

**St. Alban's Episcopal Church
Annandale, VA
Vestry Meeting – June 16, 2020**

Present: Father Jeff, Father Paul, Deacon Theresa, Moira, Kenneth, Rick, Sue, Donna, Nancy, Chris, Kevin, Jane, and Evangeline.

Regrets: Jim and Margaret

Visitors: None.

Reflection: Jane gave a reflection from the 2020 Lenten Devotional of Matthew 5: 43-48 and the reflection written by Kevin Holland on how the reflection relates to many issues that are going on in our world today.

Minutes: The Minutes from the May 2020 Vestry Meeting were reviewed. Rick moved that the Vestry approve the Minutes as amended, Nancy seconded the motion, followed by unanimous approval by the Vestry.

Treasurer's Report: Sue presented the May financials.

- Non-pledge intake is down due to the lack of a weekly collection plate.
- Congregation annual commitment intake is down due to not having in person services. It was suggested that reminders of some sort be used to make parishioners aware of the percentage of funds that are not coming in to the church during this time.
- It was suggested that quarterly statements continue to be sent to parishioners until the pandemic is over.

Rector's Report: Fr. Jeff provided his report via email. (Attached)

Assistant Rector's Report: Fr. Paul noted that he did not submit a report because 95% of his time had been spent producing the services each week. He did note that the youth group summer trip had been cancelled.

Deacon's Report: Deacon Theresa provided her report via email. (Attached)

Senior Warden Report: Moira provided her report via email. (Attached)

Junior Warden Report: Rick noted that a quote had been received from ADT to repair the fire alarm that had been disabled during the power surge. It is still unknown if insurance will cover the repair but the alarm has to be fixed. Only one quote was received (see attached) due to the fact that ADT requires their own system in conjunction with the alarm system. Since the cost of repairs is a substantial amount Fr. Jeff thought the Vestry should approve the amount before the repairs can be made.

- Chris made a motion that \$7,615 be moved from reserves to capital to repair the fire alarm. Rick seconded the motion, followed by unanimous approval by the Vestry.

Committee Reports:

No committee reports were presented.

NEW BUSINESS

Preparing for Phase II Regathering

- The Diocese posted guidelines and a check list for Phase II regathering in church buildings on the Diocese website. No date has been set to when the regathering will start.
- Coaches will be trained by the Diocese to help parishes through this next Phase. Deacon Theresa is being trained to be a coach but will not be a coach for St. Alban's.
- The guidelines and parameters for regathering discuss different aspects that need to be in place before a church can move to the reopening phase if they even choose to move to this next phase.
- St. Alban's will form a committee to review the posted documents and see what St. Alban's needs to do specifically for our church. Members of the congregation and Vestry will make up this committee.
- The Bishop announced today that churches can hold outdoor worship services. For this to take place the church would need to submit a plan on how the service would be conducted and that would need to be approved before services could start.

Next Meeting: Tuesday, July 21, 2020.

Prepared by Jane Lesko

Rector's June Report to the Vestry

- Attended a Communications Committee “meeting” where I discussed with Kevin Holland future possibilities with live streaming our Sunday services. I’ve reached out to a couple of churches that are currently using a system we are considering and will continue researching.
- I’m gathering data for an insurance claim we have filed for damages from the power surge that affected the elevator, power door and fire alarm panel.
- Attended zoom kitchen meetings. We are monitoring the status of the permits that are working their way through the County’s system.
- Worked with Sue to complete an application for a new credit card. Our old credit card was discontinued (essentially without warning)
- Attended virtual clericus.
- Officiated at the burial of George Irish. 11 members of the family and I gathered under a canopy at Fairfax Memorial Park for the brief service. I kept a considerable distance from the group.
- Attended the Black Lives Matter march in Annandale
- Watched an Invite/Welcome/Connect webinar...lost 90 minutes of my life.
- In a phone conversation with Patrick Summers, I informed him that once our PPP funding obligation has ended we will be ending our contract with him (his original contract was for 4 months, and we are essentially on a month-to-month contract now). A few members of the Musician Search Committee will begin identifying organists who are interested in working with us, most likely a month at a time, to program and provide music for our Sunday services.
- I’ve been keeping in contact with Lauren and the Village School staff. They have been meeting in small groups, outside, for the past couple of weeks, and plan to meet indoors (again in small groups) later this week through the end of their school year (two weeks out).
- I “met” with the Parish Life committee via email to let them know that we have not cancelled the parish picnic, but have postponed it.
- Met with Ray Hanlein to discuss the use of anti-microbial material on all door handles, door knobs and push bars. Ray and I inventoried every door to determine how much material we would need to purchase (and Ray has volunteered to fund this project). If you’re interested in finding out more about the material, please check out www.nanoseptic.com.

