## Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

# BOARD OF EDUCATION REGULAR MEETING

5:30 PM, June 8, 2020 Maryville High School

I. CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

CHAIRMAN BLACK

- **II ADOPT AGENDA**
- III. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

#### IV. CONSENT AGENDA ITEMS

- 1. Approve Minutes of May 11, 2020 meeting (Attachment)
- Ratify Executive Committee approval for Morristown Automatic Sprinkler Company - Funding source: General Purpose Schools - \$22,083.37 (Attachment A1)
- 3. Approve Maryville Chorale Fall Retreat at Camp Ba-Yo-Ca in Sevierville. (Attachment A2)
- 4. Approve application for the Maryville Business Academy Special Program of Study. (Attachment A3)
- 5. Approve agreement with PCS for July 1, 2020 to June 30, 2021 (Cooperative Purchasing Agreement with Scott County Schools).
- 6. Approve agreement with Central Technologies for July 1, 2020 to June 30, 2021 (Cooperative Purchasing Agreement with Sevier County Schools).

#### V. AGENDA ITEMS

- 1. Consider four year contract with Director of Schools beginning July 1, 2020.
- 2. Consider annual Microsoft Licensing Renewal for Windows, Office 365 \$27,955.20 Funding Source Technology Software (Attachment B1)
- 3. Consider revising the 2020-21 school calendar (Attachment B2)
- 4. Consider purchase of sound equipment for the MHS gym from Central Technologies Funding Source: Building Improvements \$28,848.00. (Attachment B3)
- 5. Consider agreement with Johnson Controls to provide semi-annual HVAC maintenance service Funding Source Maintenance of Plant Contracted Services \$21,547.
- VI. REPORTS FROM DIRECTOR OF SCHOOLS
- VII. RECOGNITION OF STAFF AND STUDENTS
- VIII. COMMENTS FROM BOARD MEMBERS
- IX. ADJOURN

# MCS BOARD OF EDUCATION Regular Meeting, page 2

Upcoming meeting dates: July 13, 2020 – 5:30 pm Maryville High School August 10, 2020 – 5:30 pm Maryville Junior High School



## MARYVILLE CITY SCHOOLS

Mike Winstead **Director of Schools** 

833 Lawrence Avenue Maryville, Tennessee 37803

May 29, 2020 Maryville City School Board **Executive Committee Meeting** 

Approve – Morristown Automatic Sprinkler Company quote to perform the five year inspection of all sprinkler system. Funding Source: General Purpose Schools – \$22,083.37

APPROVED:

Director of Schools

Date 05/29/2020

Chairman, Board of Education



22083.37

1310 Karnes Avenue Knoxville, TN 37917 Office: 865.689.4480 Fax: 865.687.8622 TN Fire Alarm #C-1746

Date: May 15, 2020

Bid Proposal: 20-0809

Maryville Academy 1995 Sequoyah Ave Maryville, TN 37804

John Cooper mcs.maintenance@maryville-schools.org 865-740-2042

#### 5 Year Inspection Service & UL Head Testing of Dry Pendent Heads

5 Year inspection includes:

Internal Obstruction Inspection on 1 dry system
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves
Hydrostatically Test the Fire Department Connection

Total Cost: \$2,585.00

#### **Exclusions:**

- Any fire protection works or inspections other than described above
- · Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- · Lift Rental if needed
- Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
- Valve pit draining or pumping (all valve pits are to be drained properly prior to inspection)
- Premium Time (nights, weekends and holidays)
- Freeze protection of all sprinkler piping and associated components. This is the responsibility of the owner.
- Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation
  goals or requirements are included or inferred. Should this project involve DBE goals or requirements please
  advise in writing regarding the specific nature of those goals or requirements and specifically how they impact
  Morristown Automatic Sprinkler.
- Backflow preventer repair/re-test proposals are priced to replace rubber components only, unless otherwise noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in the basic proposal. Forward flow of backflow devices isn't included in proposal.

<u>Terms of Payment</u>: (Proposal valid for a period of **30** days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

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Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely.

Proposal Acceptance - All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28/2010 Signature: Ab Wurden

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.
- 2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the services to be provided pursuant to this Master Agreement. Inclusion of any such other equipment will require execution of an amendment to this Master Agreement and adjustment of the inspection and/or service fee.
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  3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- 4. If Work to be performed is an Inspection, Company's inspection is limited to an inspection of external readily accessible parts of the system (except when pertained to 5-year inspections) and will not include every component including but not limited to sprinkler heads, pipes, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS SERVICE UNDER THIS MASTER AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLITION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CONTRACT, BREACH OR WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSE OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTI
- 6. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY, CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFROMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
- 7. CUSTOMER AGRES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
- reducing the possibility of loss to the Property by indicating obvious detects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

  9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property. All contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.

  10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages,
- 10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company pursuant to this Master Agreement.
- 11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
- 12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
- 13. This Master Agreement constitutes the entire Master Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior Master Agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Master Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Master Agreement cannot be amended or modified except by a writing signed by Customer and Company.
- Agreement cannot be amended or modified except by a writing signed by Customer and Company.

  14. Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Morristown Automatic Sprinkler.

#### MORRISTOWN AUTOMATIC SPRINKLER COMPANY

1310 Karnes Avenue NE Knoxville, TN 37917 PHONE: (865) 689-4480 FAX: (865) 687-8622

Proposal: FQ2005120453

#### **PROPOSAL**

Job Name:

Maryville High School

Invoice To: Maryville City Schools

Site Address: ATTN: SCOTT BLEVINS

833 LAWRENCE AVE

825 LAWRENCE AVE

MARYVILLE, TN 37803-4857

MARYVILLE, TN 37803-4857

Contact:

John Cooper

865-740-2042

mcs.maintenance@ maryville-schools.org

✓ Request For Proposal (RFP)

Service Follow Up Proposal

☐ Inspection Follow Up Proposal

Open Date:

05/12/2020

**Expiry Date:** 

07/11/2020

Sales Rep:

Whitehead, Roland W

Email:

roland.whitehead@mascofp.us

Work Description: 5/12/2020 2:41 PM Bass, Jonathan P: TO PROVIDE LABOR AND MATERIAL TO

PERFORM THE 5 YEAR INSPECTION, REPLACE BOTH OF THE ACCELLERATORS,

AND TAKE A SAMPLE OF HEADS TO SEND OFF FOR UL HEAD TESTING.

