



**Materials, Services, Facilities and Technology Fee
Fiscal Year 2016-2017 Budget Request Form***

DUE: Friday, January 15, 2016 @ 5:00 P.M.

Please return completed requests via email to gina.matibag@csuci.edu

If you have questions about this form, please contact Gina Matibag at (805) 437-3320
For additional information please consult the MSFT web page.

Project or Activity Title: Bell Tower Second Floor Classrooms Refresh & Aliso Autoclave Steam Generator

Name of organization requesting funds: Facilities Services Date: 1/19/2015

Requestor: Guy Spevak Contact Phone Number: (805) 437-3778 E-mail:
guy.spevak@csuci.edu

Amount of MSFT Funding Requested: \$91,811.00

Date Funding Needed by: 6/30/2016

Will you receive funds from any other source(s)? NO

If yes, please detail amount requesting from other source(s) as well as your total request for fiscal year 2015-2016 (including request from MSFT).

Has this project or activity previously received MSFT funding?

Yes, Bell Tower Second Floor Classroom Interior Refresh

Please describe how the use of MSFT funds for this project or activity will benefit the CI student body.

Please provide the following in your application. You may attach additional pages and materials (applicants may be requested to meet with the committee to discuss proposals):

1. **Brief Project Description.** Describe the project and its benefits to the educational or co-curricular experience of students at CI. Please provide specific information about how MSFT funds will be used and their impact on the campus. Please describe how this project benefits CI students? Please describe items and provide justification if your request includes the purchase of computers, equipment, furniture or other materials. Please provide a timeline for implementation of the proposed project. If physical improvements are requested please describe need, scope and impact of work to be

completed. If the project includes provision of services please indicate the type of service, personnel costs and level or quantity of service to be provided with project funds.

2. **Project/Activity Budget.** Please enclose a complete detailed budget of the entire project. Indicate (in **bold**) specific items of requested MSFT funding including (where applicable) a schedule and priority of project items to be considered if the project is funded at a reduced level. Were other, less costly, approaches considered when preparing the budget for the project? Are there elements that could be eliminated or deferred if funding is not available for the entire project?
3. **Project Assessment.** Describe how the effectiveness of the project will be assessed and measures that will be used to determine if it has attained its objectives. Please note a report will be due at the end of the semester (or fiscal year for annual projects). If funded, how will the project acknowledge the use of student funds so that students are aware that their student fees made (or helped to make) it possible? If appropriate, indicate how the project or activity promotes sustainability at CI.
4. **Sources of Project Support.** Please list the other sources of funding, and additional support for the activity. If this project or activity has been conducted previously please indicate how it was funded. Please explain if MSFT is the only source of support for the project.

Fiscal Management: Project sponsor's unit or department may be responsible for incurred over and above what is funded through the MSFT. If support is requested for costs beyond initial award, or for use on activities or materials not included in approved proposals, the project sponsor must seek approval from the MSFT committee. The project sponsor will be responsible for managing purchases and transfers of funds related to approved projects.

Please review MSFT web page for information about the fund and its objectives before submitting your application.

<u>Guy Spevak</u> Requestor	_____ Signature	_____ Date
<u>Wesley Cooper</u> AVP	_____ Signature	_____ Date



1/15/2016

To: MSFT Committee

Ref: Bell Tower Second Floor Classrooms Refresh & Aliso Autoclave Steam Generator

Dear Colleagues;

The information to follow describes the areas identified to be included in the interior refresh program for the Bell Tower Core and Aliso Hall autoclave steam generator replacement.

The scope of work for the Bell Tower Core consists of removing and replacing carpet, vinyl baseboard replacement, patching and painting the walls (to the new standard color “Cottage White”), replacing damaged window screens, replacing damaged mini blinds with new roller shades, installation of chair rails to prevent future wall damage and refinishing classroom doors. These finishes are over 14 years old and are at the end of their useful life cycle. We started refreshing classrooms on the second floor of the Bell Tower Core and are requesting funding to continue on with this effort by refreshing rooms 2515 through 2688. These improvements will dramatically improve the learning environment for our students by providing a more comfortable atmosphere while eliminating the deterioration to our interior finishes, which ultimately protect the structure of the buildings.

The campus is moving away from supplying steam to buildings on campus. Therefore, the installation of a small steam generator will produce enough steam to run the two autoclave machines used in the sterilization process for the science labs in Aliso Hall. It would be necessary to remove the old out dated steam return lines. Install new electrical circuit and disconnect for this equipment.

