

5779

McDONALD LOCAL BOARD OF EDUCATION  
MONDAY, FEBRUARY 9, 2015  
WORK SESSION – 7:00 P.M.  
REGULAR MEETING – 7:30 P.M.  
M.H.S. LIBRARY  
MCDONALD, OHIO 44437

The McDonald Local Board of Education held a Regular Meeting on Monday, February 9, 2015, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Work Session was called to order at 7:00 p.m. and the Regular Meeting was called to order at 7:36 p.m. by President Tom Hart. President Tom Hart called the roll.

Roll Call:

Members Present: Robert Jones, Joe Krumpak, Eric Shehadi  
John Saganich, Tom Hart

Superintendent Ken Halbert and Principals Gary Carkido and David Vecchione were also present. A list of visitors is on file in the treasurer's office.

"Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act."

Pledge of Allegiance

Res. 15-29 Approve agenda for Regular Meeting of February 9, 2015

Mr. Jones moved and Mr. Krumpak seconded  
Yeas: Jones, Krumpak, Shehadi, Saganich, Hart  
Nays: None  
President declared motion carried

5780

Res. 15-30 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Shehadi moved and Mr. Jones seconded, that the McDonald Local Board of Education go into Executive Session at 7:48 p.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
  - 1.        Appointment
  - 2.   X   Employment
  - 3.        Dismissal
  - 4.        Discipline
  - 5.        Promotion
  - 6.        Demotion
  - 7.        Compensation
  - 8.        Investigation of charges/complaints (unless public hearing requested)
- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment
- E. Matters required to be kept confidential by federal law or rules or state statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) A (2) as listed above.

5781

Yeas: Shehadi, Jones, Krumpak, Saganich, Hart  
Nays: None  
President declared motion carried

**Res. 15-31** Adjourn Executive Session

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn executive session and return to the regular board meeting at 9:30 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart  
Nays: None  
President declared motion carried

Recognition of Visitors / Audience Participation – None

**Res. 15-32** Approval of board minutes:

Organizational Meeting – January 12, 2015

Mr. Jones moved and Mr. Krumpak seconded  
Yeas: Jones, Krumpak, Saganich, Hart  
Abstain: Shehadi  
Nays: None  
President declared motion carried

**Res. 15-33** Approval of board minutes:

Regular Meeting – January 12, 2015

Mr. Jones moved and Mr. Krumpak seconded  
Yeas: Jones, Krumpak, Saganich, Hart  
Abstain: Shehadi  
Nays: None  
President declared motion carried

Old Business: any Old Business to bring before the Board – None

5782

New Business:

A. Finance Committee – Joe Krumpak, Chairperson

Res. 15-34 TREASURER'S FINANCIAL REPORT

Treasurer's Financial Report: January 2015

- a. Check Register
- b. Financial Summary
- c. Bank Reconciliation

Upon the recommendation of the district treasurer I move to approve the above financial reports for January 2015.

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Jones, Shehadi, Hart

Nays: None

President declared motion carried

Res. 15-35 SPRINKLER/BACKFLOW CONTRACTS

Resolution to approve the following annual contracts with S.A. Comunale for 2015:

Roosevelt Elementary – Wet Sprinkler Inspection and Backflow Test and Inspection in the amount of \$200.00. (See Exhibit A)

McDonald High School – Wet Sprinkler Inspection, Backflow Test and Inspection, and Fire Alarm Sensitivity Test, which is due in 2015, in the amount of \$1,295.00. (See Exhibit B)

Upon the recommendation of the district treasurer I move to approve the above contracts.

Mr. Krumpak moved and Mr. Saganich seconded

Yeas: Krumpak, Saganich, Jones, Shehadi, Hart

Nays: None

President declared motion carried

5783

B. Personnel Committee – John Saganich. Chairperson

Res. 15-36 SUPPLEMENTAL CONTRACTS – 2014/2015

Resolution to approve the following personnel for supplemental contracts for the 2014-2015 school year:

Nick Canterino – Assistant Baseball Coach, \$1,946.

