exclusive remedy for CUSTOMER.

b) All parts provided by Scalise Industries will be warranted for a period of 90 days from the date of installation unless the parts manufacturer provides different warranty terms. The warranty covers parts only, labor will be charged at contracted rates.

c) With respect to all equipment within the Scope of Work that is procured by SCALISE from outside manufacturers or vendors, SCALISE will use its best good faith efforts to obtain similar warranties from these manufacturers or vendors. SCALISE will pass on for the benefit of CUSTOMER all such warranties. Further, SCALISE agrees to act on behalf of the CUSTOMER for purposes of enforcing such warranties with respect to equipment furnished by outside sources.

d) Repair or replacement of items not provided by SCALISE is excluded from this Warranty. This Warranty is conditioned upon proper operation and maintenance by CUSTOMER and will not apply if the failure is caused or contributed to by accident, alteration, abuse, misuse, failure to properly operate the system, or other causes beyond the control of SCALISE. Only SCALISE's personnel or agents will be permitted to perform the Warranty work. If a Warranty call is made and inspection indicates a condition that is not covered under this Service Agreement or this Warranty, SCALISE will be reimbursed for its services.

e) THIS WARRANTY IS THE EXCLUSIVE REMEDY FOR DEFECTS IN SCALISE'S WORK AND IS IN LIEU OF ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED USE.
7. Safety. SCALISE will conduct the Work in strict accordance with its Safety Manual, the safety programs instituted by CUSTOMER, and all applicable OSHA safety regulations. CUSTOMER and SCALISE will make available to each other all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

8. Hazardous Substances. SCALISE's obligations under this Service Agreement do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, SCALISE's sole obligation will be to notify CUSTOMER of the existence of such products and materials. SCALISE will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension, and the Service Agreement Price will be equitably adjusted.

9. Insurance. SCALISE will carry Commercial General Liability Insurance with limits of $2,000,000 and Automobile Insurance with limits of $1,000,000. CUSTOMER will carry all Risk Property Insurance or Builder's Risk Insurance, including extended coverage, without cost to SCALISE with limits equal to or greater than the value of the equipment being serviced and a deductible not greater than $10,000 per occurrence.

10. Indemnification. SCALISE agrees to indemnify CUSTOMER from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney's fees, caused by SCALISE's negligence in the performance of the Work under this Service Agreement. CUSTOMER agrees to indemnify SCALISE from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney's fees, caused by CUSTOMER's negligence or hazardous conditions in the CUSTOMER's facility.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CUSTOMER OR SCALISE BE LIABLE OR RESPONSIBLE TO EACH OTHER FOR LOSS OF USE, LOSS OF PROFITS, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

12. Termination. This Service Agreement will be on a one (1) year term, which will automatically renew if not terminated within thirty (30) days of anniversary date by written notice by either party at any time for any reason.

13. Dispute Resolution. CUSTOMER and SCALISE agree to negotiate in good faith to resolve any and all disputes arising from or relating to this Service Agreement or any alleged breach of this Service Agreement. In the event that the dispute cannot be resolved, it will be referred up to the executive level required to reach a resolution. If CUSTOMER and SCALISE are unable to resolve the dispute, the dispute will then be submitted to non-binding mediation. If CUSTOMER and SCALISE are still unable to resolve the dispute in mediation, the dispute can then be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association then in effect. Any such arbitration demand or any other legal action by CUSTOMER or SCALISE relating to this Service Agreement or any alleged breach of this Service Agreement must be commenced within two (2) years from the date of the successful Acceptance Test or the applicable statute of limitations, whichever is earlier.

14. Assignment. This Service Agreement cannot be assigned by one party to a third party without the express written consent of the other party to this Service Agreement. Either party may subcontract portions of its obligations to others, but that party will still be principally liable and responsible to the other party for the satisfactory performance of the Service Agreement.