#### **EXCLUSIONS:**

- 1. ANY OTHER WORK BEYOND SCOPE ABOVE.
- 2. ELECTRICAL WIRING AND/OR FIRE PROTECTION MONITORING.
- 3. INTEGRITY AND/OR CODE COMPLIANCE OF EXISTING SYSTEM.
- 4. PREMIUM TIME. (NIGHTS/WEEKENDS)
- 5. PAINTING OF FIRE PROTECTION PIPING AND/OR EQUIPMENT.
- 6. REPLACEMENT GAUGES IF NECESSARY, COST @ \$24.00/EACH
- 7. OWNER SHALL BE RESPONSIBLE FOR COORDINATING SYSTEM OUTAGES WITH THE INSURANCE UNDERWRITER.
- 8. OWNER SHALL BE RESPONSIBLE FOR ANY FIRE WATCH REQUIRED DURING

SYSTEM OUTAGE.

Security Fire Protection (or MASCO) is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Security

Fire Protection (or MASCO).

PROPOSED TOTAL

\$7,873.37

#### MORRISTOWN AUTOMATIC SPRINKLER COMPANY



1310 Karnes Avenue NE Knoxville, TN 37917 PHONE: (865) 689-4480 FAX: (865) 687-8622

Proposal: FQ2005120453

### **TERMS AND CONDITIONS**

This agreement is set forth between the subscribing party referenced on the front page of this document as "Customer", and Security Fire Protection. The Inspection/Maintenance Contract, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

- 1. PAYMENTS: Full payment is due upon receipt of invoice unless otherwise agreed by Security Fire Protection. Nothing shall serve to void Security Fire Protection's Mechanics Lien and/or Bonding claim rights in accordance with State Law.
- 2. LATE PAYMENTS: The buyer hereby authorizes the above material and labor to be supplied and agrees to pay for the same on completion of the work. If the buyer defaults in payment, it is further agreed by the buyer to pay any cost incurred, including attorney fees in connection with the amount of this debt. Monthly carrying charges of 1.5% will be added to past due accounts after 30 days.
- 3. BACK CHARGES: No back-charges or claims of Customer for services shall be valid unless agreed to in writing by Security Fire Protection before 'back-charge work' is executed. In the case of Security Fire Protection's failure to meet any requirement of this agreement, the Customer shall notify Security Fire Protection of such default in writing, and allow Security Fire Protection reasonable time to correct any deficiency in accordance to paragraph (7) below.
- **4. MATERIALS:** We guarantee material of our manufacture to the extent that we replace any proved defective when used for the purpose manufactured, provided the purchaser gives the Company immediate written notice of such defects.
- 5. WARRANTEES: Security Fire Protection will warrant materials and workmanship against defects for a period of one year from the date equipment is serviced or installed, ref: project closeout document. Security Fire Protection's total liability under any circumstances shall be limited to the costs incurred in correcting any defect warranted, and under no circumstances shall Security Fire Protection be liable for loss of profits or incidental or consequential damages, whether in contract, tort or otherwise. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer and/or Owner shall be responsible to maintain equipment in good, sufficient working order as outlined in NFPA standards and the State Fire Marshal's Rules.
- **6. CHANGE ORDERS & CONFLICTS:** No charges for labor or expense required to repair defective material or occasioned by it, will be allowed.
- **7. FACILITIES:** Security Fire Protection shall not be held responsible for work done, apparatus furnished, or repairs made by others.
- 8. SITE CONDITIONS: When Security Fire Protection's work includes excavation or concealed piping and equipment: If water, quicksand, rock, environmental contamination, asbestos, or other unforeseen obstructions, subsurface soil conditions or "cross connection" of domestic or other water systems are encountered, such discoveries will constitute conditions above and beyond the agreement and solutions shall be executed in accordance with paragraph (6) above. If site excavation on private property is required to make repairs, it is the property owner's responsibility to coordinate and pay for private utility locating services prior to start of said excavation. The property owner is solely responsible for all repair costs of damages to any unmarked underground utilities.
- **9. HAZARDOUS WASTE DISPOSAL:** This Agreement does not provide for the cost of any hazardous waste materials, or hazardous materials encountered in any of the Covered System(s) discovered before, during or after performance of services, which at all times shall remain the property of the Customer. Security Fire Protection shall not be responsible for removal and disposal of hazardous materials.
- **10. AGREEMENT:** This agreement is the exclusive agreement between the Customer and Security Fire Protection, and there are no other agreements, written or oral, which are not specifically set for herein. If any legal action arises out of this agreement or breach thereof, both parties agree that any civil suit shall be filed in Shelby County, TN.
- 11. LIMITATION OF LIABILITY: In recognition of the relative risks of this Project to the Client and Security Fire Protection the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS,

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# MORRISTOWN

#### MORRISTOWN AUTOMATIC SPRINKLER COMPANY

1310 Karnes Avenue NE Knoxville, TN 37917 PHONE: (865) 689-4480 FAX: (865) 687-8622

Proposal: FQ2005120453

LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND. INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLTION OF A STATUTE, ORDINANCE. GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.

