

Saucon Valley School District

Meeting of the Ad Hoc Finance Committee

February 16, 2022 – 5:00 pm

* * * * *

Welcome to the meeting of the Saucon Valley School Board Ad Hoc Finance Committee. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments. We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Committee Members – Edward Andres, Cedric Dettmar, Dr. Shamim Pakzad, Shawn Welch

Agenda

- I. **Call to the Order** – *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
- IV. **Motion to Approve Agenda**
- V. **Approval of Minutes** – January 19, 2022
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- VII. **Discussion & Action:** Campus Hot Water Heater
- VIII. **Discussion & Action:** Access Control System
- IX. **Discussion & Action:** MS Roof Refurbish Bid Results
- X. **Discussion & Action:** Refinishing Gym Floors
- XI. **Discussion & Action:** ESSER Funds
- XII. **Discussion & Action:** 2022-2023 Budget
- XIII. **Discussion & Action:** 2021-2022 Graduation
- XIV. **New Business**
- XV. **Old Business**
- XVI. **Courtesy of the Floor to Visitors** - *Visitors should state their name and address.*
- XVII. **Future Meetings** – March 16, 2022
- XVIII. **Motion to Adjourn**
The Saucon Valley School District does not discriminate on the basis of race, color, national origin, age, sex, or handicap

A meeting of the Finance Committee was held on Wednesday, January 19, 2022 in the district Office Conference Room. Present were Finance Committee members Edward Andres, Cedric Dettmar, Dr. Shamim Pakzad and Shawn Welch. Also present were David Bonenberger - Committee Secretary, Susan Baxter, Bryan Eichfeld, Michael Karabin.

- I. **Call to the Order** – 6:05pm *Cedric Dettmar, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
4-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Pakzad, seconded by Director Welch moved to approve the Agenda. Vote: 4-yes, 0-no
- V. **Approval of Minutes** – Director Pakzad, seconded by Director Welch moved to approve the minutes of December 15, 2021: Vote: 4-yes, 0-no
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- VII. **Update: Emergency Connectivity Fund Grant** – Mr. Hanssen informed the committee that the district has been awarded the Emergency Connectivity Fund Grant for the purchase of iPads in the amount of \$817,787.25.

Director Welch, seconded by Director Pakzad moved to send this item to the Board for approval. Vote: 4-yes, 0-no
- VIII. **Discussion & Action – 2022-2023 Budget** - Mr. Bonenberger present the 2022-2023 budget. No action taken.
- IX. **Discussion & Action – 2022-2023 Act 1 Resolution**
Director Andres, seconded by Director Welch moved to send this item to the next Board meeting for approval. Vote: 4-yes, 0-no
- X. **New Business**
- XI. **Old Business** – Director Andres, seconded by Director Welch, moved to approve the hiring of two additional full-time drivers. Vote: 4-yes, 0-no
- XII. **Courtesy of the Floor to Visitors** - None
- XIII. **Future Meetings** – February 16, 2022
- XIV. **Motion to Adjourn**

Director Welch, seconded by Director Andres moved to adjourn the meeting.

7:50 p.m.

**Costars Proposal
Costars # 040-063**

To: Saucon Valley School District	Date: 1/31/22
Address: 2097 Polk Valley Rd	From: Wayne Becker
Hellertown, PA 18055	Phone: (610) 841-9611
Attn: John McCabe	Email: wbecker@comsysinc.com
Phone: 610-248-9890	Proposal #: AAAQ1039
Email: John.McCabe@svpanthers.org	Project: Access Control System Upgrade

Hello John,

I appreciate this opportunity to provide a Costars proposal to upgrade the existing unsupported access control system to a new Genetec District Wide Security Management Network as requested and described herein.