Deacon's Report to the Vestry

June 2020

Community Outreach/Engagement

- Began planning for Belvedere Elementary School Backpack Program. There is a new contact at the school and our St. Alban's team is experiencing major shifts.
- Planned a meeting with Moira Skinner and Ken Youngert (Vestry Outreach liaison) for Friday, June 19.
- Continued to communicate with the Food Distribution team and respond to requests for decisions as needed. Stayed in touch with volunteers regarding their sense of safety and availability.
- Coordinated nomination for FCPS recognition of Patrick Rosas, the Poe after-school counselor.
- Attended a Fairfax County Interfaith Clergy Council meeting with the Fairfax County Chief of Police, the Independent Police Auditor, and chair of the Citizen's Review Board.
- Participated in the Episcopal Justice Assembly of the Poor People's Campaign.
- Attended Black Lives Matter vigil at Alexandria Police Department.

Pastoral Ministries

- Held Caregivers' Session on Zoom. These continue to be well-attended.
- Communicated with the Nursing Home Worship team members about the staff members and large number of residents who have died at Annandale Healthcare Center. I will offer a prayer service online for those who would like an opportunity to mourn and pray together.

Formation/Education

- Met with a parishioner to discuss possible options for a response on racial justice and anti-racism.
- Met with the Rev. Lucretia Mann and began planning to propose an adult formation program offered by the Episcopal Church.
- Developed a resources document on race, racism, and racial justice for St. Alban's.

Liturgy

- Preached for Pentecost Sunday.
- Participated in planning meetings with Fr. Jeff and Fr. Paul.
- Recorded portions each Sunday's service.
- Participated in the creation of a 12-hour diocesan-wide Prayer Vigil for Justice, Reconciliation, and Peace. Led a half-hour prayer service for St. Alban's.
- Attended Morning Prayer services Monday through Friday.

Other

- Complete training as a coach for the diocesan re-entering process (invited by Bishop Jennifer).
- Attended Festival of Homiletics (virtually), a cross-denomination preaching conference and preaching sessions through VTS.
- Attended Bishop's clergy webinars.
- Attended Clericus.
- Attended parish social hour and coffee hour.

Senior Warden's Report for June 16, 2020 Meeting

- Attended online Kitchen Committee meetings on 6/1/20, 6/8/20, and 6/15/20.
- Attended online daily morning services and weekly Sunday worship.
- Hosted Sunday Coffee Hour on 6/7/20.
- Sent out sign-up lists for committee liaisons and reflection.
- Sent out Vestry parish call lists.
- Emailed, called, or sent a letter to each person on my list.
- Consolidated results of results received to date.
- Entered and deposited parishioner pledges/checks received on 6/5/20.
- Reviewed, formatted, and sent out the June prayer list for the Intercessory Prayer Group.