- 12. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY. THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFROMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES.
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Authorized Signature	In Winster	_ Date:	5/28/2020	
	Mike Minsterd		1.0	
Print Name:	Mike Winsterd	_ PO#:		



Date: May 8, 2020

Bid Proposal: 20-0765

Maryville Middle School 805 Montvale Station Road Maryville, TN 37803-6340

John Cooper mcs.maintenance@maryville.schools.org 865-740-2042

**5** Year Inspection Services & UL Head Testing & Provide Spare Heads with Head Wrench 5 Year inspection includes:

Internal Obstruction Inspection on 4 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
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Proposal Acceptance - All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5/28/2020 Signature:

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- 3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- 4. If Work to be performed is an Inspection, Company's inspection is limited to an inspection of external readily accessible parts of the system (except when pertained to 5-year inspections) and will not include every component including but not limited to sprinkler heads, pipes, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS SERVICE UNDER THIS MASTER AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLITION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES" IT BE ISING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT, BREACH OF ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.

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- 7. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.

  10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages,
- 10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company pursuant to this Master Agreement.
  11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is
- 11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
- 12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
- 13. This Master Agreement constitutes the entire Master Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior Master Agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Master Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Master Agreement cannot be amended or modified except by a writing signed by Customer and Company.
- 14. Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Morristown Automatic Sprinkler.



Date: May 8, 2020

Bid Proposal: 20-0766

Montgomery Intermediate
835 Montgomery Lane
Maryville, TN 37803-6323
John Cooper mcs.maintenance@maryville.schools.org 865-740-2042

5 Year Inspection Service, UL Head Testing on 3 Types of Heads, Plug Off Water Motor Gong & Provide a Horn Strobe with Backbox. (Customer will have to get an electrician to install & wire in) 5 Year inspection includes:

Internal Obstruction Inspection on 2 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves
Hydrostatically Test the Fire Department Connections

Total Cost: \$2,850.00

#### **Exclusions:**

- · Any fire protection works or inspections other than described above
- Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- Lift Rental if needed
- Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
- Valve pit draining or pumping (all valve pits are to be drained properly prior to inspection)
- Premium Time (nights, weekends and holidays)
- Freeze protection of all sprinkler piping and associated components. This is the responsibility of the owner.
- Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation
  goals or requirements are included or inferred. Should this project involve DBE goals or requirements please
  advise in writing regarding the specific nature of those goals or requirements and specifically how they impact
  Morristown Automatic Sprinkler.
- Backflow preventer repair/re-test proposals are priced to replace rubber components only, unless otherwise
  noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in
  the basic proposal. Forward flow of backflow devices isn't included in proposal.

<u>Terms of Payment</u>: (Proposal valid for a period of **30** days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely, Morristown Automatic Sprinkler Company Randolfons

Randall Jones Inspection Manager randall.jones@mascofp.us

Office 865-689-4480 Cell 865-740-0779

Proposal Acceptance – All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28/2000 Signature: Who will

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.
- provides a written record of notice 30 days in advance.

  2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the services to be provided pursuant to this Master Agreement. Inclusion of any such other equipment will require execution of an amendment to this Master Agreement and adjustment of the inspection and/or service fee.
- adjustment of the inspection and/or service fee.

  3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.

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- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLTION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES" IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL
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  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.
- 10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company nucrsuant to this Master Agreement.
- Company pursuant to this Master Agreement.

  11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

  12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both
- 12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
- 13. This Master Agreement constitutes the entire Master Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior Master Agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Master Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Master Agreement cannot be amended or modified except by a writing signed by Customer and Company.

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- 14. Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Morristown Automatic Sprinkler.



Date: May 8, 2020

Bid Proposal: 20-0767

Coulter Grove Intermediate School 2025 Sevierville Road Maryville, TN 37804-4308 John Cooper mcs.maintenance@maryville.schools.org 865-740-2042

#### 5 Year Inspection Service

5 Year inspection includes:

Internal Obstruction Inspection on 3 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves
Hydrostatically Test the Fire Department Connections

Total Cost: \$1,440.00

#### **Exclusions:**

- Any fire protection works or inspections other than described above
- · Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- Lift Rental if needed
- · Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
- Valve pit draining or pumping (all valve pits are to be drained properly prior to inspection)
- Premium Time (nights, weekends and holidays)
- Freeze protection of all sprinkler piping and associated components. This is the responsibility of the owner.
- Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation
  goals or requirements are included or inferred. Should this project involve DBE goals or requirements please
  advise in writing regarding the specific nature of those goals or requirements and specifically how they impact
  Morristown Automatic Sprinkler.
- Backflow preventer repair/re-test proposals are priced to replace rubber components only, unless otherwise noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in the basic proposal. Forward flow of backflow devices isn't included in proposal.

<u>Terms of Payment</u>: (Proposal valid for a period of **30** days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely,

Proposal Acceptance - All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28 20 20 Signature: Windley

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.
- 2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the services to be provided pursuant to this Master Agreement. Inclusion of any such other equipment will require execution of an amendment to this Master Agreement and adjustment of the Inspection and/or service fee.
- 3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- the equipment Identified in this Master Agreement. Company will not be Property.

  4. If Work to be performed is an Inspection, Company's inspection is limited to an inspection of external readily accessible parts of the system (except when pertained to 5-year inspections) and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS SERVICE UNDER THIS MASTER AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK, PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLTION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES". IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFIED PARTIES" THE TINDEMNIFIED PARTIES" CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFIED PARTIES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFIED PARTIES" RAIL BOON OR THE PROVISIONS OF THIS PARAGRAPH, AND UPON DEBUNDER SHALL
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  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.
- arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.

  10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company pursuant to this Master Agreement.
- 11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
- 12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
- 13. This Master Agreement constitutes the entire Master Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior Master Agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Master Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Master Agreement cannot be amended or modified except by a writing signed by Customer and Company.

