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BROKEN ARROW, OK 74012
918-258-9666
OK LICENSES #AC62, 242

WWW.APSFIRECO.COM

June 21, 2021

Quote # 621210

RE: Muskogee County Courthouse Fire Alarm System Replacement Installation

APS FireCo is pleased to provide our proposal for the Fire Alarm System for the above referenced project.

Fire Protection Work Included:

Systems – Included in this proposal is the replacement of the existing fire alarm system.

General – This proposal is based upon the building being constructed as shown on drawings provided by Jeff Smith.

Building – Our proposal is predicated on the entire improvement area being fully protected by a fire sprinkler system.

System Clarifications and Scope of Work:

Note: No allowance has been made for design variations in excess of NFPA standards, which may be requested by the AHJ, architect, general contractor, owner or insurance agency/ underwriter.

Scope of Work – We will remove the existing fire alarm system and all non-required smoke detectors and replace the system with a nonproprietary fire alarm system. We will install one new fire alarm panel, one new remote annunciator, control and monitor relays, pull stations, required smoke and heat detectors only, horn strobes and strobes, booster power supplies, emergency backup power batteries, wire as needed and radio monitoring system including one year of central station monitoring service. We will remove one sprinkler head from the server room on the first floor and install one new heat detector to supervise this room. We will provide the required fire alarm permit, design drawings and submittals, certificate of insurance, final inspection with AHJ, one year of central station monitoring and a one-year installation warranty.

Option 1 Scope of Work – Replace all existing non-required smoke detectors with new detectors. This option allows you to keep all the smoke detectors located throughout the building as your preference since they are not required according to the Oklahoma State adopted 2015 IBC building codes.

Working Drawings/Submittals – Working drawings for the system described herein will be prepared and forwarded to the Oklahoma State Fire Marshal for review.

Electric Alarms – Supervision of water flow and tamper switches is included. Monitoring switches are furnished on control valves and are not included in this proposal.

Freight and Handling – We will deliver materials to the jobsite and do all local handling.

Electronic Computer Files – This proposal is based on APS receiving DWG/AutoCAD Electronic Drawing Files at no cost.

Working Conditions – This proposal is based on installation being made from finished, unobstructed concrete floors using ladders or man lifts at APS's option. Our Safety program has been developed to comply with OSHA CFR1926 subpart M (Fall Protection) as it is written. Our proposal does not include the cost of 100% fall protection as it relates to ladders or scissor lift. If it is your requirement to provide 100% fall protection our price will be adjusted accordingly.

Overtime Work and Non-Working Hours- This proposal is based on all work being performed during normal working hours. If it is deemed necessary by the owner or general contractor to perform work during non-working hours, the cost would be charged as an extra to the contract price.

Standard Agreement – This proposal constitutes the contract between the parties until and unless it is replaced by a new document signed by the parties.

Fire Protection Scope - Work Excluded:

Bonding – The costs of bonds are not included in this proposal. Should bonding be required, the cost of such bonds will be added to the contract price.

Underground Work – All underground work, underground conduit is excluded.

Conduit – All conduit in excess of code requirements is excluded.

Roof Insulation or Liner Panel – We have not included any hanger attachments to accommodate a roof insulation or other vapor barrier/ liner panel that will conceal the bottom of the Z purlins.

Wiring – We do not include high voltage (over 50 volts) electrical wiring necessary to place specified electric alarms in service in accordance with manufacturers, underwriters and code requirements.

Alarms – Fire alarm system integrated with security system, duct detectors, damper controls, HVAC controls or supervision, generator wire, cellular dialer and phone lines, door holders/maglocks, voice evacuation system, fire watch services and remote alarm panel installation.

Lift Equipment/Scaffold – Lift equipment and scaffolding are excluded, we will provide the necessary ladders to perform this work. Lift equipment for high ceilings in courtrooms to be provided by client.

Patching and Painting – Repair of any wall or ceiling penetrations required to complete this installation is excluded and will not be the responsibility of APS FireCo.