Here is an example of a typical before and after classroom refresh:





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The below examples show the current state of classroom finishes – entrance doors are in need of refinishing, there is stained and worn carpet throughout; walls finishes are failing, damages have occurred due to the need of chair rail and window screen material has pulled away from the majority of the frames allowing insects to enter the spaces.





The needs for each room are listed below along with an estimate for the repair; please see the attached estimate sheet for a break down of all unit costs.

BT 2515



Priority 1

Replace carpet, patch / paint, replace damaged window screens, replace roller shades, refinish door and install chair rails.

ESTIMATE: \$18,865.24

BT 2688



Priority 1

Replace carpet, patch / paint, replace damaged window screens, refinish door and install chair rails.

ESTIMATE: \$10,830.29

Aliso Hall Steam Autoclave



Priority 1

Steam elimination project in Aliso Hall to replace the steam autoclaves into electric equipment.

ESTIMATE: \$21,364.00



BT2572



Priority 2

Replace carpet, patch / paint, replace damaged window screens, and refinish door.

ESTIMATE: \$14,169.70

BT 2582



Priority 2

Replace carpet, patch / paint, refinish door, and replace damaged window screens.

ESTIMATE: \$13,432.87

BT 2598



Priority 2

Replace carpet, patch / paint, refinish door, and replace damaged window screens.

ESTIMATE: \$13,148.91



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The total estimate for this project is \$91,811.00. We would plan to publicize these improvements along with the funding source on our blog, the FS newsletter and post project boards with pertinent information in the hallways adjacent the classrooms being refreshed and Aliso Hall labs. This proposal has been built so that the committee can easily remove scope and deduct items as desired.

For your consideration, unit pricing has been added to the estimate sheet for white boards and projection screens.

Thank you,

Guy Spevak, Operations Project Manager for Facilities Services

MSFT - BELL TOWER 2ND FLOOR CLASSROOM REFRESH

BELL TOWER 2515 CR

	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	TOTAL
QUANTITY	1301	1731	3	3	2	3		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 960.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 120.00	\$ 60.00	\$ 200.00	\$ 3.00		
MATERIAL COST	\$ 3,903.00	\$ 865.67	\$ 2,880.00	\$ 45.00	\$ 50.00	\$ 324.62		\$ 8,068.29
LABOR COST	\$ 5,204.00	\$ 4,328.33	\$ 360.00	\$ 180.00	\$ 400.00	\$ 324.62		\$ 10,796.95
TOTAL	\$ 9,107.00	\$ 5,193.99	\$ 3,240.00	\$ 225.00	\$ 450.00	\$ 649.25		\$ 18,865.24

BELL TOWER 2572 CR

	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	TOTAL
QUANTITY	1220	1677	0	2	2	0		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 400.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 60.00	\$ 60.00	\$ 200.00	\$ 3.00		
MATERIAL COST	\$ 3,660.00	\$ 838.28	\$ -	\$ 30.00	\$ 50.00	\$ -		\$ 4,578.28
LABOR COST	\$ 4,880.00	\$ 4,191.42	\$ -	\$ 120.00	\$ 400.00	\$ -		\$ 9,591.42
TOTAL	\$ 8,540.00	\$ 5,029.70	\$ -	\$ 150.00	\$ 450.00	\$ -		\$ 14,169.70

BELL TOWER 2582 CR

	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	TOTAL
QUANTITY	1139	1620	0	2	2	0		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 400.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 60.00	\$ 60.00	\$ 200.00	\$ 3.00		
MATERIAL COST	\$ 3,417.00	\$ 809.98	\$ -	\$ 30.00	\$ 50.00	\$ -		\$ 4,306.98
LABOR COST	\$ 4,556.00	\$ 4,049.89	\$ -	\$ 120.00	\$ 400.00	\$ -		\$ 9,125.89
TOTAL	\$ 7,973.00	\$ 4,859.87	\$ -	\$ 150.00	\$ 450.00	\$ -		\$ 13,432.87

BELL TOWER 2598 CR

	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	TOTAL
QUANTITY	1132	1615	0	2	2	0		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 960.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 60.00	\$ 60.00	\$ 90.00	\$ 3.00		
MATERIAL COST	\$ 3,396.00	\$ 807.48	\$ -	\$ 30.00	\$ 50.00	\$ -		\$ 4,283.48
LABOR COST	\$ 4,528.00	\$ 4,037.42	\$ -	\$ 120.00	\$ 180.00	\$ -		\$ 8,865.42
TOTAL	\$ 7,924.00	\$ 4,844.91	\$ -	\$ 150.00	\$ 230.00	\$ -		\$ 13,148.91