  14. Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this
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Date: May 8, 2020

Bid Proposal: 20-0764

Foothills Elementary School 520 Sandy Springs Rd Maryville, TN 37803-6340

John Cooper mcs.maintenance@maryville.schools.org 865-740-2042

#### 5 Year Inspection Services & Replace a Leaking Flow Switch

5 Year inspection includes:

Internal Obstruction Inspection on 3 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves
Hydrostatically Test the Fire Department Connections

Total Cost: \$1,985.00

#### **Exclusions:**

- Any fire protection works or inspections other than described above
- · Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- Lift Rental if needed
- Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
- Valve pit draining or pumping (all valve pits are to be drained properly prior to inspection)
- Premium Time (nights, weekends and holidays)
- Freeze protection of all sprinkler piping and associated components. This is the responsibility of the owner.
- Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation
  goals or requirements are included or inferred. Should this project involve DBE goals or requirements please
  advise in writing regarding the specific nature of those goals or requirements and specifically how they impact
  Morristown Automatic Sprinkler.
- Backflow preventer repair/re-test proposals are priced to replace rubber components only, unless otherwise noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in the basic proposal. Forward flow of backflow devices isn't included in proposal.

<u>Terms of Payment</u>: (Proposal valid for a period of **30** days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely.

Proposal Acceptance - All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28 280 Signature: Which

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.

  2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the
- 2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the services to be provided pursuant to this Master Agreement. Inclusion of any such other equipment will require execution of an amendment to this Master Agreement and adjustment of the inspection and/or service fee.
- 3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- 4. If Work to be performed is an Inspection, Company's inspection is limited to an inspection of external readily accessible parts of the system (except when pertained to 5-year inspections) and will not include every component including but not limited to sprinkler heads, pipes, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS SERVICE UNDER THIS MASTER AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY
- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILLATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLITION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. OF ANY OF THE "INDEMNIFIED PARTIES", ITS BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" AND FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" AND FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" AND FAULT. SHOULD THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THE "INDEMNIFIED PARTIES" FOR THE RESERS OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THE REGAL FEES, COSTS AND D
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- 7. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be
- Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.
- Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company pursuant to this Master Agreement.
   Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is
- 11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
  12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both
- 12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
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Date: May 13, 2020

Bid Proposal: 20-0796

John Sevier Elementary School 2001 Sequoyah Ave Maryville, TN 37804-3425 John Cooper mcs.maintenance@maryville-schools.org 865-740-2042

#### 5 Year Inspection Services

5 Year inspection includes:

Internal Obstruction Inspection on 2 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves including the fire pump
Hydrostatically Test the Fire Department Connection

Total Cost: \$1,735.00

#### **Exclusions:**

- Any fire protection works or inspections other than described above
- Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- · Lift Rental if needed
- Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
- Valve pit draining or pumping (all valve pits are to be drained properly prior to inspection)
- Premium Time (nights, weekends and holidays)
- Freeze protection of all sprinkler piping and associated components. This is the responsibility of the owner.
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  Morristown Automatic Sprinkler.
- Backflow preventer repair/re-test proposals are priced to replace rubber components only, unless otherwise
  noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in
  the basic proposal. Forward flow of backflow devices isn't included in proposal.

<u>Terms of Payment</u>: (Proposal valid for a period of **30** days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely,

Proposal Acceptance – All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28 2000 Signature:

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.
- 2. Any additional system equipment added to the Property after the date of this Master Agreement or not otherwise specified in this Master Agreement is not included in the services to be provided pursuant to this Master Agreement. Inclusion of any such other equipment will require execution of an amendment to this Master Agreement and adjustment of the inspection and/or service fee.
- adjustment of the inspection and of service rec.

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- PROPERTY.

  5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF WARRANTY, BREACH OF WARRANTY, BREACH OF WARRANTY BREACH OR WARRANTY BREACH OF WARRANTY BREACH OF WARRANTY BREACH OF WORK TO PATHER ON THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR ON THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR OTHER PACK OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR OTHER PACK OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR OTHER PACK OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR OTHER PACK OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, OR OTHER PACK OR THE CONTRACT BREACH OF WARRANTY BREACH OR VIOLATION OF A STATUTE ORDINANCE, GOVERNMENTAL BEGULA TIADIN STANDARD OR RILLET OR OTHER PACK OR THE PACK OF THE CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
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  8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within 3. Customer agrees to obtain and shall be solely responsible to maintain property and castally insurance for the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.

  10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages,
- judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by Company pursuant to this Master Agreement.
- 11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
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Date: May 8, 2020

Bid Proposal: 20-0768

Sam Houston Elementary School
330 Melrose Street
Maryville, TN 37803-4814
John Cooper mcs.maintenance@maryville.schools.org 865-740-2042

#### 5 Year Inspection Service

5 Year inspection includes:

Internal Obstruction Inspection on 2 wet systems
Gauge Check for Calibration (Defective gauges will be an additional \$24.00 each if needed)
Check Valve Inspection on all accessible check valves
Hydrostatically Test the Fire Department Connections

Total Cost: \$1,275.00

#### **Exclusions:**

- Any fire protection works or inspections other than described above
- Maintenance, alterations, repair or replacement of any fire protection equipment and/or components
- Integrity or code compliance of existing fire protection systems
- Lift Rental if needed
- · Landscape repairs and/or replacement, such as shrubs, trees, mulch, etc.
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  noted. Unseen internal problems involving other metal and plastic parts, or the device housing aren't included in
  the basic proposal. Forward flow of backflow devices isn't included in proposal.

Terms of Payment: (Proposal valid for a period of 30 days.) Net 30 Days

#### Work Hours:

All work shall be performed during normal working hours, 7:00 AM to 4:30 PM, M-F.