Combustible Materials– No allocation has been included to accommodate exposed combustible materials above ceilings.

Dust Control – Temporary enclosures, filtration systems, or any other required dust control measures are to be completed by the client. We will coordinate all dust-producing activities to assure the appropriate measures are being taken.

Fire Protection Price:

Our price for this installation, as detailed in the above specification is:

Fifty-Three Thousand Five Hundred Fifty Dollars.....\$53,550.00*

*Price does not include sales tax for the \$20,760.00 of material included in quote.

Option 1.....\$16,440.00*

Total including Option 1.....\$69,990.00*

Payment Terms:

Progress payment applications will be presented monthly for work completed to date with payment expected 30 days from date of application. This application will indicate work completed in each of the following categories:

- Design Drawings
- Material
- Installation Labor


Final payment is due 30 days after presentation of project close-out documents.

If I can be of further assistance, please contact me at 918-991-5408.

Respectfully submitted,
APS FIRECO

JC Whitney

JC Whitney
Service Sales Manager
Lic #A9618 & #1420
918-991-5408
Jc.whitney@apsfireco.com



Attest _____
Member _____
Member _____
Chairman _____
day of Nov 2021

If this proposal is acceptable, and you would like APS FireCo Tulsa LLC, dba APS FireCo to perform this work, please provide your name, company name, title, date and signature below. Your signature as an officer or legal representative of the Company/Owner/Contractor listed below is a contract agreement between the Company/Owner/Contractor and APS FireCo for performance of the work listed above. The Terms & Conditions within this proposal apply. *Please note, unless you are a current, established customer with APS FireCo, a new/updated Credit Application must be completed and approved for work to commence.