BELL TOWER 2688 CR

	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	TOTAL
QUANTITY	812	1368	0	4	2	3		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 960.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 60.00	\$ 60.00	\$ 90.00	\$ 3.00		
MATERIAL COST	\$ 2,436.00	\$ 683.89	\$ -	\$ 60.00	\$ 50.00	\$ 256.46		\$ 3,486.36
LABOR COST	\$ 3,248.00	\$ 3,419.47	\$ -	\$ 240.00	\$ 180.00	\$ 256.46		\$ 7,343.93
TOTAL	\$ 5,684.00	\$ 4,103.37	\$ -	\$ 300.00	\$ 230.00	\$ 512.92		\$ 10,830.29

Material	\$	24,723.39
Labor	\$	45,723.62
GRAND TOTAL	\$	70,447.01

TOTALS	CARPET (SF)	PAINT	ROLLER SHADES	WINDOW SCREENS	REFINISH DOOR	CHAIR RAIL	SPECIAL WORK	
QUANTITY	5604	8011	3	13	10	6		
MATERIAL PER UNIT	\$ 3.00	\$ 0.50	\$ 400.00	\$ 15.00	\$ 25.00	\$ 3.00		
LABOR PER UNIT	\$ 4.00	\$ 2.50	\$ 60.00	\$ 60.00	\$ 90.00	\$ 3.00		
MATERIAL COST	\$ 16,812.00	\$ 4,005.31	\$ 2,880.00	\$ 195.00	\$ 250.00	\$ 581.08		\$ 24,723.39
LABOR COST	\$ 22,416.00	\$ 20,026.53	\$ 360.00	\$ 780.00	\$ 1,560.00	\$ 581.08		\$ 45,723.62
TOTAL	\$ 39,228.00	\$ 24,031.84	\$ 3,240.00	\$ 975.00	\$ 1,810.00	\$ 1,162.17	\$ -	\$ 70,447.01

	TOTAL	
PRIORITY 1	\$	29,695.53
PRIORITY 2	\$	40,751.48
		\$70,447.01



Electro-Steam Generator Corp. • 50 Indel Av. • Rancocas, NJ 08073
c/o ARS ENTERPRISES, Inc.
12900 Lakeland Rd. • Santa Fe Springs, CA 90670
800-RELY-ARS [735-9277]; www.RELY-ARS.com

August 25, 2015

Michael D. Mahoney
California State University Channel Islands
One University Drive
Camarillo, CA 93012

Proposal No.: HSE0815-AQ1

Thank you for your interest in Electro-Steam Generator products available from ARS/Beverly Pacific and ARS/Swash Systems divisions of ARS Enterprises. The quality parts and care used in manufacturing these generators will provide you with many years of reliable service. Most of these steam generators can be shipped to you within two weeks of placing an order. Electro-Steam products are economical to run, safe to use, and come with a one year warranty on all parts and a five year warranty on the chamber.

Electro-Steam's generators meet the highest possible standards including ASME Code for Miniature Boilers and National Board of PVI Shop Inspections. Electro-Steam generators are UL and CSA approved and feature automatic, simple installation, and easy maintenance.

Advantages of Electro-Steam generators include:

- Standard Stainless Steel Cabinet and Electrical Panel
- No boiler room or flue needed
- Lower Insurance rates
- No Fuel to burn
- No Fumes
- No Long, Hot Steam Lines
- Minimum Ventilation Required
- 98% Efficiency

Our knowledgeable sales and service staff is ready to assist you with any questions or concerns you may have. Electro-Steam strives to ensure the continued efficient operation of its products. Feel confident that you have made a good decision when you buy an Electro-Steam generator. You will receive an affordable, reliable, and safe unit that will exceed your expectations.

Parts and Warranty Support at Electro-Steam is second to none. With a competent parts department staff, your needs can be met with a simple phone call or email to Electro-Steam or to ARS. Electro-Steam stocks a million dollar inventory of spare parts from the smallest screw to a complete chamber for your unit; we have what you need on hand. Many parts are available in CA at ARS. Most parts orders will ship on the same day as ordered to keep your down time at a minimum. NEXT DAY shipping is also available for most items.

Please note that you will be invoiced by Electro-Steam for your order except for accessories which will be invoiced by ARS. Thank you for the opportunity to work with you.

Glenn Caster, Sales Representative

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller is based on these Standard Terms and Conditions.

