

CLEAN GAS SUPPRESSION COST for SERVER ROOMS at THS and TMS.

THS:

CINTAS: To pressure test the Server Room and install the clean gas suppression system. **\$30,185.24**

E.C.C.: To integrate the clean gas suppression system into the fire alarm system. **\$3,585.00**

LESSER ELECTRIC: To provide a dedicated circuit for the clean gas suppression system. **\$350.00**

D'AUGUSTINO MECH.: To provide smoke dampers and associated controls for the H.V.A.C. system.
\$4,080.00

TOTAL for THS:

\$38,200.24

TMS:

CINTAS: To pressure test the Server Room and install the clean gas suppression system. **\$27,644.34**

ENERGIZE ELECTRONICS: To integrate the clean gas suppression system into the fire alarm system.
\$3,089.00

LESSER ELECTRIC: To provide a dedicated circuit for the clean gas suppression system. **\$1,500.00**

TOTAL for TMS:

\$32,233.34

COMBINED TOTAL:

\$70,433.58

This cost doesn't include insulating, sealing, or wrapping any open cavities such as open conduit, door sweeps, door frame smoke seal, as well as, an additional door closure for 2nd entrance door at the THS server room. These items will be provided and installed by TUSD 202 staff to ensure the rooms will pass the required gas pressure test.

Semi-annual testing will be required in the future and those costs are not included in this summary.

PROJECT: Turner High School
 2211 South 55th Street
 Kansas City, KS 66106

SUBJECT: Server Room Fire Suppression Upgrade

ITEMIZED COST BREAKDOWN

Quantity	Description	MATERIALS		LABOR HOURS			
		Unit Cost	Extended	Laborer	Tradesman	Superint 15%	Extended
12.00	Hours of Service, Field Measure & Confirm Size Existing Supply & Return Ducts Penetrating the Corridor Wall. Fabricate Lined Duct Extensions for Fire/Smoke Damper Sleeves & Install Mounting Flanges on Sleeves. Return to THS & Install Dampers Over the Existing Duct Openings. Install Supports as Needed & Install Existing Grille on Supply Air Discharge Sleeve. Install 1/2" Hail Screen on Return Air Sleeve. Install Relays, Transformers & Control Wiring As Needed to FSD's Only, Includes Isolation of Existing FCU Mounted in Hallway.	\$ 3.50	\$ 42.00	4.00	8.00	1.80	13.80
1	Lot Electrical Wire Accessories & Mounting Materials	\$ 151.44	\$ 151.44	-	-	-	-
1	Lot 2-Conductor Fire Rated Armored Cable (Red)	\$ 147.24	\$ 147.24	-	-	-	-
1	Lot Isolation Relays & Transformers	\$ 185.10	\$ 185.10	-	-	-	-
1	Lot, (2) Ruskin Model FSD60 Tight Sealing 14" x 12" Fire/Smoke Dampers With 24-Volt Actuators With Freight	\$ 1,750.00	\$ 1,750.00	-	-	-	-
<p>This Does Not Include Any Electrical Power or Control Wiring Associated With the Fire Suppression Panel.</p> <p>This Cost is Based on All Work Taking Place During Standard Business Hours. No Costs Are Included For Any Overtime Labor or Quick Ship Fees Associated with Dampers. Current Lead Time of the Dampers is 4 to 6 Weeks.</p>							
TOTALS			\$ 2,275.77	4.00	8.00	1.80	13.80
A.	MATERIALS COST:		SUBTOTAL:	\$ 2,275.77			
			Overhead: 15.00%	\$ 342.31			
			Profit: 10.00%	\$ 261.81			
			MATERIALS TOTAL:	\$ 2,879.89			
B.	LABOR:		HOURS	RATE			
	General Laborer Regular Hours:	4.00	\$52.75	\$211.00			PROJECT DURATION: (DAYS)
	Tradesman/Mechanic Regular Hours:	8.00	\$67.95	\$543.60			INCREASE: 1.73
	Field/Office Superintendent Hours:	1.80	\$75.35	\$135.63			DECREASE: 0.00
	Project Engineer Hours:	0.00	\$101.15	\$0.00			TOTAL: 1.73
	Total Hours:	13.80	SUBTOTAL:	\$890.23			
			Overhead: 15.00%	\$133.53			
			Profit: 10.00%	\$102.38			
			LABOR TOTAL:	\$1,126.14			
C.	SMALL TOOL & EXPENDABLES CHARGE: (4.0% OF LABOR)			\$45.05			
D.	SUBTOTAL: (A + B + C)			\$ 4,051.07			
E.	SUBCONTRACTORS:		(American) Roofing:	\$0.00			
			Pipe Insulation:	\$0.00			
			Temperature Controls:	\$0.00			
			(Haggard) Hoisting:	\$0.00			
			Electrical:	\$0.00			
			8.0% Markup:	\$0.00			
			SUBCONTRACTOR TOTAL:	\$0.00			
F.	EQUIPMENT: (Trucks, Fuel Surcharge, Permit, Exc.)			\$28.93			
G.	SUBTOTAL: (F + G + H)			\$4,080.00			
H.	TAX:			\$0.00			
I.	TOTAL:			\$4,080.00			