Company/Owner/Contractor Name

Date

Keith Hyslop

Officer or Legal Representatives Signature

Keith Hyslop

Print Name

Title

APS FIRECO TERMS AND CONDITIONS OF SALE

1. APS FireCo and/or affiliated companies (hereafter "APS FireCo"), sets forth the terms and conditions of its sale to its Customer. The Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any terms and conditions which appear on Customer's purchase order or other related documents. No failure of APS FireCo to object to any terms and conditions contained in any communications from Customer shall be construed as a waiver of the terms and conditions stated in this document or as an acceptance by APS FireCo of any such other terms and conditions.
2. Prices quoted are good for thirty (30) days and require completion within one (1) year of the date of quote unless otherwise specified in writing. The price quoted by APS FireCo may not include all applicable taxes and fees such as Federal, State, County, City, Sales, Excise, Import/Export taxes, plan review, or building permits. The price quoted does not take into consideration economic and regulatory decisions that may impact the price quoted; e.g. Federal, State, County, City governments, and Authorities Having Jurisdiction, and other unforeseen and/or mandated variable expenses. Customer agrees to pay or reimburse APS FireCo for all such or similar fees as may be incurred. APS FireCo reserves the right to increase its quoted material prices based on governmental act, government imposed tariff, embargo, strike, and other market conditions beyond the reasonable control of APS FireCo which increase the costs of materials.
3. Modification of the materials and/or services proposed by APS FireCo will result in a change to the quoted price. Customer agrees to pay for any increased cost of materials and labor in the event that modifications to the proposal are requested by Customer or if otherwise required through no fault of APS FireCo. Additionally, APS FireCo may increase prices either upon notice to Customer or annually to reflect increases in material and labor costs.
4. Prices are based on all work being performed during a normal five (5) day, forty (40) hour work week, from 8:00am to 5:00pm local time with one (1) hour lunch. Work performed outside of normal working hours will be charged a premium.
5. Customer will be progressively invoiced based upon Customer's receipt of materials and as additional design and/or installation work is completed. Standard payment terms shall be net thirty (30) days from date of invoice. If the net invoice amount owing is not paid when due, any unpaid amounts will thereafter bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum) until paid or, alternatively, at the highest annual interest rate to which APS FireCo and Customer could legally agree. In the event that Customer fails to pay any sums owing when due, Customer agrees to pay all costs of collection, attorney fees and expenses incurred by APS FireCo in connection with pursuing and collecting such unpaid sums. APS FireCo retains a security interest in all products sold to secure payment of all sums which may become due from Customer. If requested, Customer shall execute all required documents, including but not limited to financing statements, to protect APS FireCo's security interest.
6. APS FireCo warrants the workmanship of its labor performed with respect to the installation of any equipment for a period of one (1) year from the date of substantial completion of installation. Written notice of any claim related to the workmanship of APS FireCo installation work must be made in writing to APS FireCo within one (1) year of the date of substantial completion or will not be covered. With respect to any claim alleging a defect in installation workmanship, APS FireCo's sole obligation shall be to correct, at its own expense, any item of labor which was not performed in a workmanlike manner to the best of its ability at the time the claim is made by the Customer. APS FireCo disclaims any other warranties, whether express or implied by fact or law, with respect to the workmanship of its labor and the Limited Warranty provided for in this numerical paragraph shall be the sole warranty obligation of APS FireCo.
7. APS FireCo provides products and component parts which are manufactured by others and which will not be subject to any independent warranties by APS FireCo. Such products and component parts are subject only to the limited warranty or warranties, if any, which are available to APS FireCo or its customers from the manufacturer and which may be passed on to Customer by the manufacturer. No other independent warranties, express or implied by fact or law, are offered or made by APS FireCo on any products or component parts manufactured by others. Upon request by Customer, APS FireCo will provide Customer with copies of manufacturer warranty documentation and will also provide reasonable assistance to Customer in communicating with the manufacturer on warranty issues.
8. THE LIMITED WARRANTIES WHICH MAY BE OFFERED BY THE MANUFACTURERS OF PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO ARE THE EXCLUSIVE WARRANTIES WHICH ARE AVAILABLE TO CUSTOMER AND APS FIRECO MAKES NO INDEPENDENT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED IN FACT OR BY LAW, WITH RESPECT TO THE PRODUCTS OR COMPONENT PARTS SOLD, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY APS FIRECO. THE LIMITED WARRANTIES WHICH MAY BE OFFERED BY THE MANUFACTURERS OF THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMERS FOR ANY DEFECTS IN THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO AND FOR ANY DAMAGES RESULTING FROM THE SALE OR USE OF SAME.
9. THE REMEDIES OF CUSTOMER AS SET FORTH ABOVE ARE EXPRESSLY LIMITED AND ARE IN LIEU OF ALL OTHER REMEDIES IN EQUITY OR AT LAW. APS FIRECO WILL IN ANY EVENT NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PENAL OR ECONOMIC LOSS OR DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, LOSS OF USE OF PROPERTY, LOST PROFITS OR LOST PRODUCTION, OR ANY OTHER DAMAGES WHATSOEVER, WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER THE CLAIMS ARE BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

10. IN ADDITION TO AND WITHOUT DIMINISHING THE OTHER LIMITATIONS ON REMEDIES AND DAMAGES SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, APS FIRECO'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES AND DAMAGES OF EACH AND EVERY KIND WHATSOEVER AND HOWEVER DENOMINATED (INCLUDING ANY AND ALL CLAIMS AGAINST ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND SUPPLIERS, WHETHER JOINTLY, SEVERALLY OR INDIVIDUALLY) SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO APS FIRECO IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EARLIEST EVENT OR ACTION UPON WHICH ANY SUCH CLAIMS ARE BASED. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER THE CLAIMS ARE BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

11. APS FireCo shall not be liable for any damages, penalty, or liquidated damages caused as a result of any delay or failure to deliver products and/or provide services due to any cause beyond APS FireCo's reasonable control, including, without limitation: act of God; act of the Customer; embargo or other governmental act, regulation or request; fire; accident; strike; slowdown; war; riot; flood; delays in transportation; or inability of its suppliers to obtain necessary labor, materials, or manufacturing facilities ("Force Majeure Events"). In the case of any Force Majeure Event, APS FireCo shall be entitled to extend scheduled delivery dates for a period of time equal to the time lost by the Force Majeure Event and furthermore, shall reserve the right to increase its quoted price based upon any increased labor, material, or subcontracting costs.

