

**SALEM COUNTY IMPROVEMENT AUTHORITY
RESOLUTION 2022-79**

September 8, 2022

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING UPGRADE AND REPAIR TO THE FIRE SUPPRESSION SYSTEM ON
THE JOHN DEERE 850 BULLDOZER**

WHEREAS, the fire suppression system on the John Deere 850 Bulldozer is broken and outdated and must be upgraded and repaired; and

WHEREAS, quotes were obtained and the lowest quote was from Kistler O'Brien Fire Protection in the amount of \$10,057.00; and

WHEREAS, funds are available in the full amount of the cost of this work same have been certified by the Certifying Financial Officer;

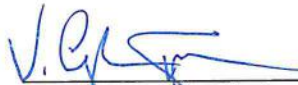
Vendor: Kistler O'Brien Fire Protection

Account Number	Amount	Department Description
60-00-000-400	\$10,057.00	Major Repairs – Equipment & Vehicles

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is authorized to commence work to repair and upgrade the fire suppression system on the John Deere 850 Bulldozer.

ATTEST:


Barry Davis, Secretary


Cordy Taylor, Chairman

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held September 8, 2022.


Barry Davis, Secretary

KISTLER O'BRIEN
FIRE PROTECTION

KOB20220816-47850

2022-08-16

Customer Location

Salem County Improvement Auth

52 Mckillip Road
Alloway, NJ 08001

DAVE FOSTER
856-935-7900
dfoster@scianj.org

Bill To

Salem County Improvement Auth

52 Mckillip Rd, Po Box 890
Alloway, NJ 08001-089052

DAVE FOSTER
856-935-7900
dfoster@scianj.org

Proposal for

- JD 850 SCN to Checkfire 110 Update

Scope of work

Thank you for the opportunity to have Kistler O'Brien Fire Protection provide you with a proposal for your fire protection needs. We pride ourselves on our ability to offer you the best service in our industry at a competitive price. The following is an update that is needed on the following equipment, based on our recent service inspections.

Scope of Work: The fire suppression system on this machine is the old SCN system. This system has been discontinued by the manufacturer and they have updated this fire suppression system to Checkfire 110/210. and has been replaced by the manufacturer with Checkfire 110/210. We will also remove the outdated circuits, control module, cartridges, PAD's and all leads with the updated Checkfire 110 components.

Manufacturer, Model & Type: Ansul SCN fire suppression system upgraded to Checkfire 110

Price Includes: All materials necessary for the above repairs and upgrade of this vehicle fire suppression system. Service labor is between Monday to Friday, 8:00 a.m until 4:00 p.m.

*Please note - due to supply chain issues, material delivery from the manufacturer has been significantly delayed. Keep this in mind when planning out your service.

Thank you!

Clarifications

1. This proposal includes only services and components described here within this document all others are excluded.
2. Customer to supply welding capabilities and personnel to weld on job site, if required
3. If our personnel arrive and are unable to perform this work on date and time requested by customer, an additional amount of \$90.00 per hour, for travel, will be charged.
4. Permit is not included in this proposal price determined by municipality.

Proposal pricing

JD 850 SCN to Checkfire 110 Update

\$ 10,057.90

KISTLER O'BRIEN
FIRE PROTECTION

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LIMITATION OF LIABILITY AND WARRANTY. NO EXPRESS OR IMPLIED WARRANTIES – THE CUSTOMER UNDERSTANDS AND AGREES THAT COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

WAIVER OF SUBROGATION. COMPANY is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of OWNER/CUSTOMER. CUSTOMER agrees to rely exclusively on CUSTOMER'S insurer to recover for injuries or damage in the event of any loss or injury to the premises or 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, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

EQUIPMENT. CUSTOMER understands and agrees that, while COMPANY is performing Services for CUSTOMER, equipment at the Premises may fail or malfunction through no fault of COMPANY and, among other things, water, suppression agent or other material may leak or be discharged. COMPANY assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. COMPANY will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

ATTICS. Attics are excluded from this agreement unless after COMPANY'S investigation and in its sole discretion the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull-down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further, only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of the COMPANY. Any attic deemed safe and accessible must be specifically listed on the front of the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the agreement.

DRY PIPE SYSTEM. CUSTOMER is responsible for locating and/or identifying, in writing to COMPANY, all devices that are not marked, such as dry pipe system low point auxiliary drains and other devices. CUSTOMER is aware that dry pipe sprinkler systems must be drained after each operation of the dry valve to remove water from the system. CUSTOMER is also aware that other sources of water can exist in dry pipe systems in the absence of the operation of the dry valve, e.g. condensation from the air compressor maintaining air pressure in the dry system and temperature changes in the space(s) surrounding the piping. CUSTOMER is aware that residual water left in a dry pipe system may freeze, causing damage to the pipes or other components, and cause water damage to the premises and property therein. During inspection and testing of dry systems, CUSTOMER must provide COMPANY full access to all low point auxiliary drains (drum drips) so that residual water from testing can be drained. CUSTOMER acknowledges their duty to perform regular, proper draining of low point auxiliary drains in accordance with the intervals described in NFPA 25 and otherwise required. If any dry pipe or pre-action systems are included in this Agreement, inspection or testing of proper pitch or slope of the pipe is excluded and outside the scope of this agreement.