"Our Business is Protecting Yours"

Project Sales Agreement

Prepared For: St Albans Episcopal Church

St Albans Episcopal Church

Phone: 703-256-2966

Email: info@stalbandsva.org / jshalles@stalbandsva.org

Address: 6800 Columbia Pike Annandale, VA 22003

Prepared & Submitted By:

Matt Fetherolf

Phone: 301-363-1804 Date Prepared: 6-4-20

Cell: 571-395-0603 Proposal No: 258261

Email: mattfetherolf@adt.com Page 2 of 7

PROJECT AGREEMENT

By and Between

Red Hawk Fire & Security St Albans Episcopal Church

12240 Indian Creek Ct, Suite 120 6800 Columbia Pike

Beltsville, MD 20705 Annandale, VA 22003

(Hereinafter "Seller") (Hereinafter "Customer")

Proposal ID: 258261

Project Name: St Albans Episcopal Church FA Retrofit

Project Address: 6800 Columbia Pike Annandale, VA 22003

PROJECT

TIME SENSITIVE: Due to the uncertainty of material prices, we will be unable to honor this quotation after thirty (30) days.

BASIS OF PROPOSAL: Customer requested pricing for the replacement of the Fire Alarm Control Panel that is no longer produced and service repair parts are not available.

SCOPE OF WORK: Supply and install a new Gamewell/FCI S3 Fire Alarm Control Panel and remote annunciator to replace the existing one for one. All existing field devices will remain in place and will be connected to the new FACP.

OUR PRICE INCLUDES THE FOLLOWING:

- Complete and detailed submittal booklets (up to 6 included)
- NICET Stamped drawings if required
- Installation and field connection labor for the following:
 - o Fire Control Panel
 - o Remote LCD Annunciator
 - o Existing Digital Alarm Communicator Transmitter
- System programming and testing Labor
- Permit, plans review, or fire marshal inspection fee's
- Sales Taxes
- Full One Year Warranty

OUR PRICE EXCLUDES THE FOLLOWING:

- Multiple sets of submittal booklets & shop drawings due to phased permitting
- Labor before or after normal ADT Commercial business hours, weekends or holidays
- Professional engineering stamped drawings.
- Central station monitoring and associated fees.
- Patching or painting
- Fire watch services

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The cost for the Fair Chase HOA project is \$7,615.00 and includes applicable taxes.
Please see Addendum A - Schedule of Equipment.

Notes:

- 1. Pricing is valid for 30 days from the date of this proposal.*
- 2. Any changes made by the customer or the AHJ (Authority Having Jurisdiction) will be handled with a change order.*
- 3. A preexisting conditions test is not included in the price of this proposal and can be added at an additional cost if requested.*
- 4. It is assumed that the field devices, NAC panels and wiring are all in good working condition at this time. The FACP should be trouble free prior to the start of the panel replacement unless the trouble showing will be corrected with the installation of the new panel.*
- 5. Any issues that are found after the new system is installed will be handled with a change order that must be approved prior to the additional work being completed.*
- 6. All areas must be accessible and ready for pretesting once the new system is installed and again when the fire marshal is scheduled for the final test and inspection.*
- 7. ADT Commercial appreciates the opportunity to provide our quotation for this project. Our quote is subject to our standard terms and conditions attached and incorporated herein. The parties agree to negotiate mutually acceptable*

terms upon contract award and ADT Commercial will make good faith efforts to comply with prime requirements. However, ADT Commercial cannot be bound by any prime contract documents until we have reviewed and confirmed its specific acceptance. If you have any questions or require additional information, please do not hesitate to contact me. Page 4 of 7

Proposal ID: 258261

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. PAYMENT: As a condition of performance, payments are to be made as follows: The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a Twenty Five Percent (25%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

2. TAXES: The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

3. WORK HOURS:

Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM

Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

4. INSTALLATION CONDITIONS:

Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the

work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

5. TIME AND MATERIALS SERVICE WORK / CHANGE ORDERS

In the event that Seller is asked by Customer to perform additional work, e.g., on a time and materials basis or per change order, during the duration of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller premium rates in effect at the time the work is performed.

6. INDEMNIFICATION: Seller agrees to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this Agreement but not to the extent caused by others.

7. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to

the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the Agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

8. GENERAL: (a) This Agreement, and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller

9. WARRANTY:

Proposal ID: 258261

Any equipment provided by the Seller will be warranted for a period of One (1) Year from the date of the equipment or replacement

Parts are installed by Seller. Notwithstanding the foregoing, labor provided by Seller on any physical security equipment specified on the Schedule of Equipment attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller. Any equipment provided by the Seller will be warranted for a period of one (1) year from the date the equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND EQUIPMENT PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts:

(a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not waive its right to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of

God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

12. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR

ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

13. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

14. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

15. COMMERCIAL ITEMS: Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

16. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. Attorneys' fees and other legal costs may be assessed. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

17. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

18. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a

court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term,

Condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Page **6** of **7**

Proposal ID: 258261

19. SUBCONTRACTING: Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

20. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

21. Price Adjustment Clause Proposal: Customer agrees that the availability and price of certain Materials and Commodities ("Materials") worldwide, including but not limited to, oil, gasoline, steel, aluminum, wire and plastic products can be extremely volatile. Seller's pricing for this contract is competitive and has allowed for a reasonable escalation of Materials costs. Customer agrees however, that should the cost of Materials exceed five percent (5%) above the current cost to Seller, Seller may supply a change order in writing or by e-mail for the increase in the cost of Materials as described above and the Customer agrees to approve and agree to pay the change order in writing or by email in no more than (10) ten calendar days of the email being sent to Customer. Further, the Parties agree that notwithstanding anything stated to the contrary in the governing terms and conditions, when circumstances as described above so require, CUSTOMER AGREES THAT IN THE EVENT CUSTOMER FAILS TO ACCEPT AND APPROVE THE CHANGE ORDER WITHIN (10) TEN CALENDAR DAYS AFTER SELLER SENDS IT, SELLER WILL PROCEED, KEEP RECEIPTS OF ALL COSTS AND ADD THE INCREASE AS WELL AS A TEN PERCENT (10%) ADMINISTRATIVE FEE TO ITS' NEXT INVOICE TO CUSTOMER.

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: ADT Commercial

And if sent by the Seller to the Customer, shall be addressed as follows: Attn:

SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.

ADT Commercial

Proposed By: Matt Fetherolf Accepted By:

Matt Fetherolf 6-4-2020

Account Representative

Date

Date

Purchase Order

Accepted By:

Date

James K. Rabush

General Manager, ADT Commercial Page 7 of 7

**Addendum A- EQUIPMENT
INVENTORY QTY**

DESCRIPTION

1 Addressable Fire Alarm Control Panel
Addressable Fire Alarm Control Panel w/Integral Dialer
Conventional Fire Alarm Control Panel w/Integral Dialer
Audio Equipment Cabinets
Graphic Annunciator Panels
1 Alpha-Numeric Annunciator Panel
Custom Graphic Display
Remote Power Supplies
Digital Alarm Communicator / Transmitter
System Printer
Firefighter's Telephones Jacks
Manual Pull Stations
Manual Pull Station Covers w/Integral Horns
Manual Pull Station Covers w/o Horns
Weatherproof Manual Pull Stations
Smoke Detectors
Heat Detectors
Duct Detectors
Carbon Monoxide Detectors
Tamper Switch Monitoring Connections
Flow Switch Monitoring Connections
Generator Connections
Pressure Switch Monitor Connection
Fire Pump Connections
Kitchen Hood Monitoring Connection
Strobes
Weatherproof Strobes w/Back Boxes
Bells
Bell Strobes
Weatherproof Bell w/Back Box
Horn Strobes
Mini Horns
Weatherproof Horn Strobes w/Back Boxes
Speakers
Weatherproof Speakers w/Back Boxes
Speaker Strobes
Weatherproof Speaker Strobes w/ Back Boxes
Elevator Recall, Shunt Trip and Fire Hat Connections
Spare Parts as required per the fire alarm specification listed above