DOMESTIC TERMS

TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Invoices will be submitted when the equipment, part, service is supplied. Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. NOTE: Terms pending credit approval.

INTERNATIONAL TERMS

TERMS: Advanced payment (wire transfer, credit card, or cash in advance) or confirmed letter of credit.

TAXES: No taxes of any kind are included. All prices herein and/or contracts shall be subject to increase without notice by the amount of present or future sales or excise tax levied or charged, either by Federal, State or any other assessing agency.

CHANGES: Changes made after fabrication has begun shall be submitted in writing, signed by Buyer. Buyer agrees to pay the cost of any changes. The specifications and prices are subject to change without notice.

CLAIMS: Title passes to the Buyer upon delivery to the carrier, unless otherwise indicated. Safe delivery is the responsibility of the carrier. Damaged merchandise, if accepted, should be noted on the delivery receipt and on the freight bill before acceptance of shipment. Make claim promptly.

LOCAL CODES: All steam boilers are built in accordance with ASME miniature boiler codes. NOTE: It is the responsibility of the installer to conform to any state or local codes. If further inspection following modifications by the installer is required under state and local codes it is the responsibility of the local installer.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

WARRANTY: Seller warrants that the equipment, service, software, repair or parts supplied shall conform to the description. In the event that any part or parts, excepting expendable items such as, but not limited to, coil liners, thermocouples, refractories and other similar consumable items, that fail due to defects in material or workmanship within the first twelve (12) months of startup of equipment or eighteen (18) months after shipment, whichever occurs first, or in the case of service, repairs, or parts, within twelve (12) months of supplying such service, repair or part, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. If the equipment, service, repair or part included software, Seller warrants, for a period of twelve (12) months of startup or eighteen (18) months after shipment, whichever occurs first, that the software supplied or serviced will meet its published functional specifications. Should software fail to meet the specifications, or be otherwise defective, Seller shall promptly correct errors or non-conformities. If correction is not possible, Seller shall replace defective software, or, at Seller's option, refund the purchase price paid for such software. The warranty obligations of Seller with respect to equipment not manufactured by Seller shall conform to and be limited to the warranty actually extended to Seller by its suppliers. Notice of a claim for alleged defective equipment must be given within fifteen (15) days after Buyer learns of the defect. The defective part or parts shall be returned to Seller, freight prepaid, unless otherwise directed by Seller. This warranty shall be exclusive and in lieu of any other warranties and Seller makes no warranty of merchantability or warranties of any other kind express or implied, including any implied warranty of fitness for a particular purpose which extend beyond the warranty as set forth above. Seller's liability for any and all losses and damages to Buyer resulting from defective parts of equipment shall in no event exceed the cost of repair or replacement, EXW of defective parts or equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

PATENT INDEMNITY: Seller agrees to indemnify Buyer against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Purchaser. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT. Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Purchaser's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Purchaser's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process. Where the specifications, process, design are supplied by Purchaser, then Buyer agrees to indemnify Seller in like manner.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in

created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHETHER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. THE BUYERACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYERAT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.

INSURANCE: Buyer represents that they have a program of Insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

U.S. EXPORT CONTROLS: All items furnished by Seller to Buyer in connection herewith shall at all times be subject to the export control laws and regulations of the U.S. including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations. Buyer agrees and give assurance that no items, equipment, materials, service, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

FREIGHT TERMS: F.O.B. Factory. Unloading and transportation to job site are at the Buyers expense.

INSTALLATION: No installation or job supervision charges are included.

RETURN OF MATERIAL: No goods will be accepted for return without a return authorization number from the factory. A 25% restocking fee is charged on returns, freight prepaid.

FORCE MAJEURE: If the performance of any part of this contract by Seller is rendered commercially impracticable by reason of any strike, fire, flood, accident, or any other contingency, the non-occurrence of which was a basic assumption of this contract including war, embargo, government regulation, or any unforeseen shutdown of major supply sources or other like causes beyond the control of Seller such as cannot be circumvented by reasonable diligence and without unusual expense, Seller shall be excused from such performance in whole or in part to the extent that it is prevented and for as long a period of time as these conditions render Seller's performance commercially impractical.

LAW: This Agreement shall be governed by the internal laws of the State of New Jersey, USA, and any claims arising hereunder shall be prosecuted in the US District Court having jurisdiction of causes arising in the District in which Seller is located. CISG (the Convention for the International Sale of Goods) is expressly rejected.