Lesser Electric, Inc.

Topeka, KS 66608

P.O. Box 8244

785-232-5161

info@lesserelectric.com

Quote

Date

Quote #

2/6/2023

1138

Name / Address

Turner USD 202

800 South 55th Street

Kansas City, KS 66106

USA

Description

Total

High School Fire Suppression

Provide material and labor for 1-20amp 120volt circuit for new IT room fire suppression equipment.

Material and Labor

350.00

Middle School Fire Suppression

Provide material and labor for 1-20amp 120volt circuit and conduit for monitoring of new IT room fire suppression equipment.

Material and Labor

1,500.00

Total

\$1,850.00



Energize Electronics, Inc.

***P.O. Box 815, Blue Springs, MO 64013
Phone (816) 220-0665, Fax (816) 228-0660***

DATE: 1-25-23
TO: Turner Middle School
ATTN: Mark Wright
FROM: Bill Britton
RE: Headend Room #119

REMARKS: Cintas is adding a suppression panel to room #119 which needs to be monitored for alarm, trouble & supervisory on the schools EST-3 fire alarm panel.

Energize will provide the three addressable modules, cable, programming and testing with Cintas.

EXCLUSIONS: Tax, permits, PE stamped drawings, conduit & box rough in, suppression panel system, premium time.

TOTAL QUOTE: \$3,089.00



Date: 01/25/23
Version: EQSP_2023_e1_AI v1
Job No: 0

Total:

Job Name: TRUMAN MIDDLE SCHOOL
Filename:

To: TURNER MIDDLE SCHOOL
HEADEND ROOM 119

Attn: MARK WRIGHT

Qty	Cat No	Description	Cat. Sheet #
		Signature Series Life Safety Modules Input Modules	
3	SIGA-CT1	Single Input Module	85001-0241



TO: Turner High School
 2211 S 55th St
 Kansas City, KS 66106
 EMAIL: wrightm@turnerusd202.org
 ATTN: Mark Wright
 PHONE: 913-232-6241
 Re: Clean Agent System Installation

Friday, February 17, 2023

Thank you for allowing us to be of service with your Fire Protection System. We appreciate the opportunity to provide you with a price to perform the work noted below in accordance with the minimum requirements of NFPA codes. The labor to perform the repair is based on performing the work during normal business hours of 7am - 4pm Monday through Friday and the total price does not include tax.

Scope of Work: Install new Novec 1230 clean agent fire suppression system to cover room 18' x 19' x 13' tall one entrance/exit to room with no sub floor and cement floor and ceiling. System designed at 4.5% of Novec 1230 concentration. Install (1) 250 Lb. chemical tank with 184 Lb. fill and all distribution piping and fittings. Install automatic detection (4 smoke detectors), (1) releasing panel, (2) abort switch, (1) key operated disconnect switch, (2) bells, (2) strobes and (2) horn strobes. Test system to ensure proper operation. Reset system and put into service. Customer is responsible for proper sealing of the room in order to pass door fan testing. Janus recommends painting cement floor for proper sealing.