TEMPERATURE. CUSTOMER shall ensure that all areas of the building containing water-filled sprinkler pipe or components shall be maintained at a minimum temperature of 40 degrees Fahrenheit. COMPANY is not responsible for assessing or maintaining building conditions including, but not limited to, the heating, cooling, insulation and conditioning of spaces in which water-filled piping is located. Conditions of temperature for water-filled piping are outside the scope of this inspection.

NFPA STANDARDS. CUSTOMER has reviewed and is familiar with the applicable National Fire Protection Association Standard(s) for the inspection, testing and maintenance of Fire & Life Safety Systems in CUSTOMER'S care, and CUSTOMER understands the requirements and consequences of failure to comply with the requirements therein. CUSTOMER shall comply with the requirements of the applicable standard(s). CUSTOMER is responsible for maintaining all fire protection/detection equipment in good, working order as outlined in the applicable NFPA Standards and any and all local rules, codes or standards applicable to the jurisdiction where the system(s) is/are located.

MONITORING. It is CUSTOMER'S responsibility to ensure fire systems are continuously actively monitored.

FIRE WATCH. CUSTOMER understands and agrees to implement a fire watch during anytime their system(s) are out of service or at any time monitoring services are not active for any reason.

SEVERABILITY. If any provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalid or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of COMPANY and the CUSTOMER shall be construed and enforced accordingly.

ENTIRE AGREEMENT. The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the CUSTOMER and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services and/or other requested work.

AUTHORIZATION. The person executing this Agreement on behalf of the CUSTOMER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner or Owner's designee.

CANCELLATION AGREEMENT. After the commencement date, customer shall have the right to cancel this agreement with thirty (30) days written notice. There is a 25% cancellation fee on all contracts.

WE PROPOSE the above Scope of Work for the sum of (Does NOT include applicable taxes):

\$ 10,057.90

ACCEPTANCE OF PROPOSAL. The above price(s), scope of work, conditions, clarifications and included Standard terms and conditions are satisfactory and are hereby accepted.

By: (Please print name)

Signature

Date

Title

Purchase Order Number

Joanne Link
System Sales
484-239-2296
jlink@kobfire.com

Kistler O'Brien Fire Protection representative

KISTLER O'BRIEN
FIRE PROTECTION

KOB20220816-47850

2022-08-16

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS INCLUDED HEREIN.

TERM. Maintenance & Service Inspections. Initial term of this agreement shall be for one (1) year unless specified in the Scope of Work. This contract will automatically renew for the same period unless otherwise agreed to, in writing, between both parties, at least sixty (60) days prior to contract expiration. Company can increase the fees for inspection services not to exceed ten percent annually.

PRICE. This proposal may be withdrawn by Kistler O'Brien if not accepted within ten (10) days. Price is based on work being performed during normal business hours, Monday through Friday (holidays excluded), 7:30 am to 4:30 pm, or as noted above.

TERMS OF PAYMENT. Unless otherwise agreed in writing between both parties, terms are agreed as follows:

Installation-Sprinkler/Fire Alarm/Clean Agent Systems/Off Road. COD or Net 10 days with credit approval. An initial invoice of 30% of the total contract price is required for project mobilization. The balance of payments for technical services, materials and labor will be progressively invoiced as materials are delivered and work is completed.

Installation-Kitchen/Paint Booth Systems. COD or 50% down upon acceptance of proposal/Balance due to technician upon completion of work.

Service. Net cash upon work completion, except where satisfactory open account credit is established by Kistler O'Brien in which case, terms are Net 10 days from the date of invoice.

RESPONSIBILITY OF CUSTOMER. Unless otherwise agreed in writing between both parties, customer agrees extra charges apply and to issue a purchasing document to: a) Pay for any third-party subscriptions required in order to work at their facility, hourly labor charges for each Kistler O'Brien Fire Protection employee who is required to take specialized training, required safety or other types of training (including onsite training, online training and/or the review and/or acknowledgement of any customer supplied documents or materials), drug testing, background checks and certification(s) required for their facility. b) Provide free and reasonable access to the equipment to perform service thereon, c) Provide necessary equipment to reach inaccessible equipment and peripheral devices (i.e. lift) d) Customer is responsible to escort Kistler O'Brien's technicians for any work that needs to be completed within any secure or residential area e) Notify Kistler O'Brien of any asbestos within the building and/or work area prior to any work commencing. If Kistler O'Brien inadvertently encounters asbestos in the performance of services, Kistler O'Brien shall immediately stop work. This work stoppage may result in additional charges to Customer. Kistler O'Brien is not responsible for asbestos abatement. f) Customer agrees that the work site shall comply with the requirements of both the Centers for Disease Controls (CDC) and Occupational Safety and Health Administration (OSHA) as it relates to building safety, work place safety, coronavirus and other epidemic or pandemic safety requirements. g) If Safety PPE is required. Customer shall provide such equipment or Kistler O'Brien will supply and bill additional cost if applicable.