ARS ENTERPRISES, INC. TERMS AND CONDITIONS OF SALE

1. **Acceptance.** Some of the terms set out herein may differ from those in your ("Buyer's") purchase order or other documents sent to ARS ENTERPRISES ("ARS or Seller") and some may be new. This offer may be accepted only on the terms set out herein. Buyer's acceptance of delivery of all or any part of the goods or services covered hereunder shall constitute Buyer's acceptance of the terms and conditions of sale contained herein and any terms or conditions proposed in Buyer's purchase order or other documents sent to Seller which are inconsistent with or in addition to those contained herein are objected to by Seller and it is agreed between Buyer and Seller that any such terms will not become part of the contract. If Buyer treats this as a counteroffer, Buyer may accept it only on the terms set out herein and acceptance of delivery of all or part of the goods or services covered herein shall constitute such acceptance as set forth hereinabove and terms in Buyer's purchase order or in addition to those set forth herein will not become part of the contract.
2. **Price; Terms of Payment.** Prices for the goods and/or services do not include any applicable packing, destination charges or taxes applicable to the sale or use of the goods, all of which shall be borne by the Buyer. Buyer's account is due and payable as per the terms set forth on the proposal or ARS invoice. If no payment terms are so stated, payment shall be due, in full, on the date the invoice is received by Buyer. If Seller does not receive full payment when due, Buyer will pay to Seller a service charge at the rate equal to the lesser of one and one-half percent (1.5%) per month (18% annual percentage rate) or at the maximum applicable legal rate. Any service charge received by Seller which exceeds the foregoing shall be a) applied to the unpaid principal balance of Buyer's account, or b) if there is no such balance, refunded to Buyer upon request of Buyer. Additionally, if Seller does not receive full payment within thirty (30) days of when due, the Buyer's account will automatically be placed on a COD basis. In the event an outside collection agency is engaged to collect past due balances, cost of collections shall be borne by the Buyer.
3. **Shipping; Installation.** All sales and shipments shall be F.O.B. Santa Fe Springs, CA unless otherwise stipulated in an ARS proposal, and title to the goods, risk of loss, and other risks shall pass to Buyer upon delivery of the goods to the carrier, which carrier may be selected by ARS but shall act as Buyer's agent. Uncrating, setting in place, assembly, connection and any and all other installation of the goods shall be the sole responsibility of the Buyer, unless specifically contracted to ARS within the purchase order.
4. **Accompanying Warranty; Disclaimer**
 - a) ARS issues separate written warranties in connection with the sale of some of its goods and services. In the event that the goods subject hereto are covered by such a warranty, Seller will deliver the warranty to Buyer concurrent with shipment of the goods, provision of services, or upon completion of installation, if contracted for, and such separate written warranty will set forth the only warranties by ARS concerning the goods and/or services sold to Buyer pursuant to the Invoice. In the event that Buyer is not given such a separate written warranty, there are no express warranties concerning the goods. In either event, the provisions of subparagraph 4(b) below (and the other provisions hereof) are applicable to the goods and/or services sold to Buyer hereunder.
 - b) UNLESS THE GOODS SUBJECT HERETO ARE COVERED BY A SEPARATE WRITTEN WARRANTY, AS REFERENCED IN SUBPARAGRAPH 4(a) ABOVE, ARS MAKES NO WARRANTIES CONCERNING THE GOODS OR SERVICES. IN ADDITION, UNLESS THE GOODS ARE COVERED BY SUCH A SEPARATE WRITTEN WARRANTY, THE FOLLOWING PROVISIONS ARE ALSO APPLICABLE TO THE GOODS OR SERVICES: DESCRIPTIONS OF GOODS HEREIN OR DESCRIPTIONS OR SAMPLES OTHERWISE FURNISHED TO BUYER ARE FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS OR SERVICES; SUCH DESCRIPTIONS ARE NOT PART OF THE BASIS OF THE BARGAIN AND DO NOT WARRANT THE NATURE OR QUALITY OF THE GOODS. THE GOODS ARE SOLD TO THE BUYER AS IS AND SELLER DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS, OWING TO FAILURE OF THE GOODS OR SERVICES OR ANY PART THEREOF EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Any goods replaced under this paragraph will be subject to the terms of this paragraph 4.