NOTE* This work order does not include tie in of HVAC, power shunt of protected equipment, fire alarm system tie in or other electrical tie in. Does not include any permits as AHJ requirements and costs are unknown. Does include system drawings. Customer is responsible for sealing of room to pass door fan testing. Work order includes door fan testing of room. Customer to provide 120 volt power for new fire alarm control panel.

	TOTAL
Clean Agent System Installation	
Price to Perform Scope of Work:	\$30,185.24

This quotation is subject to the Terms And Condition of Sale – Fire Equipment Goods and Services. This quotation is valid for 30 days, after which prices are subject to change without notice. All services are subject to a Minimum Billing Charge and a Service Charge for on-site service. Cintas will endeavor to give Customer reasonable notification of service due to be performed. However, Customer accepts the ultimate responsibility to be aware of the services required and to schedule that work in a timely manner. Term of agreement to be for a period of one (1) year from the date of acceptance by Customer and shall be renewed each year thereafter without further action by the parties. Agreement may be cancelled by either of the parties upon thirty (30) days written notice.

Exclusions:

Cut, patch or paint of ceilings or walls
 Liquidated damages
 Any equipment or labor not listed in proposal.
 Unforeseen conditions, due to a non-destructive survey.
 Does NOT include after hours or overtime labor by Cintas or subcontractors.
 Does NOT include Fire watch where required or necessary.
 Protecting existing assets left in work area is the responsibility of Customer.
 Does NOT include moving or reinstall of furniture/equip. for required access.
 Does NOT include permits, drawings or any local fees
 Addendum other than those listed above.

Davis Bacon or special wage determination
 Electrical/Alarm work or materials other than specified
 Does NOT include investigating ground fault conditions.
 Assumes existing FACP location (and power) can be utilized.
 Special lifts or scaffolding
 Replacement / work on any fault fire alarm panels.
 Any wire mold or mold fittings
 Does NOT include investigating ground fault conditions.
 Repair of leaks unassociated with work in this proposal
 Work orders over \$5000 require 50% down at time of approval

Additional charges may be incurred outside the exclusions stated above based upon unforeseen repairs discovered on-site.
 With your signed approval below we can schedule immediate response to address your repair needs.
 Thank you, we value and appreciate your business.
 Best Regards,

Shawn Noorlun
 Fire Protection Systems Repair Estimator
 888-889-3074
 noorluns@cintas.com

PLEASE EMAIL OR FAX APPROVAL TO: 855-294-4022

The undersigned accepts this proposal and all its items and conditions as a binding contract subject to the approval of Cintas Fire Protection.

SIGNATURE: _____ DATE: _____
 NAME: _____ TITLE: _____
 COMPANY: _____ PO#: _____

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

- 1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI)...
- 2. Inspection Requirements: The facility owner and/or Customer is required to have the fire protection equipment inspected annually, semi-annually, quarterly, or monthly...
- 3. Limitations of Service/ Customer Responsibility: The equipment owner and/or Customer is responsible for ensuring that their fire protection equipment is properly serviced and maintained.
- 4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern...
- 5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
- 6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment...
- 7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies.
- 8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and is working as designed.
- 9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
- 10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location...
- 11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract.
- 12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences...
- 13. Before commencing the Services, Seller shall secure at Customer's expense all applicable permits, approvals, governmental fees, certificates, licenses, and inspections...
- 14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered.
- 15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOODS AND SERVICES

- 1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgement (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer")...
- 2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence.
- 3. Prices, Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice.
- 4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services.
- 5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality.
- 6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call.
- 7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call.
- 8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications.
- 9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement.
- 10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract.
- 11. Clerical Errors/Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction.
- 12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; temper; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
- 13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgment, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time.
- 14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.
- 15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party.
- 16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller.