Bill Ifft – Volunteer Assistant Baseball Coach, \$0.

Dave Evinsky – Volunteer Assistant Baseball Coach, \$0.

Michelle Titus – Assistant Softball Coach, \$1,946.

Chris Rupe – Boys Varsity Assistant Track Coach, \$1,946.

James McGregor – Junior High Boys Track Coach, \$1,622.

John Fields – Girls Varsity Assistant Track Coach, \$1,946.

Jeannette Domitrovich – Junior High Girls Track Coach, \$1,622.

Nicola Accordino – Varsity and Junior High Assistant Track Coach, \$0.

Emily Dolsak – Varsity and Junior High Assistant Track Coach, \$0.

Brian Fedyski – Varsity and Junior High Assistant Track Coach, \$0.

Upon the recommendation of the district superintendent I move to approve the above contracts.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

5784

Res. 15-37 SUPPLEMENTAL CONTRACT – 2015/2016

Resolution to approve the following personnel for supplemental contracts for the 2015-2016 school year:

Matt Vukovic – Varsity Golf Coach, \$2,999.

Upon the recommendation of the district superintendent I move to approve the above contract.

Mr. Saganich moved and Mr. Hart seconded

Yeas: Saganich, Hart, Jones, Krumpak, Shehadi

Nays: None

President declared motion carried

Res. 15-38 PROFESSIONAL LEAVE

Resolution to approve the following personnel for professional leave:

Matt Vukovic – Baseball/Softball Coaches Clinic, (Matt Vukovic and Bill Ifft), Pittsburgh, 1/9-10/15, substitute \$80, registration fee, etc., \$526.64, total \$606.64.

JoMarie Jones – LLI Training (Levelled Literacy Intervention - follow-up, Niles, 1/20/15, substitute \$80.

Dave Vecchione – Title 1 Conference (Paid by Title 1 Federal Funds), Columbus, 3/17-19/15, registration fee, lodging, etc., \$845.

Ken Halbert – Title 1 Conference (Paid by Title 1 Federal Funds), Columbus, 3/17-19/15, registration fee and lodging, \$620.

Diane Fossaceca – Ohio Association of EMIS Professionals, Spring Conference, Columbus, 5/5-6/15, registration fee, etc., \$830.05.

Upon the recommendation of the district superintendent I move to approve the above professional leaves.

5785

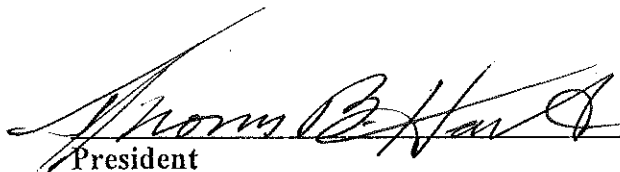
Mr. Saganich moved and Mr. Hart seconded  
Yeas: Saganich, Hart, Jones, Krumpak, Shehadi  
Nays: None  
President declared motion carried

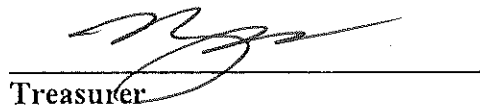
Res. 15-39 Adjournment

Mr. Jones moved and Mr. Krumpak seconded the motion to adjourn the Regular Meeting at 9:31 p.m.

Yeas: Jones, Krumpak, Shehadi, Saganich, Hart  
Nays: None  
President declared motion carried

ATTEST:

  
President

  
Treasurer





# Attn: Treasurer

**S.A. Comunale**

An EMCOR Company

7011 East Market Street

Warren, OH 44484

Phone: 330-856-4440

Email: samantha.grimm@comunale.com

Proposal Number: 2015-65

Proposal Date: 12/1/2014

Revision Number: Rev 0.0

Revision Date:

## PROPOSAL & CONTRACT for INSPECTION

Attention: Pam Baker

Quoted To:

McDonald Elementary School

600 Iowa Ave

McDonald, OH 44437

330-980-1685

pam.baker@neomln.org - emailed 12-4-14

Site Location:

Pam Baker

McDonald Elementary School

410 West 7<sup>th</sup> Street

McDonald, OH 44437

330-980-1685

In accordance with your request, we are pleased to offer the following one year inspection contract and proposal. Our proposal is based on the following inspection(s) performed and the listed scope of work:

<u>Inspection Performed</u>	<u>Inspection Frequency</u>	<u>Equipment Amount</u>	<u>Inspection Price</u>
Wet Sprinkler Inspection	Annual		125.00
Backflow Test and Inspection	Annual		75.00

Total Cost of Inspection Contract / Proposal 200.00

Price And Payment: For inspection of the equipment identified above customer will pay contractor the Annual sum of \$ 200.00. Payment(s) of \$200.00 will be made Annually.

Alternates:

N/A

Scope Of Work:

**Wet Fire Sprinkler System(s) - Annual:** we will visually inspect the hydraulic placard, valve type waterflow switch, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siemese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads, hangers and make any recommendations to areas that appear might be troublesome during cold weather month. We will perform a function test on any alarm pressure switch, valve type water flow switch, valve tamper switch and water motor alarm gong (if applicable). We will perform a main drain test on each wet sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem.

**Backflow Prevention Device(s) - Annual:** backflow(s) will be tested and certified as required by the state water authorities or local water departments. All devices are inside and do not require confined space entry. The owner is responsible for providing the original paperwork for the localities that require such paperwork. Backflows located in a confined space may require additional costs and will be priced in a separate line item.

Exclusions:

- Overtime Or Holidays
- Special Lift Equipment

Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made.

This inspection pricing is based upon a one technician crew from the S. A. Comunale Co., Inc.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable)

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.



TERMS & CONDITIONS

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.
2. **Inspection Report:** Contractor will provide a written inspection report to Customer (and any other parties directed by Customer), which shall include a list of all Equipment inspected, and any recommendations regarding additional services, maintenance, repairs, replacements, alterations or adjustments that, in the judgment of Contractor, should be performed. The recommendations made by Contractor are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property and other damages by indicating obvious defects or impairments noted to the Equipment inspected. Contractor's inspection report shall not be construed as a warranty of the condition of the Equipment inspected, and it is not intended to imply that no other defects or hazards exist in the Equipment. Final responsibility for the condition and operation of the Equipment lies with the Customer. Should the Customer decline additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, Contractor shall be relieved from any and all liability arising therefrom.
3. **Additional Work:** This Contract is limited to Contractor's inspection services only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.
4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the inspection shall be increased by an amount equal to Contractor's then prevailing rates for inspection of Additional Equipment.  
Unless otherwise agreed, Contractor will issue an invoice upon completion of the inspection and payment is due 30 days after completion of the inspection. Contractor shall be under no obligation to perform a scheduled inspection if Customer's account is past due.
5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.
6. **Indemnity:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.
7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.
8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.
9. **One-Year Limitation On Actions: Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venue in Ohio.
10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.
11. **Duration Of Contract And Termination:** This Contract shall remain in effect for ONE year from the date it is entered into and will automatically renew for successive one-year terms with a 6% annual price increase unless written notice of termination by either party is mailed to the other party no later than 45 days prior to the expiration of the then current term. After the Third anniversary of this Contract, either party may cancel the Contract for any reason upon 30 days prior written notice.
12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.
13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.
14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addressees shown above.
15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.
16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.



Acknowledgement:

The Individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The Individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on the \_\_\_\_ day of \_\_\_\_, 2015.

CUSTOMER:McDonald Elementary School

Signature

William A. Johnson

Print Name

Treasurer

Title

CONTRACTOR:S.A. Comunale Co., Inc.

Signature

Samantha Grimm

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:  
Enter Name And Title Separated By Comma - Enter N/A For None.