#### System Shutdowns:

Where applicable, arrangements shall be made for an owner's representative to provide access to the sprinkler riser and to silence the fire alarm system, so the sprinkler system can be taken out of service.

We must have a signed copy of this bid proposal prior to any services being conducted.

Sincerely,

Proposal Acceptance - All of the prices, specifications, attached terms and conditions, are satisfactory and are hereby accepted.

Date of Acceptance: 5 28 20 00 Signature: Mr Www.

- 1. These Terms and Conditions (hereinafter referred to as "Master Agreement") constitute an ongoing Master Agreement between Morristown Automatic Sprinkler Company and Customer. The terms and provisions of this agreement shall extend to and be binding upon the heirs, successors, executors, administrators, trustees and assigns of the parties hereto. The Master Agreement shall auto renew without notice on an annual basis. Either party may withdraw from the Master Agreement provided that the other party provides a written record of notice 30 days in advance.

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- 3. If Work to be performed is an Inspection, the inspection services provided by Company pursuant to this Master Agreement are limited to an evaluation of the functionality of the equipment identified in this Master Agreement. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
- 4. If Work to be performed is an Inspection, Company's inspection is limited to an inspection of external readily accessible parts of the system (except when pertained to 5-year inspections) and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Company will only inspect a representative number or sample of the sprinkler heads, pipes, hangers, valves or other devices and equipment in their current position. THEREFORE, BY CONDUCTING ITS SERVICE UNDER THIS MASTER AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE
- 5. In recognition of the relative risks of this Project to the Client and Morristown Automatic Sprinkler Company the risks have been allocated such that the Client agrees, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINS ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLTION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES". IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$140,000 OF THE CONTRACT AMOUNT. CUSTOMER'S LAND. \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON
- REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
  6. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF 6. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFROMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EYPENDES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNIC'S SEES (HEPRINATTER DESERRED TO AS "SUBTAINED BY CITCAMED BY CITCAMED OR ATTORNIC'S SEES. EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
- 7. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY. 8. Company, following each contracted inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should
- 9. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company
- arising out of this Master Agreement or the services provided by Company pursuant to this Master Agreement.

  10. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without limitation, attorneys' fees) which may be asserted against Company by any third party arising out of the services provided by
- Company pursuant to this Master Agreement.

  11. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

  12. This Master Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic signature of this Master Agreement shall be as binding on both
- parties just as though this Master Agreement were executed in its original, pre-printed form and by doing so, the owner agrees to and gives permission for Morristown Automatic Sprinkler Company to begin the repairs / inspection / installation work requested.
- 13. This Master Agreement constitutes the entire Master Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior Master Agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is Group and the services provided by Company pursuant to this Master Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Master Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Master Agreement cannot be amended or modified except by a writing signed by Customer and Company.

  14. Morristown Automatic Sprinkler is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Morristown Automatic Sprinkler.

## Request to Release Students for a School-Related Event

Teacher: <u>Byron Davis</u> Course/Team	n/Organization: Chorus: Advanced Mixed Chorus
Event: Maryville Chorale Fall Retreat at Camp Ba-	<u>Yo-Ca in Sevierville</u>
Dates of Trip (Include Departure/Return Time):	
Departure Date: Friday, Jul 31, 2020 Departure	arture Time: 4 pm
Return Date: Sunday, Aug 2, 2020 Return	Time: 2 pm
Check all that apply:	
object (Charles Albertan Market (Miller)	vernight:*   Out-of-State:*   Requires Board approval)
Transportation: Walk □ Parents Provide □	Bus ⊠ Number of busses: _1
Cost to each student: \$80 Means of funding tr	ip: Students pay field trip fee
activity to help new students	ng retreat for The Maryville Chorale. This retreat is an essential s make and build friendships within the ensemble, and to acclimate re. Additionally, the choir will get a head start on preparing repertoire build be received.  Date: 4/28/2020  Request not Approved: 5/1/2020  Date: 5/1/2020  Date: 5/1/2020
*School Board Approved:	Date:
Please give classroom te the event. To help Administration, t	ORTANT REQUIREMENT achers a minimum of two weeks' notice of teachers, and the Attendance Office, please phabetically and indicate their grade level.

Please return to Rhonda Elkins



**District Name:** Maryville City Schools

**SPOS Name:** Maryville Business Academy (MBA)

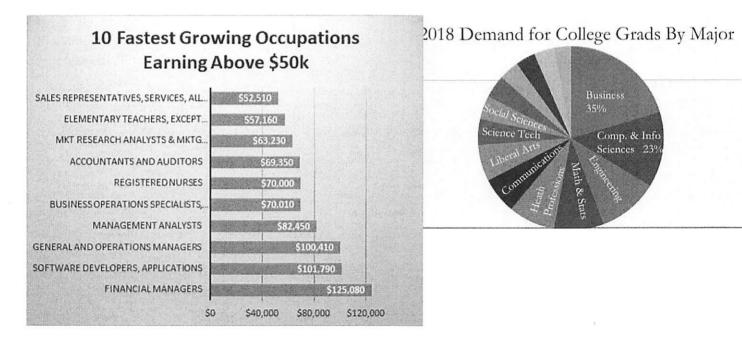
## National Occupation/Careers & Labor Market Data:

According to the US Bureau of Labor Statistics, "35% of all jobs available in 2026 will be in management, business and financial operations (including marketing), sales, and office and administrative support."

and projected 2026 (Numbers in thousands)