Customer Initials: _____ Date: _____



Electronic Contracting Company Inc.
6501 N 70th St.
Lincoln, NE 68507

PO Box 29195
Lincoln, NE 68529

BILL TO

JOB LOCATION

Company: USD #202 - TURNER
Address: 800 S. 55TH ST.
KANSAS CITY, KS 66106

Company: Turner High School
Address: 2211 S 55th Street
Kansas City, KS 66106

Date: 2023-02-18
Sales Rep: Scott Lord
Phone: (816)841-9376
Email: slord@eccoinc.com

Contact: Mark Wright
Phone:

Contact: Mark Wright
Phone:

Expiration Date: 2023-03-20

TITLE

Turner HS - Suppression System Addition

SCOPE OF WORK

Siemens Fire Alarm System

Scope of Work: Electronic Contracting Company will provide, install and test the Siemens Fire Alarm interface to monitor the new suppression system in the IT Room at Turner High School. The installation includes a cable from the Fire Alarm Control Panel to the new fire alarm interface.

EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment *ECC not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

Terms & Conditions

THESE BUSINESS TERMS (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Support Agreement to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
 - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
 - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination.** The Agreement may be terminated by either party if the other party has materially breached the Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice thereof. Upon termination of the Agreement as set forth above, ECC may terminate any and all licenses granted to Client under the Agreement. Furthermore, upon termination of the Agreement for any reason, Client shall pay to ECC within five (5) days of receipt of a final invoice all fees due under the Agreement.
- 8) **Miscellaneous.**
 - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
 - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
 - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement** - This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0
- 10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.)

Payment Terms

Terms Net 30

Subtotal: \$3,585.00
Tax: 0.00
Total: \$3,585.00

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)

SALES REP: Scott Lord SALES REP SIGNATURE: Scott Lord DATE: 2/18/2023
(Print Name)

As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.



TO: Turner Middle School
 1312 S 55th St
 Kansas City, KS 66106
 EMAIL: wrightm@turnerusd202.org
 ATTN: Mark Wright
 PHONE: 913-232-6241
 Re: Clean Agent System Installation

Friday, February 17, 2023

Thank you for allowing us to be of service with your Fire Protection System. We appreciate the opportunity to provide you with a price to perform the work noted below in accordance with the minimum requirements of NFPA codes. The labor to perform the repair is based on performing the work during normal business hours of 7am - 4pm Monday through Friday and the total price does not include tax.

Scope of Work: Install new Novec 1230 clean agent fire suppression system to cover room 18.5' x 32' x 11' tall with slanted ceiling and one entrance/exit to room with no sub floor and cement floor and ceiling. System designed at 4.5% of Novec 1230 concentration. Install (1) 250 Lb. chemical tank with 135 Lb. fill and all distribution piping and fittings. Install automatic detection (3 smoke detectors), (1) releasing panel, (1) abort switch, (1) key operated disconnect switch, (1) bell and (2) horn strobes. Test system to ensure proper operation. Reset system and put into service. Customer is responsible for proper sealing of the room in order to pass door fan testing. Janus recommends painting cement floor for proper sealing.

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TOTAL	
Clean Agent System Installation	
Price to Perform Scope of Work:	\$27,644.34

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Exclusions:

Cut, patch or paint of ceilings or walls
 Liquidated damages
 Any equipment or labor not listed in proposal.
 Unforeseen conditions, due to a non-destructive survey
 Does NOT include after hours or overtime labor by Cintas or subcontractors.
 Does NOT include Fire watch where required or necessary.
 Protecting existing assets left in work area is the responsibility of Customer.
 Does NOT include moving or reinstall of furniture/equip. for required access.
 Does NOT include permits, drawings or any local fees
 Addendum other than those listed above.
 Additional charges may be incurred outside the exclusions stated above based upon unforeseen repairs discovered on-site.

Davis Bacon or special wage determination
 Electrical/Alarm work or materials other than specified
 Does NOT include investigating ground fault conditions.
 Assumes existing FACP location (and power) can be utilized.
 Special lifts or scaffolding
 Replacement / work on any fault fire alarm panels.
 Any wire mold or mold fittings
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 Repair of leaks unassociated with work in this proposal
 Work orders over \$5000 require 50% down at time of approval

With your signed approval below we can schedule immediate response to address your repair needs.

Thank you, we value and appreciate your business.