PERMITS, LICENSES, MUNICIPAL & OTHER FEES. Unless otherwise agreed in writing between both parties, Customer agrees to pay for permits, licenses and other fees for Customer facility. Please be aware, some Municipalities and States have been identified as requiring additional fees, per inspection. Licensed by the NY State Department of State license number: 12000212285, PA Contractor Registration number: PA060325.

ADDITIONAL WORK. If additional work is requested above and beyond the Scope of Work (i.e. repair work, emergency service, additional inspection or maintenance services), work shall be performed on a time and material basis at Kistler O'Brien's standard list price, upon Customer approval.

UNFORESEEABLE CONDITIONS/UNFORESEEN CIRCUMSTANCES. Kistler O'Brien will complete the Scope of Work as indicated in this proposal. Any alterations or deviation from the proposed Scope of Work, to include but not limited to any hidden, concealed, environmental, site changes or unforeseeable conditions involving extra cost of material or labor will be performed on a time and material basis at Kistler O'Brien's standard list price, upon Customer approval.

WORK DELAYS. Delays by others or return trips due to customer's inability, for any reason, to provide full access to complete the Scope of Work on the same trip, shall incur additional charges.

FORCE MAJEURE. Kistler O'Brien shall not be responsible for failure to render service due to causes beyond our control including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.

REPORTS. The results of the inspection and/or test shall be detailed on the COMPANY'S then current report form which shall be distributed to the CUSTOMER and any designee of CUSTOMER. CUSTOMER gives permission to Kistler O'Brien to supply inspection and/or test results to any governing Authority requiring such inspection and/or test results be reported to that Authority.

INSPECTION NOTIFICATION. Prior to the COMPANY performing any tests, the CUSTOMER must notify any alarm monitoring COMPANY, the local fire department, and all occupants and tenants.

EMERGENCY/ADDITIONAL INSPECTIONS OR OTHER APPROVED WORK. Additional inspections, maintenance services, repair work or emergency services, requested by the customer, will be furnished at an extra charge and be subject to all terms and conditions of this agreement.

ADDITIONAL EQUIPMENT. In the event additional equipment is installed or the systems are modified after the date of this contract, the annual inspection charge shall be increased in accordance with COMPANY'S prevailing rates as of the first inspection of the additional equipment/modification.

WATER SUPPLY. Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of the CUSTOMER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside the water based fire protection system installed in your facility. Such testing and treatment can be provided pursuant to a separate written agreement.

SCOPE OF INSPECTION. The inspection and testing services provided by this Agreement are designed to determine the functionality of the inspected systems at the time of the inspection/test. The inspection and testing provided under this Agreement does not include: maintenance, repairs, alterations, or replacement of parts or any other field adjustments. COMPANY may choose to offer such services at an additional charge, but is not obligated under this Agreement to do so. The inspection and testing services under this Agreement are not intended to reveal design or installation flaws or code compliance violations. Any observations and suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized. The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection. COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of CUSTOMER'S particular location.

WORK OF OTHERS. COMPANY makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed/modified fire sprinkler/suppression or alarm system(s). COMPANY makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection/suppression or notification equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

INDEMNIFICATION. To the fullest extent permitted by law, CUSTOMER shall defend, indemnify, and hold harmless Kistler O'Brien, its trustees, officers, employees, insurer's, and agents from and against any and all liabilities, claims, demands, causes of action, damages, losses, and expenses, including, without limitation, attorneys' fees, (collectively, "Losses") arising out of or in connection with: (a) any act or omission of Kistler O'Brien or any of its employees, agents or sub providers in the performance of the Services; (b) any breach of or failure to perform any of the terms or conditions of this Agreement by Kistler O'Brien, its employees, agents or sub providers and their employees and agents. CUSTOMER agrees these terms of Indemnification shall extend to any "Losses" brought or claimed against Kistler O'Brien by third-parties.

LIMITATION OF LIABILITY - LIQUIDATED DAMAGES. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of COMPANY to perform any of its obligations hereunder. CUSTOMER does not desire that this contract provide for full liability of COMPANY and agrees that COMPANY shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the inspection, testing and/or system is designed to detect or avert. If COMPANY shall be found liable for loss or damages due to a failure of inspection, testing or equipment in any respect, COMPANY'S liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by the CUSTOMER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the premises, CUSTOMER'S property or the property of others located in CUSTOMER'S premises. No suit or action shall be brought against Kistler O'Brien more than one (1) year after the accrual of the cause of action therefore. In the event any person, not a party to this agreement shall make any claim or file any lawsuit against Kistler O'Brien for failure of its equipment or service in any respect, customer agrees to indemnify and hold Kistler O'Brien harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees. IN NO EVENT WILL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.