 - c) If the goods covered hereby consist of an ARS manufactured item or replacement part thereof, such goods should only be used by a qualified operator and only pursuant to the provisions of the ARS Operator's Manual or ARS Service/Operator's Manual. The Operator's Manual and Service/Operator's Manual should be delivered to Buyer concurrent with the delivery of the goods or upon completion of the installation, if specifically contracted to ARS within the purchase order. If Buyer does not then receive the Operator's Manual or Service/Operator's Manual, Buyer agrees to obtain one from an ARS representative and further agrees not to operate the goods covered hereby without complying with its provisions.
5. **Indemnification.** Buyer agrees to indemnify and hold Seller and Seller's officers and agents, harmless from and against all loss, liability, cost, damage or expense whatsoever incident to any claim, action or proceeding against Seller or any officer or agent of Seller, (a) arising out of the design of the goods if furnished per Buyer's specifications, (b) relating to the installation, maintenance, use or operating of the goods by Buyer or on Buyer's behalf, or (c) based on an allegation that any of the goods or any parts thereof sold hereunder, if furnished per Buyer's specifications, infringe on any patent, trademark or copyright applied for or issued as of the date hereof.
6. **Statements are Opinions not Warranties.** BUYER AND SELLER AGREE THAT ANY STATEMENTS AND REPRESENTATIONS MADE BY SELLER WERE ONLY SELLER'S OPINION, WERE NOT A PART OF THE BASIS OF THE BARGAIN, AND ARE NOT WARRANTED TO BE ACCURATE. BUYER AND SELLER AGREE THAT IF ANY STATEMENT MADE BY SELLER IN THIS AGREEMENT OR OTHERWISE IS CONSTRUED AS AN AFFIRMATION OR PROMISE, IT SHALL NEVERTHELESS NOT CONSTITUTE A WARRANTY THAT THE GOODS WILL CONFORM TO THE AFFIRMATION OR PROMISE.
7. **Waiver of Strict Construction Rule.** BUYER WAIVES THE BENEFIT OF ANY RULE THAT DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST SELLER AND AGREES THAT THE DISCLAIMERS IN THIS AGREEMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SELLER.
8. **Delays.** ARS shall be excused for delays of any obligation on its part herein caused by Buyer, strikes, government regulations, catastrophes of nature, and other similar or dissimilar conditions beyond ARS' control.
9. **No Authority of Agent to Warrant.** No agent, employee, or representative of Seller has authority to bind Seller to any oral or written (except these terms and conditions) affirmation, representation, promise, or warranty concerning the goods, as set forth in paragraph 12 hereof, unless such affirmation, representation or promise is contained in this document, or unless Buyer receives a separate written warranty as described in paragraph 4 hereof which contains such provisions, it is not enforceable by Buyer.
10. **Headings.** The subject headings of the paragraphs and subparagraphs of this agreement are included for purpose of convenience only, and shall not effect the construction or interpretation of any of its provisions.
11. **Breach of Contract.** Buyer and Seller shall have those remedies afforded each other by the California Commercial Code which are not inconsistent with the terms and provisions set forth herein. If any default in the payment of the obligations hereunder or if any other breach of this agreement by Buyer occurs, then Seller or its agents or assigns are hereby authorized to take possession of, and remove the goods subject hereto whether such goods are located on Buyer's premises, or elsewhere, without, to the maximum extent permitted by applicable law, demand or notice any kind or liability to Buyer for trespass or other causes of action connected with such retaking of the goods.
12. **Entire Agreement.** This document, and the invoice together with, any separate written warranty concerning the goods (as referenced in paragraph 4(a) hereof) and the Operator's Manual or Service/Operator's Manual referred to in paragraph 4(c) hereof, are the complete and exclusive statement of all the terms of the agreement between Buyer and Seller and all the representations of the parties. This contract shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. No other terms, conditions or understandings, whether oral or written, shall be binding upon Buyer or Seller unless hereafter made in writing, and signed by the party to be charged. If any term or provision herein is held to be unenforceable, the remaining terms and conditions will continue in full force and effect.
13. **Applicable Law; Choice of Forum.** this agreement shall be governed by and construed in accordance with the laws of the State of California. Buyer agrees to the jurisdiction of any state or federal court located in the State of California and waives any obligation to venue or objection based on forum non conveniens with respect to any action instituted hereunder.
14. **Attorney Fees.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this agreement, or because an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