Best Regards,

Shawn Noorlun
 Fire Protection Systems Repair Estimator
 888-889-3074
 noorluns@cintas.com

PLEASE EMAIL OR FAX APPROVAL TO: 855-294-4022

The undersigned accepts this proposal and all its items and conditions as a binding contract subject to the approval of Cintas Fire Protection.

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: _____

COMPANY: _____

PO#: _____

CINTAS FIRE PROTECTION – SCOPE OF SERVICES

1. Pricing: Seller may increase price for services annually at a percentage rate not to exceed the increase in the Consumer Price Index (CPI). Should Seller choose to increase price in excess of CPI, Customer will be notified prior to time of shipment or delivery of service. Customer shall pay the price in effect at time of shipment or delivery of service. By payment of invoice or acceptance of Cintas' services, Customer acknowledges and accepts the Cintas Fire Protection – Scope of Services and the Cintas Fire Protection – Terms and Conditions of Sale and Lease – Fire Equipment Goods and Services contained herein.
2. Inspection Requirements: The facility owner and/or Customer is responsible for the fire protection equipment inspected annually, semi-annually, quarterly, or monthly, in accordance with NFPA requirements. More frequent inspections may be required by the local authority having jurisdiction. Testing procedures may vary slightly according to NFPA and Local requirements.
3. Limitations of Service / Customer Responsibility: The equipment owner and/or Customer is responsible for ensuring that their fire protection equipment is properly serviced and maintained.
4. Deficiencies or other impairments noted during inspection or testing of fire protection systems and equipment pose an immediate and serious safety concern. The system owner and/or Customer is responsible for ensuring that any deficiencies noted during inspections or maintenance are corrected immediately.
5. In performing maintenance or inspections, all conditions noted by Cintas Fire Protection are limited to only those that could be readily observed at the time of inspection.
6. The inspection services are for the system being inspected only. Cintas makes no warranties or representations regarding the condition or status of other equipment, including but not limited to electrical equipment, interlocks, HVAC equipment, or elevator equipment.
7. The inspection quote is not meant to be an exhaustive review of the fire protective equipment status and as such may not have identified any or all equipment or pre-existing deficiencies. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems at a pro-rata basis.
8. Unless otherwise specified in writing, services do not include a design review or a hazard evaluation. Therefore, performance of test and inspection or repair services in no way guarantees that the system as installed meets all current applicable code standards and/or is working as designed. Observation of deficiencies and suggestions or recommendations for their correction in no way suggests or implies a design review was conducted or that other system deficiencies may not exist. Furthermore, we are not responsible for the condition of the system or any of its components that may require repair or replacement due to age, fatigue, or wear which result from exercising during testing. Deficiencies will be noted and repair and/or correction will be quoted separately.
9. Seller agrees to perform for the Customer the services ("Services") at the Customer's Location set forth in this Contract.
10. Seller acknowledges that the Services may be provided in connection with an existing tenant-occupied building, that Customer shall continue the normal operation and occupancy of the Location, and that such operation and occupancy during the hours Seller performs the Services is of critical importance. Seller shall use its best efforts to minimize any interference with operation of the Location by Customer or the use and occupancy of the Location by Customer's tenants and guests.
11. Seller shall conduct the Services in accordance with a schedule mutually agreed upon between Seller and Customer and consistent with the requirements of this Contract. Seller shall desist immediately from performing the Services in the event that Seller's activities constitute an unreasonable nuisance or interruption in the activities of the Location's occupants. Upon so desisting to desist with the Services, Customer shall contact Seller to re-schedule the Services for a mutually agreeable time. Rescheduled Services may be subject to additional fees.
12. In the event the scope of services includes central station monitoring services, Cintas does not guarantee or warranty that the service supplied will prevent burglary, fire or other occurrences, or the consequences from such occurrences, which the service is designed to monitor, and Customer acknowledges that it is not entering into this agreement with the expectation that Cintas will insure or reimburse Customer or any other person for losses from such occurrences. Customer agrees that Cintas will have no liability for loss or damage to property or for personal injury or death due to any failure of service including, but not limited to the failure in transmission of an alarm to a central monitoring station or by a central monitoring station to others or for interruptions of service because of (a) any failure of Customer's alarm (b) any defective or damaged equipment, device, telephone lines or connecting circuit (c) strikes of Cintas' employees or employees of others, riots, floods, fires, acts of God, or any other causes beyond the control of Cintas or (d) the negligent act or negligent failure to act of Cintas, its employees or agents.
13. Before commencing the Services, Seller shall secure all applicable permits, approvals, governmental fees, certificates, licenses, and inspections, if any, necessary for the proper performance of the Services. Copies of all such permits, approvals, licenses and certificates specific to Location shall be delivered to Customer upon request or as necessary by law.
14. Customer agrees to pay Seller for all Customer-authorized labor and parts necessary to correct any deficiencies discovered. If Customer refuses such service to correct a deficiency, Seller denies any liability if refusal of service results in an ongoing NFPA code violation status. If the failure of Customer to address and correct any defect in the life safety system results in the repetitive addressing of said deficiency by Seller's personnel, any additional cost beyond the normal scope of work, will be charged to Customer as an additional amount to this agreement.
15. Customer agrees to provide access to premises and to permit only authorized Seller agents to inspect, alter, remove, adjust, service, repair and add devices, equipment, or wiring. Seller denies any and all responsibility for work performed by any other vendor. Customer agrees to be directly responsible for reconditioning and other cosmetic repairs to premises necessary due to installation, maintenance, or removal of all or any part of the system.