1. PROJECT SUMMARY

1. The existing access control system is no longer supported and must be converted to a new platform.
2. We are recommending the implementation of a Genetec Security Management network that will leverage existing door locking hardware and network connectivity along with new software and controllers.
3. The existing electric door locking hardware can be used with the new controllers and will not have to be replaced.
4. We will connect the new controllers to the existing network using the existing connections.
5. The Genetec software will be program to operate the doors as per the owners' schedules.
6. Existing user credentials will be enrolled into the new software providing a new "clean" user database.
7. We will provide training in the use of the software to designated SVSD staff.
8. Because the Genetec system is software based, it can be expanded in the future to provide connectivity to video camera streams, intrusion panels and license plate recognition cameras as well as other security measures the school district may want to consider.
9. This system upgrade also includes 5 years of Genetec software support!

2. EQUIPMENT LIST

Qty	Manuf.	Description
1	Genetec	Latest Software Version
1	Genetec	Genetec Security Center (GSC) Base Package - Version 5.10 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content respectively.
1	Genetec	Synergis™ Education K12 package which includes: Access Manager support, Remote Security Desk, Badge Designer – Active Directory – Threat Levels – Mobile clients – Desktop clients – Plan Manager Advanced – 1 Synergis™ Education reader connection. Includes Genetec™ Advantage for 1 Synergis™ Education reader connection for K12 – 5 years.

41	Genetec	1 Synergis Education reader connection for K12. Must purchase Synergis™ Education K12 Package (GSCEDU-SY-BASE). Includes Genetec™ Advantage for 1 Synergis Education reader connection for K12 – 5 years.
4	Genetec	Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis™ access control firmware, four RS-485 ports, PoE.
7	Genetec	LifeSafety Power -16DR Mercury, 12V & 24V, 400W max, E4M1 enclosure 24H x 20W x 4.5D
2	Genetec	LifeSafety Power -4DR Mercury system/lock power, 2A/12V & 2A/24V, 75W max, 4 class 2 lock and 8 class 2 aux outputs, E2M enclosure 20H x 16W x 4.5D
9	Genetec	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - no reader connections included. Can be used for SaaS, Education package and replacement
12	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - no reader connections included. Can be used for SaaS, Education package and replacement
200	West Penn	Access Control Composite Cable Plenum

3. PROJECT SCOPE

Access Control Upgrade

KF&S Will	Qty	Description	Location	Notes
Furnish & configure	N/A	Genetec Security Center Software	Server	Customer provided virtual server (VMWare ESXi7)
Remove	9	Existing Access Control Enclosures	Head End locations	
Furnish & install	9	Access Control Enclosures	Head End locations	
Furnish, Configure and Install	4	Synergis Cloudlink	Admin, ES, MS, HS enclosures	
Furnish & install	9	LP1502	Head End locations	Access Control board
Furnish & install	12	MR52-S3	Head End locations	Access Control board
Provide	4 hours	Customer Training	N/A	Training on Genetec Security Center software

Provided by others:

Action	Qty	Description	Location	Notes
Customer to Provide	As needed	120 VAC receptacle	Head End locations	
Customer to Provide	As needed	Network Connection	Head End locations	Must be on same network as Genetec server
Customer to	As	IP Address	N/A	Must be on same network as

Provide	needed			Genetec server
Customer responsible for	As needed	Disposal of old equipment	N/A	Removed existing equipment by KFS to be given to customer

Note: KF&S to reuse existing wiring and access control door hardware. Any deficiencies found during installation may incur additional costs.

4. SYSTEM INVESTMENT

Description	Cost
Costars Materials Total	\$36,069.05
Costars Ancillary Services Total	\$19,330.95
Total Costars Proposal Price	\$55,400.00

Applicable Sales Tax will be charged

5. PAYMENT TERMS

Payment Schedule
<i>Invoice for Materials upon delivery. Due upon receipt.</i>
<i>Progressive billing of balance as services are rendered. Net 20</i>

6. ORDERING AND ACCEPTANCE

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within thirty (30) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section below (which are an integral part of the contract). If the Client signs this Proposal and returns it to Keystone Fire and Security more than thirty (30) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Client Signature

Keystone Fire and Security Signature

Client Print Name

Keystone Fire and Security Print Name

Date

Date

Purchase Order #

Tax Status: Exempt (copy of current certificate required) Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unfair business practice to use this information for competitive negotiations.

7. PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and an excellent return on your investment (ROI). However, to uphold the warranties of the equipment and achieve maximum longevity, managed services and ROI, regularly scheduled maintenance is required. Keystone Fire and Security provides managed services and scheduled maintenance programs for your system that will keep it running smooth and reduce the total cost of ownership.

8. TERMS AND CONDITIONS

1. **AGREEMENT.** This Agreement shall become effective (the “Effective Date”) upon the (i) execution by the customer (“Customer”) identified on the first page of the attached proposal (the “Proposal”) and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire and Security (“Company”).
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation (“System”) and/or equipment (“Equipment”) identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company’s warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional “hazardous material” charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company’s invoice. Company’s prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys’ fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company’s completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer’s receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
 - a. **Stock Items.** All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. **Special Orders.** Specially ordered and “non-stock” Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. **Warranty Returns.** Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer’s repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer’s location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen

difficulties, scheduling difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.

7. APPROVAL AND PERMITS. Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.

8. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.

9. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.

10. TERMINATION. Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.

11. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

12. FORCE MAJEURE. Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

13. LIMITATION OF LIABILITY.

A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including

without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.

B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 14B shall be limited to the fees paid for the particular location giving rise to any claim.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

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

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

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

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

17. INDEMNIFICATION. Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. **If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.** This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

18. **WAIVER OF SUBROGATION.** It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the “premises”), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer’s premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer’s insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer’s insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

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

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

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

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

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

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

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

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

27. **SERVICES NOT INCLUDED.**

a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.

-
- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.
- e. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- f. No provision to exhaust any discharged agent is included in this Agreement.
- g. Should an employee of Company be required to attend a “right to know” session at Customer’s location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

- a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise agreed to in writing by an authorized representative of Company and shall be of no force or effect. No modification of the indemnification, waiver of subrogation or limitation of liability provisions (“scope of liability provisions”) shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company’s rights and Customer’s obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.
- e. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight

carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.

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

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

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

i. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

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

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

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



SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
 827 Lincoln Avenue
 Suite 15
 West Chester, Pennsylvania 19380
 United States

Phone: 610.626.1000
 Fax: 610.626.3000
 Toll free: 800.821.8611
 www.millerflooring.com

BILL TO
Saucon Valley School District
 John McCabe
 2099 Polk Valley Rd.
 Hellerton, Pennsylvania 18055
 United States

john.mccabe@svpanthers.org

Estimate Number: Saucon Valley SD
 2022

Estimate Date: February 7, 2022

Expires On: December 31, 2022

Grand Total (USD): \$13,114.00

Items	Quantity	Price	Amount
<p>** COSTARS</p> <p>COSTARS Contract Pricing: The following pricing is based on CoStars pricing structure. Costars is a Pennsylvania State approved joint purchasing contract. Miller Flooring, West Chester, PA is authorized under CoStars contract number: 005-122 (Janitorial Supplies)</p>	1	\$0.00	\$0.00
<p>**SCREEN & COAT - OIL BASED FINISH</p> <p>Miller Flooring proposes to supply all materials, labor and equipment necessary to complete work as further specified. NOTE: Removal of any protective tape used for this process is the responsibility of the owner.</p> <p>SAUCON VALLEY HIGH SCHOOL MAIN GYM Screen & Coat: Miller Flooring Company will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona US VOC 350 compliant oil modified finish will be applied to the surface.</p>	1	\$4,470.00	\$4,470.00



SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division

827 Lincoln Avenue

Suite 15

West Chester, Pennsylvania 19380

United States

Phone: 610.626.1000

Fax: 610.626.3000

Toll free: 800.821.8611

www.millerflooring.com

Items	Quantity	Price	Amount
**SCREEN & COAT - OIL BASED FINISH SAUCON VALLEY MIDDLE SCHOOL MAIN GYM Screen & Coat: Miller Flooring Company will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona US VOC 350 compliant oil modified finish will be applied to the surface.	1	\$5,645.00	\$5,645.00
**SCREEN & COAT - OIL BASED FINISH SAUCON VALLEY ELEMENTARY SCHOOL MAIN GYM Screen & Coat: Miller Flooring Company will screen sand the floor with abrasive screen discs. The process will remove scuffing and dirt from the surface. The surface will be vacuumed and/or tacked free of dust. Two coats of Bona US VOC 350 compliant oil modified finish will be applied to the surface.	1	\$2,999.00	\$2,999.00
**CLARIFICATIONS Clarifications: The owner is responsible for making sure no soap base or wax coatings have been applied to the floor. The pricing for screen and coat is based on standard work hours. The work will take approximately two days to complete (depending on dry time in between coats) with 72 hours of dry time once the final coat is applied. Pricing does not include: repair work, finishing beneath bleachers, taxes and prevailing wage rates. Owner must supply: proper electric, proper lighting, proper ventilation as needed and security of the gyms during drying period.	1	\$0.00	\$0.00



SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
 827 Lincoln Avenue
 Suite 15
 West Chester, Pennsylvania 19380
 United States

Phone: 610.626.1000
 Fax: 610.626.3000
 Toll free: 800.821.8611
 www.millerflooring.com

Items	Quantity	Price	Amount
**TERMS & CONDITIONS By signing this proposal you accept and agree to the terms and conditions including: a) you have read the Material Safety Data Sheets provided to you for the products that will be used b) Miller Flooring is not responsible for any cross contamination of products c) It is the owner's responsibility to notify MFC in advance the use of any cleaning or other products used on your floor's surface. By signing this proposal you confirm that you have read and completed the attached questionnaire regarding the cleaning products used on your surface. Note: if you do not complete and return the cleaning questionnaire prior to our service, Miller Flooring is not responsible for any adhesion issues which could result in finish peeling on the surface.	1	\$0.00	\$0.00
**TERMS & CONDITIONS (cont'd) The school is required to; remove all equipment, remove all tape (residue from tape), temporary lines from the floor prior to our arrival, access to the school dumpster for debris, use of restroom, 24/7 access if needed. The gym/room must be cleared of all items including carts, equipment etc. on the surface. It is the owner's responsibility to remove any protective tape as a result of this process once completed. Do not resume sports activities until 72 hours after the last coat has been applied. Make sure no carts are rolled on the floor, bleachers are not opened and the floor is not covered for 10 days after the last coating has been applied.	1	\$0.00	\$0.00
**Payment Terms TERMS: payment due upon receipt of invoice. 1.5% per month late fees. No retainage held. Applicable charges added for credit card payments.	1	\$0.00	\$0.00



SCREEN & COAT PROPOSAL

Athletic Surfaces & Equipment

Miller Flooring Co. - Sports Construction Division
 827 Lincoln Avenue
 Suite 15
 West Chester, Pennsylvania 19380
 United States

Phone: 610.626.1000
 Fax: 610.626.3000
 Toll free: 800.821.8611
 www.millerflooring.com

Items	Quantity	Price	Amount
**ACCEPTANCE To accept this proposal and schedule the work, please complete and return the cleaning questionnaire and signed proposal as directed above. MILLER FLOORING MUST RECEIVE BACK THE CLEANING QUESTIONNAIRE PRIOR TO BOOKING A DATE ON THE SCHEDULE. Acceptance of the proposal is inclusive of the terms and conditions, pricing, specifications, payment and conditions as stated above. Return the documents to debbie@millerflooring.com or fax to 610-626-3000.	1	\$0.00	\$0.00

Total:	\$13,114.00
<hr/>	
Grand Total (USD):	\$13,114.00

Notes / Terms
 Thank you.

Agreed & Approved: _____ Date: _____