# Attn: Treasurer


**S.A. Comunale**

An EMCOR Company

7011 East Market Street

Warren, OH 44484

Phone: 330-858-4440

Email: samantha.grlmm@comunale.com

Proposal Number: 2015-86

Proposal Date: 12/1/2014

Revision Number: Rev 0.0

Revision Date:

## PROPOSAL & CONTRACT for INSPECTION

Attention: Tom Amlcone

### Quoted To:

McDonald High School

600 Iowa Ave

McDonald, OH 44437

330-530-2528

Tom.amlcone@neomln.org - emailed 12-4-14

### Site Location:

Tom Amlcone

McDonald High School

600 Iowa Ave

McDonald, OH 44437

330-530-2528

In accordance with your request, we are pleased to offer the following one year inspection Contract and proposal. Our proposal is based on the following inspection(s) Performed and the listed Scope of Work:

<u>Inspection Performed</u>	<u>Inspection Frequency</u>	<u>Equipment Amount</u>	<u>Inspection Price</u>
Wet Sprinkler Inspection	Annual	3	470.00
Backflow Test and Inspection	Annual	2	160.00
Fire Alarm Sensitivity Test		Due in 2015	675.00

Total Cost of Inspection Contract / Proposal

\$1295.00

Price And Payment: For inspection of the Equipment identified above Customer will pay Contractor the Annual sum of \$ 1295.00. Payment(s) of \$1295.00 will be made Annually.

### Alternate:

N/A

### Scope Of Work:

Wet Fire Sprinkler System(s) – Annual: we will visually inspect the hydraulic placard, vane type waterflow switch, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads, hangers and make any recommendations to areas that appear might be troublesome during cold weather month. We will perform a function test on any alarm pressure switch, vane type water flow switch, valve tamper switch and water motor alarm gong (if applicable). We will perform a main drain test on each wet sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem.

Backflow Prevention Device(s) – Annual: backflow(s) will be tested and certified as required by the state water authorities or local water departments. All devices are inside and do not require confined space entry. The owner is responsible for providing the original paperwork for the localities that require such paperwork. Backflows located in a confined space may require additional costs and will be priced in a separate line item. We will inspect from the ground level any exposed sprinkler pipe, fitting, sprinkler heads, hangers and make any recommendations to areas that appear might be troublesome during cold weather month. We will perform a function test on any alarm pressure switch, vane type water flow switch, valve tamper switch and water motor alarm gong (if applicable). We will perform a main drain test on each wet sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the OS&Y valve by lubricating the stem.

### Exclusions:

- Overtime Or Holidays
- Special Lift Equipment
- N/A
- N/A





**TERMS & CONDITIONS**

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fillings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.
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3. **Additional Work:** This Contract is limited to Contractor's inspection service only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.
4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the inspection shall be increased by an amount equal to Contractor's then prevailing rates for inspection of Additional Equipment.  
Unless otherwise agreed, Contractor will issue an invoice upon completion of the inspection and payment is due 30 days after completion of the inspection. Contractor shall be under no obligation to perform a scheduled inspection if Customer's account is past due.
5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.
6. **Indemnity:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.
7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.
8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.
9. **One-Year Limitation On Actions: Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venue in Ohio.
10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.
11. **Duration Of Contract And Termination:** This Contract shall remain in effect for ONE year from the date it is entered into and will automatically renew for successive one-year terms with a 5% annual price increase unless written notice of termination by either party is mailed to the other party no later than 45 days prior to the expiration of the then current term. After the Third anniversary of this Contract, either party may cancel the Contract for any reason upon 30 days prior written notice.
12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.
13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.
14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.
15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.
16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.



Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made. This inspection pricing is based upon a one technician crew from the S. A. Comunale Co., Inc.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable)

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, premises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on the \_\_\_\_ day of \_\_\_\_, 2013.

CUSTOMER:

McDonald High School

William A. Johnson

Signature

Treasurer

Print Name

Title

CONTRACTOR:

S.A. Comunale Co., Inc.

Signature

Samantha Grimm

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:  
Enter Name And Title Separated By Comma - Enter N/A For None.