CINTAS FIRE PROTECTION – TERMS AND CONDITIONS OF SALE AND LEASE – FIRE EQUIPMENT GOODS AND SERVICES

1. Acceptance and Modification. These Terms and Conditions supplement the price quotation, purchase order, contract, agreement or order acknowledgment (collectively the "Contract") entered into between Cintas Corporation or its subsidiary ("Seller") and Seller's customer ("Customer") and is a part of or supplement to such Contract and these Terms and Conditions may not be modified, amended or waived except in writing signed by Seller's duly authorized representative. Seller hereby objects to any additional or different terms or conditions, whether or not material, proposed in Customer's purchase order or in any acknowledgment, supplement or confirmation of the Contract not executed by Seller. Customer agrees that the terms and conditions set forth herein shall govern the relationship between Seller and Customer with respect to the goods and services that are the subject matter hereof, and no other terms and conditions not specifically agreed upon by Seller shall be binding upon Seller. Customer accepts the terms hereof by acknowledging or confirming the Contract, commencing performance, by accepting delivery of goods or services from Seller or by any other means manifesting assent to be bound.
2. Orders. Seller shall use its best efforts to deliver goods as ordered by Customer and to provide services when requested, but as long as Seller acts in good faith and with due diligence. Seller shall not be responsible or liable for any delays.
3. Prices, Taxes and Other Fees. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other taxes imposed by any governmental authority on goods shipped by Seller shall be added to the price to be paid by Customer unless a valid sales tax exemption certificate is furnished to Seller.
4. Service Charges. Service charges are used to help Seller pay various fluctuating current and future costs including but not limited to costs directly or indirectly related to the environment, energy issues, services and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred by Seller.
5. Equipment Exchange. Customer hereby understands and agrees that in servicing Customer's fire equipment Seller intends to exchange Customer's fire equipment for Seller's fire equipment of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's fire equipment so exchanged will belong to Seller and all right, title and interest in Seller's fire equipment so exchanged will belong to the Customer.
6. Credit. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Seller's opinion, Customer's credit becomes unsatisfactory, Seller may, in addition to all other rights and remedies under the Contract and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Seller, Customer agrees to pay all reasonable costs of collection incurred by Seller including reasonable attorneys' fees. Title to all equipment or other goods sold by Seller shall remain in Seller's name until Customer has paid Seller in full. Seller shall retain a security interest in such equipment or other goods until such time.
7. Inspection. Seller strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation or other service call. Seller shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions.
8. Limited Warranty. Because of the great number and variety of applications for which Seller's goods and services are purchased, Seller does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. Customer is cautioned to determine the appropriateness of Seller's goods and services for Customer's specific application before ordering and to test and evaluate thoroughly all goods before use. Seller warrants that title to all goods sold by Seller shall be good and marketable. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE ABOVE SAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SELLER.
9. Cintas not an insurer. Indemnification of Cintas by Customer. Customer agrees that neither Cintas nor subcontractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS AND ITS SUBCONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF CUSTOMER'S SYSTEMS. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. Customer acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of Customer for any losses sustained. CUSTOMER AGREES TO INDEMNIFY AND HOLD CINTAS AND ITS SUBCONTRACTORS HARMLESS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S REASONABLE FEES) AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY. Cintas shall not be responsible for any claims of Customer against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable and shall be indemnified by Customer against all such claims including the claims of any third parties.