2016 National Employment Matrix title and code	Employme	nt	Change, 20	16-26	Median annual wage, 2017(1)	
		2016	2026	Number	Percent	
Total, all occupations	00-0000	156,063.8	167,582.3	11,518.6	7.4	\$37,69
Management occupations	11-0000	9,533.1	10,340.4	807.3	8.5	\$102,59
Business and financial operations occupations	13-0000	8,086.8	8,840.7	773.8	9.6	\$87,71
Computer and mathematical occupations	15-0000	4,419.0	5,026.5	607.5	13.7	\$84,58
Architecture and engineering occupations	17-0000	2,601.0	2,795.4	194.3	7.5	\$79,18
Life, physical, and social science occupations	19-0000	1,299.5	1,424.3	124.8	9.6	\$84,51
Community and social service occupations	21-0000	2,570.7	2,942.6	371.9	14.5	\$43,84
Legal occupations	23-0000	1,283.3	1,399.5	116.2	9.1	\$80,08
Education, training, and library occupations	25-0000	9,426.5	10,315.4	888.9	9.4	\$48.74
Arts, design, entertainment, sports, and media occupations	27-0000	2,772.9	2,941.0	168.1	6.1	\$48,23
Healthcare practitioners and technical occupations	29-0000	8,751.5	10,088.1	1,336.6	15.3	\$84,77
Healthcare support occupations	31-0000	4,315.6	5,335.2	1,019.6	23.6	\$28,71
Protective service occupations	33-0000	3,505.6	3,663.8	158.2	4.5	\$39,55
Food preparation and serving related occupations	35-0000	13,206.1	14,438.1	1,232.0	9.3	\$21,91
Building and grounds cleaning and maintenance occupations	37-0000	5,654.1	6,177.9	523.8	9.3	\$25,62
Personal care and service occupations	39-0000	6,419.7	7,647.4	1,227.6	19.1	\$23,61
Sales and related occupations	41-0000	15,747.8	16,206.5	458.7	2.9	\$27,02
Office and administrative support occupations	43-0000	23,081.2	23,230.8	149.6	0.6	\$34,74
Farming, fishing, and forestry occupations	45-0000	1,080.1	1,056.7	-3.5	-0.3	\$24,39
Construction and extraction occupations	47-0000	6,812.5	7,580.0	747.6	11.0	\$44,73
Installation, maintenance, and repair occupations	49-0000	5,905.4	6,293.6	388.2	6.6	\$44,52
Production occupations	51-0000	9,356.9	8,950.0	-406.9	-4.3	\$33,99
Transportation and material moving occupations	53-0000	10,274.2	10,908.4	634.3	6.2	\$31,60

Additionally, Business and Marketing clusters provide seven of the ten top growing and high wage jobs. Students who study subjects relating to business, marketing, finance, and sales will be prepared for these coveted positions.



Source: https://www.mbaresearch.org/index.php/business-community/career-data

<sup>(1)</sup> Data are from the Occupational Employment Statistics program, U.S. Bureau of Labor Statistics. Wage data cover non-farm wage and salary workers and do not cover the self-employed, owners and partners in unincorporated firms, or household workers. Source: Employment Projections program, U.S. Bureau of Labor Statistics

## Regional Occupation/Careers & Labor Market Data:

Regionally, Business & Marketing career clusters are in demand in the East Tennessee region. The Center for Economic Research in Tennessee (CERT) conducted an analysis to identify high demand jobs in the nine regions. Business occupations was one of the six career cluster areas that was highlighted in the 2019 LEAP report. In the East region, in demand business and financial operations encompass the business management career cluster (finance, accounting, etc) and the marketing management cluster (marketing specialists, research analsts, event planners, and management analysts). Pellissippi State Community College and Tennessee public four-year universities all provide related programs for each of these areas of growth.

#### IN-DEMAND BUSINESS AND FINANCIAL OPERATIONS OCCUPATIONS

SOC Code	Occupation	East	Northwest	Southern Middle	Northern Middle	Greater Memphis	Southwest	Northeast	Southeast	Upper Cumberland	Number of Regions	Key to Industry Clusters	Related Programs
11-3031	Financial Managers	X	Х	Х	Х	Χ	Х	Χ	Χ	Х	9	*	c, d
13-1031	Claims Adjusters, Examiners, and Investigators					Χ	Х				2		
13-1041	Compliance Officers				Χ	Χ			Χ		3	*	
13-1051	Cost Estimators	X	Х	Х	Х	Х	Х		Х	Х	8		a, b
13-1071	Human Resources Specialists	X	Х	Χ	Χ	Χ	Х	Х	Χ	Х	9	*	g, h
13-1081	Logisticians		Χ	Х	Χ	Χ		Х	Χ		6	*	i
13-1111	Management Analysts	X		Χ	Χ	Х	Х	Х	Χ		7	*	a, b, j
13-1121	Meeting, Convention, and Event Planners	X			Χ	Χ		Χ			4	*	
13-1141	Compensation, Benefits, and Job Analysis Specialists				Χ	Χ			Χ		3	*	g
13-1151	Training and Development Specialists	X	Х	Х	Χ	Χ	Х	Х	Χ	Х	9	*	g
13-1161	Market Research Analysts and Marketing Specialists	X	Χ	Х	Χ	Χ	Х	Χ	Χ	Х	9	*	f
13-1199	Business Operations Specialists, All Other	X	X	х	-		X	-	- 1	Χ	5	*	
13-2011	Accountants and Auditors	X	Х	Х	X	X	X	X	Х	X	9	*	С
13-2051	Financial Analysts	X		Х	Х	X		X	Х		6	*	c, d, e
13-2052	Personal Financial Advisors	X			Х	X			Х		4		d
13-2072	Loan Officers	X	Х		Х	Х	Х			X	6	*	d
13-2082	Tax Preparers	X		Х		Х		Х	Х	X	6	*	С

#### Sources:

- https://tnecd.com/wp-content/uploads/2019/11/LEAP-2019-In-Demand-Occupations-FINAL-REPORT.pdf
- https://tnecd.com/news/tnecd-releases-annual-labor-and-education-alignment-report/

## **Local Occupation/Careers & Labor Market Data:**

TSBA District information reveals that both business and marketing careers are thriving in our area. There is substantial overlap in the two career clusters and significant overlap when one considers that every industry (healthcare, manufacturing, etc) has a business and marketing component to it. The following are excerpts from the two reports:

#### • Business Administration:

- Fifty occupations in business administration met the Perkins V requirements for minimum wages and growth rate in our local area and district.
- o Top median wages in this career cluster include: careers in management, human resources, and IT-related managers.
- o Top growth rate careers included IT-related managers, management analysts, and operations research.
- o Job zone/education requirements were from 2-5.