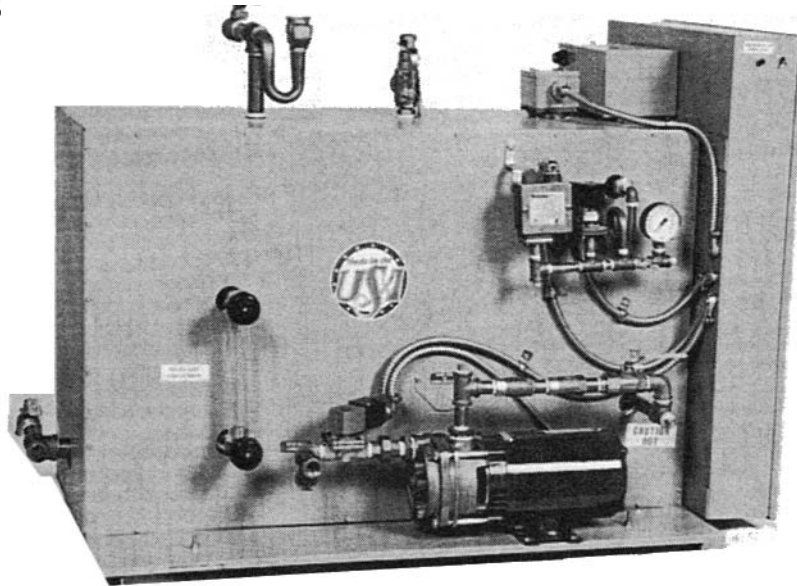


ALL ELECTRIC STEAM A.S.M.E. Package Generators

**Schedule 40
Carbon Steel
or
316L Stainless
Steel**

**“LB” SERIES
40, 50, 60**

CE
CERTIFICATION
AVAILABLE



- EFFICIENT • VERSATILE • COMPLETE SAFETY • QUALITY STEAM
- ECONOMICAL • EASY TO SERVICE • CONSERVES ENERGY & WATER

Simple To Install-Operate

Supplements/Replaces In-House Steam

• Delivered as Complete Package as shown in photo. Requires only city water, electric line service and drain line connections.

• Small and Compact - Sizes from 4 BHP to 6 BHP (40 KW-60 KW) in both low and high pressure steam. (0-15 PSI), (0-30 PSI), or (0-100 PSI).

• Design Features - Immersion type resistance heating elements with flange mounting for positive sealing and easy maintenance.

• Fully Automatic - All necessary controls, valves and regulators included. Operates with single on-off switch.

Ideal For Many Requirements:

- Process Steam • Remote Area Steam • Standby Steam
- Critical Area Steam • Off Season Steam

The Perfect Answer For Many Applications

WHEREVER STEAM IS NEEDED ...

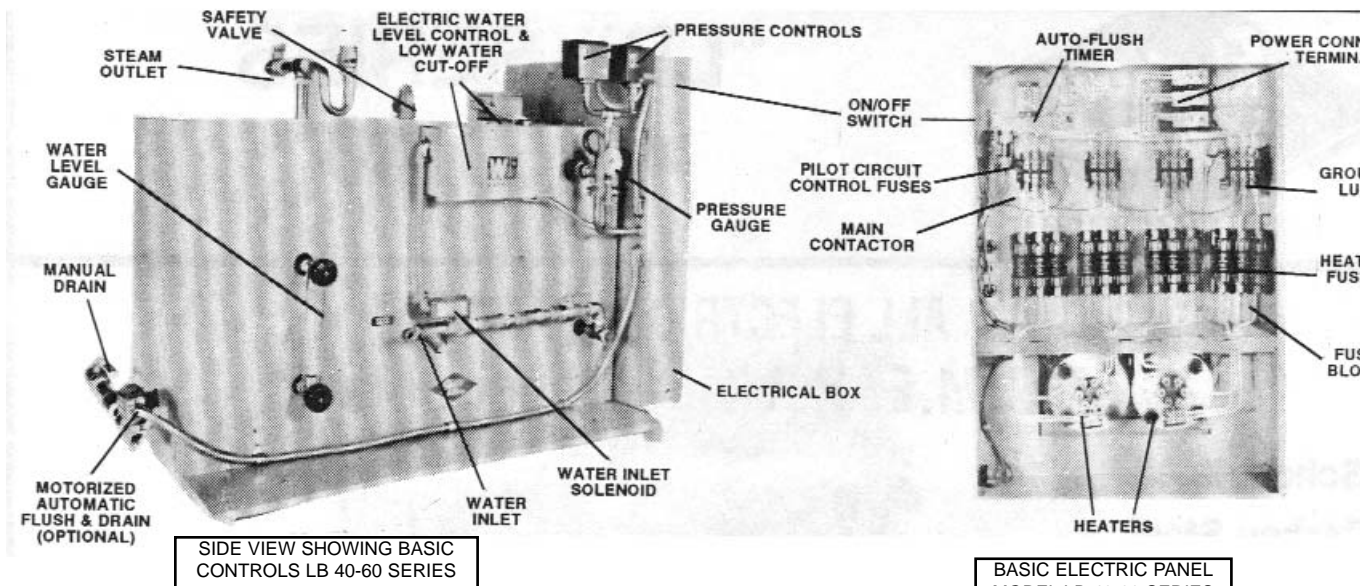
- Food Processing / Kettles / Cooking
- Bakery Ovens & Proof Boxes
- Clothing / Textile
- Concrete Industry
- Chemicals / Plastics
- Laboratories / Pilot Research
- Solvent Recovery