10. LIMITATION OF LIABILITY OF CINTAS; LIQUIDATED DAMAGES. Seller's service fees are based on the value of services provided and the limited liability provided under this contract, and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Seller cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur which could be due to the failure of the system or services to work as intended. Seller is not an insurer. If Seller should be found liable for loss of damage due to a failure on the part of Seller or its systems or any fire suppression or alarm equipment, in any respect, its liability to Customer, its agents, officers, directors, employees, or invitees shall be limited to \$1,000.00 as liquidated damages. The provisions of this paragraph apply in the event of loss or damage, irrespective of cause or origin, resulting directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active, or otherwise, of Seller, its agents, or employees. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Seller and obtain a higher limit by paying an additional amount consistent with the increase in liability. As such (1) Customer hereby agrees that the limits on the liability of Cintas and Subcontractors, and the waivers and indemnities set forth in this contract are a fair allocation of risks and liabilities between Cintas, Customer, Subcontractors and any other affected third parties; (1) except as provided in this agreement, Customer waives all rights and remedies against Cintas and Subcontractors including rights of subrogation, that Customer, any insurer, or other third party have due to the losses or injuries Customer or other incur. Customer agrees that were Cintas and its Subcontractors to have liability greater than that stated above, it would not provide the services. Neither party shall be liable to the other or any other person for any incidental, punitive, loss of business profits, speculative or consequential damages.
11. Clerical Errors; Other Contracts. Any clerical errors contained in the Contract or other documents in connection therewith are subject to correction. Customer represents that the Contract does not infringe on any other contract to provide similar goods or services that Customer is a party to.
12. Force Majeure. Seller shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive or any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Seller is unable to overcome.
13. Entire Agreement. The terms and conditions contained herein (and contained on Seller's quotation, specifications, order, acknowledgment, contract, agreement, invoice or other form) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties and any customary terms and conditions of purchase that Customer may establish from time to time. The terms and conditions contained herein may be modified only by a writing signed by both parties. Customer acknowledges and agrees that the terms and conditions contained herein shall be exclusive terms and conditions binding the parties hereto and that any additional, contradictory or different terms contained in any initial or subsequent communication from Customer, including any purchase order pertaining to the goods or services to be provided by Seller are hereby objected to and shall be of no effect. No course of prior dealings between Customer and Seller and no usage of the trade shall be relevant to supplement or explain any terms used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
14. Governing Law; Disputes. The rights and obligations of the parties contained herein shall be governed by the laws of the State of Ohio, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any dispute or matter arising in connection with or relating to the Contract shall be resolved by binding and final arbitration under applicable state or federal law providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other party.
15. Notices. Any notice given pursuant to the Contract shall be in writing and sent by certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth in the purchase order, contract or agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
16. Miscellaneous. Customer may not assign its rights or delegates its performance in whole or in part under the Contract without the prior written consent of Seller and any attempted assignment or delegation without such consent shall be void. If any provision of the Contract or these Terms and Conditions is determined illegal or unenforceable, it shall not affect the enforceability of any other provision or paragraph of the Contract or these Terms and Conditions. In the event any party institutes legal proceedings to enforce its respective rights arising out of the Contract or these Terms and Conditions, the prevailing party shall be entitled to the award of attorney's fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels. (Rev. 12.17.13)

Customer Initials: _____ Date: _____