#### Marketing Management:

- Twenty-seven occupations in marketing management met the Perkins V requirements for minimum wages and growth rate in our local area and district.
- o Top median wages in this career cluster include: marketing managers, sales engineers, public relations managers, and real estate brokers.
- o Top growth rate careers included real estate managers, marketing managers, telemarketers, and even planners.
- o Job zone/education requirements were from 1-5.

Source: Reports may be accessed at https://tsbadatadashboard.com/jobs-in-your-region/

## **Aligned Postsecondary Pathways:**

Students in this SPOS would likely attend Pellissippi State Community College and then could transfer to any state school as a junior (University of Tennessee-Knoxville, University of Tennessee-Chattanooga, ETSU, etc). Students earning an Associate of Science (AS) degree allows students to transfer without loss of credit, from Pellissippi State to any TN public university as juniors. This greatly expands future opportunities for students and allows an early exit point with an easy reentry point. Students also could earn an Associate of Applied Science (AAS) degree or they could earn a certificate. The following courses would articulate to courses required for degrees at Pellissippi State Community College (Note that AS degrees allow students to transfer to any TN public university as juniors).

Please also see uploaded information in Labor Data section.

AS Degree (Transfer Program)	Marketing 1 – BUSN 2380	Marketing 2- BUSN 2330	Intro to Business - BUSN 1305	Adv Computer Apps - INFS 1010
Accounting, AS		<b>✓</b>		✓
Business Administration, AS		<b>V</b>		<b>~</b>
Finance, AS		✓		✓
Management, AS		<b>✓</b>		<b>✓</b>
Marketing, AS		✓		<b>✓</b>

AAS Degree	Marketing 1 – BUSN 2380	Marketing 2- BUSN 2330	Intro to Business - BUSN 1305	Adv Computer Apps - INFS 1010
Accounting, AAS		<b>✓</b>	✓	✓
Administrative Professional /Medical Office, AAS		<b>✓</b>		<b>✓</b>
Business Hospitality Concentration AAS			<b>√</b>	<b>✓</b>
Business Administration, AAS	<b>√</b>	<b>√</b>	·	<b>~</b>

Certificate	Marketing 1 –	Marketing 2-	Intro to Business	Adv Computer Apps
Programs	BUSN 2380	BUSN 2330	- BUSN 1305	- INFS 1010
Accounting				✓
Specialist				
Certificate				

Source: <a href="http://catalog.pstcc.edu/content.php?catoid=12&navoid=693">http://catalog.pstcc.edu/content.php?catoid=12&navoid=693</a>

CTE Director Assurances: I verify and affirm that the information contained in this application and supporting attachments is accurate and complete. I understand that assigning a proposed instructor to this SPOS does not preclude having all State Board approved courses taught by appropriately endorsed teachers.									
Date of Approval by Local Board of Education									
Chairperson's Signature: We verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers.									
1. Bl									
Director of Schools' Signature: I verify that the information on this application is complete and accurate. Assigning the proposed instructor to this special course will not preclude having all State Board of Education approved courses taught by appropriately endorsed teachers.									
1. M 10/10/2 1									



Pricing Proposal

Quotation #: 18747851 Reference #: 1001819225 Created On: 4/13/2020 Valid Until: 5/13/2020

## **Maryville City School District**

## **Inside Account Executive**

#### **Andy Lombardo**

833 LAWRENCE AVE MARYVILLE, TN 37803

**United States** 

Phone: (865) 982-7121

Email: andy.lombardo@maryville-schools.org

#### Jim King

290 Davidson Ave. Somerset, NJ 08873 Phone: 615-547-8025 Fax: 732-564-8078

Email: Jim\_King@shi.com

#### All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	DsktpEdu ALNG LicSAPk MVL Microsoft - Part#: 2UJ-00001 <b>Note</b> : Desktop Core CAL	640	\$43.68	\$27,955.20
2	O365ProPlusEdu ALNG SubsVL MVL AddOn toOPP Microsoft - Part#: 5XS-00003 Note: Office 365 Pro Plus for Faculty	1079	\$0.00	\$0.00
3	O365ProPlusEdu ShrdSvr ALNG SubsVL MVL PerUsr w/Faculty Microsoft - Part#: 5XS-00002 <b>Note:</b> Office 365 Pro Plus for Student	5145	\$0.00	\$0.00
		_	Total	\$27,955.20

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

# 2020-2021

## Maryville City Schools

July '20											
Su	М	Tu	W	Th	F	Sa					
			1	2	3	4					
5	6	7	8	9	10	11					
12	13	14	15	16	17	18					
19	20	21	22	23	24	25					
26	27	28	29	30	31						

August '20											
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30	31										

	September '20										
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November '20								
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29	30							

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27	28	29	30	31			

	January '21						
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31							

February '21						
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April '21								
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May '21								
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June '21							
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13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

July 22 - Administrative Day

July 23 - Professional Development

July 24 - Registration

July 27 - Administrative Day

July 28-29 - Professional Development

July 30 - First day of classes

September 7 - Labor Day

October 5-9 - Fall Break

October 12 - Intervention & Enrichment

October 13 - Professional Development

November 3 - Schools Closed

November 25 - Professional Development (self-

directed, banked time)

November 26-27- Thanksgiving Break

December 15 - Last day for students before break

December 16 - Administrative Day

December 17-January 3 - Winter Break

January 4 - Professional Development

January 18 - Holiday

February 15 - Professional Development

March 11-12 - Intervention & Enrichment or SNOW

MAKEUP if needed

March 15-19 - Spring Break

April 2 - Holiday

May 20 - Last day for students

May 21 - Administrative Day

May 24-June 30 - Intervention and Enrichment

In addition to the above listed professional development, teachers must earn 13 additional, pre-approved professional development hours before the close of school.