- Industrial Processes
- Power Plants
- Printing Plants
- Steam Baths

OPTIONS AVAILABLE

- 316 - 316L Stainless Steel • Explosion Proof • Indirect Steam
- Automatic Flush & Drain System • Condensate Return System
- Sanitary Fittings • CE Certification

TECHNICAL DATA & SPECIFICATIONS (LB SERIES) ELECTRIC STEAM GENERATOR



MODEL NUMBER		LB-40	LB-50	LB-60
Electric Rating	KW	40	50	60
Developed Boiler Horsepower	BHP	4.0	5.0	6.0
*Steam Capacity (from & at 212°F)	LB/HR	138	173	207
Gross BTU Output (100% Rating)	BTU/HR	133,900	167,500	201,000
Number of Sections	Units	2	2	2
Diam. Steam Header (Per Section)	Inches	5	5	5
Diam. Water Header (Per Section)	Inches	10	10	10
DIMENSIONS**				
Height, Overhaul (Including Fittings)	Inches	33	33	33
Length, Overhaul (Including Fittings)	Inches	50	50	50
Width, Overhaul (Including Fittings)	Inches	26	26	26
Amperpage 30/220V	AMPS	105	132	157
Water Inlet	Inches	3/8	3/8	3/8
Steam Outlet High	Inches	3/4	3/4	3/4
Shipping Weight H.P. Model	LB	500	500	500
Shipping Weight L.P. Model	LB	425	425	425

SUGGESTED SPECIFICATIONS

The Fully Automatic All Electric Steam Generator as called for under requirements of this specification shall be as manufactured by The Electro-Steam Generator Corporation or equal and shall meet all of the following requirements:

- Generator shall be constructed under the A.S.M.E. Power Code - Section 1 Part PMB (Miniature - 100 lbs. P.S.I.)
- Each generator shall be shop inspected and stamped by a National Board of Boiler and Pressure Vessels authorized inspector.
- HEATING ELEMENT CONSTRUCTION- Nicrome 80-20% wire rod with with compacted Magnesium Oxide, Sheathed in an Incoloy (stainless) tube. Entire element is silver-brazed into a removable flange fitting.
- U.L. & C.S.A. LISTING - shall cover complete Electric Steam Generator Package with all electric controls mounted on generator - not acceptable with U.L. & C.S.A. on electric controls only.
- Standard boiler trim plus combination water and pump controller- adjustable steam pressure control.
- All equipment and controls shall be mounted and wired as a complete single package requiring only city water connection, drain line and electric line service at point of installation.

ADVANTAGES OF ELECTRIC STEAM

- INSTANT STEAM - "Push Button" Steam in less than 10 minutes.
- SAFETY FIRST**
 - NO open flame
 - NO fumes
 - NO combustible fuel
 - NO fuel storage
 - NO long hot steam lines
 - Completely automatic
- LOWER INSURANCE RATES
- NO HEAT - Radiates little or no heat, making it ideal for crowded areas, air-conditioned rooms, etc.
- ELIMINATES - Normal boiler installations - no chimney - no long steam lines - no enclosures just connect to electric service, drain line and city water line.
- 96% EFFICIENCY.
- HIGH QUALITY - Steam at all times; ideal for use, where heavily saturated - "wet" steam has caused difficulties.
- INSTALLS WHERE YOU WANT STEAM - Locat generator next to point of use.

ELECTRICAL SPECIFICATION - ALL MODEL

- STANDARD UNITS** - AC - 208-240/120 volts, 60 cycle, 3 phase or 440-480/120 volts.
- SPECIAL ELECTRICAL REQUIREMENTS** - 380 or 550 volts-50 cycle - etc. special order upon request. SPECIFY CURRENT CHARACTERISTICS (voltage cycle-phase).

****Note No. 1**
All units require an additional 18" of floor space (length) for ideal plumbing connections and service

****Note No. 2**
All units require an additional 36" clearance at at front for opening of electric panel boxes and servicing of electric heaters.



ELECTRO-STEAM GENERATOR CORP.
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