Teachers must earn six parent/teacher contact hours throughout the year.

First 5 snow days will use stockpiled days.

Snow days 6 and 7 made up on March 11-12



Central Technologies, Inc.

P.O. BOX 23346 Knoxville, TN 37933

Phone: (865) 566-0230 | Fax: (865) 312-8190

5/27/2020 Quote #: 40483 Page: 1

\*\*\* QUOTE \*\*\*

#### **Quoted To:**

Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

Phone: 865-982-7121

Cust PO: Terms: Due On Receipt Salesperson: JMA

Reference: Maryville Hig Ship Via: Best Way Valid Through: 8/25/2020

	8/25/2020	lid Through:	Ship Via: Best Way Va	Reference: Maryville Hig
Extended	Price	Quantity	Description	Stock Code
995.00	995.00	1.00	Hoffman Accessplus II Type 1 12U 24x28x25 Window Black	NETHOFEWMWG242825
0.00	0.00	1.00	Maryville High School Gym Audio	.1PROJECT
3,298.00	3,298.00	1.00	Crown Audio DCI 4/600 DriveCore Install Analog Series 4-Channel Amplifier 600 Watts x 4	AUDCRODCI4X600-U-USFX
700.00	350.00	2.00	West Penn 25226B 14/2 Plenum Speaker Cable 1000 Feet Gray 25226B	CABWES25226B
44.00	44.00	1.00	Soundcraft Rack-mount Kit for EPM 6-Channel Multipurpose Mixer RW5744US	AUDSOURW5745US
279.00	279.00	1.00	Soundcraft EPM 8 - 8 Mono + 2 Stereo Audio Console RW5735US	AUDSOURW5735US
399.00	399.00	1.00	Denon DN-300ZB Media Player with Bluetooth Receiver & AM/FM Tuner (Balanced)	AUDDENDN-300ZB
998.00	499.00	2.00	AKG WMS 470 Vocal Set Wireless Microphone System (Hand Held)	SPEAKG3305X00380
349.00	349.00	1.00	AKG WMS420 UHF Wireless Headworn Microphone System (Band A: 530.025 to 559.00 MHz)	SPEAKG3413H00010
99.00	99.00	1.00	AKG D5 C Professional Dynamic Vocal Microphone	SPEAKG3138X00340
29.00	29.00	1.00	TT-6220 Telescoping Tabletop Microphone Stand (Black)	AUDAURTT-6220
295.00	295.00	1.00	8.0mm Professional Microphone Bulk Cable -	CABGENM5980
12.00	12.00	1.00	Seismic Audio SA-PLATE12 Single XLR Female Connector Stainless Steel Wall Plate	CABSEISA-PLATE12
10.00	10.00	1.00	15ft Premier Series XLR Male to XLR Female 16AWG Cable (Gold Plated) [Microphone & Interconnect]	CABGENM4753
49.00	49.00	1.00	100ft Premier Series XLR Male to XLR Female 16AWG Cable (Gold Plated) [Microphone & Interconnect]	CABGENM4758
45.00	45.00	1.00	XLR Right Angle Male to Right Angle XLR Female 3ft cable Color Pack	CABYOVXLRRIGHT
12.00	12.00	1.00	Audio Premium 1/4" Right Angle Heavy Duty Plugs Connectors for Speaker Cables, Patch Cables, Snakes - TS Male Mono 1/4 Inch Phono 6.3mm Phone Plug Bulk	AUDAUD1/4RIGHTANGLE
4,640.00	1,160.00	4.00	JBL AWC159 15" All-Weather Compact 2-Way Coaxial Loudspeaker (Gray)	SPEJBLAWC159
1,600.00	800.00	2.00	LIFT RENTAL Single Lift Rental Multiple days	LIFTRENTAL
1,520.00	760.00	2.00	Installation Setup,Testing and training	LABORENGINEERING-KB-1
9,100.00	65.00	140.00	Installation Setup and testing	LABOR-CK00
475.00	475.00	1.00	Miscellaneous Equipment and Supplies Chain, Bolts, Conduit, Connectors, etc	.MISC-50/100
0.00	0.00	4.00	XLR Male Connector Used to make custom cable length	CABGENM6210
0.00	0.00	4.00	XLR Female Connector Used to make custom cable length	CABGENM6211
0.00	0.00	1.00		
0.00	0.00	1.00	Bose Speaker Removal	
1,300.00	65.00	20.00	Removal of Bose Speakers	LABOR-CK02
0.00	0.00	1.00	********************* If the Bose need to be repositioned for Upper Gym Area	•
2,600.00	65.00	40.00	If Needed Reinstall of Bose	LABOR-CK02

**IMPORTANT NOTES:** 



Central Technologies, Inc.

P.O. BOX 23346 Knoxville, TN 37933

Phone: (865) 566-0230 | Fax: (865) 312-8190

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\*\*\* QUOTE \*\*\*

**Quoted To:** 

Maryville City Schools 833 Lawrence Avenue Maryville, TN 37803

Phone: 865-982-7121

Cust PO: Terms: Due On Receipt Salesperson: JMA

Reference: Maryville Hig Ship Via: Best Way Valid Through: 8/25/2020

Stock Code Description Quantity Price Extended

SubTotal: 28,848.00

Tax: 0.00 Shipping: 0.00

Total: 28,848.00