12. APS FireCo does not undertake any obligation to provide services that comply with codes, standards, or regulations, unless otherwise specified in writing.

13. If Customer or its contractors delays or interrupts the progress of the work, or causes changes to be made to the scope of work, Customer shall reimburse APS FireCo for any additional costs or expenses resulting from such delay or interruption. Should Customer desire to defer completion of installation, Seller shall be responsible for any additional completion costs resulting from such delay based upon APS FireCo's prevailing rate at the time of installation.

14. Customer will provide APS FireCo with free access at agreed upon times as required during the process of installation, testing and inspection. APS FireCo shall not be required to perform work in any hazardous locations until working conditions have been made safe. It shall be Customer's obligation to warn of any such conditions and to take all measures necessary to eliminate hazards before work may proceed. Any time lost by delay in making access timely or safely available to APS FireCo, or in having to wait for Customer or its contractors to complete preparatory or supplemental work which is the responsibility of Customer, will be charged as an extra at APS FireCo's then prevailing hourly rate.

15. Customer shall provide, insofar as reasonably possible, electric power to portable power tools, sufficient light where available and required, compressed air and elevator service for both personnel and material, and reasonable cooperation of Customer's employees. Customer shall assist APS FireCo's superintendent in storing tools and materials in a location not subject to pilferage and as convenient to the scene of operations as possible.

16. If Customer desires system designs to be submitted and approved by third party agencies, approval by such agencies and other third parties is not guaranteed in view of unusual conditions and/or individual interpretations which may occur. Orders will be accepted for system design conditional upon appropriate approval, but APS FireCo accepts no liability in the event that approval is denied. Prior to the start of installation, APS FireCo will submit design drawings or other documentation for Customer or its designated agent's approval. These drawings, when approved, shall govern the materials (type and quantity) to be supplied, and the extent of work to be performed by APS FireCo in the event that they conflict with any sections of APS FireCo's prior proposal to the Customer.

17. Electrical equipment and wiring provided shall be as allowed by Code and will not be explosion proof, weather proof, or dust proof.

18. Upon the completion of installation of equipment purchased, a final checkout and test, and final acceptance by the code official if applicable, will be made by APS FireCo personnel. This test and checkout is limited to a one test one-man trip, including travel. Additional time required due to the delay or actions of Customer or its contractors will be charged and billed as an extra at APS FireCo's then prevailing hourly rate. The test will be comprised of a careful inspection of all piping, panels, detectors, nozzles, and non-destructive operation of all mechanical and electrical components per the manufacturer's instructions. Although products are designed to meet requirements of approving agencies, approval by Code officials or other third party authorities is not guaranteed due to individual interpretations. If the final test is delayed by Customer or its contractors, final payment is due by Customer thirty (30) days after substantial completion of the installation by APS FireCo.

19. The work to be performed by APS FireCo is undertaken upon the condition that APS FireCo shall not be liable for personal injury, death or property damage, unless such damages are caused solely by the negligence of APS FireCo or its employees, agents or contractors. Additionally, to the maximum extent permitted by law Customer will defend, indemnify and hold APS FireCo (and its employees, agents, and owners) harmless from any and all claims, causes of action, demands, damages, liability, losses and suits of every type and nature whatsoever arising out of or in any way related to claims attributable to Customer's failure to comply with its obligations, or the negligence, acts or omissions of Customer or its employees, agents or contractors.

20. When a gaseous discharge or fan pressure test is purchased by Customer, APS FireCo shall furnish one test only. Prior to proceeding with such test, APS FireCo shall make a thorough inspection of the hazard, and direct Customer to seal any and all obvious openings to reduce excessive agent or pressure loss. Absolute tightness of the hazard shall be Customer's sole responsibility. TEST EQUIPMENT: Concentration test monitoring will utilize a continuous strip analyzer. Room pressure fan test shall utilize an infiltrometer. Other pressure tests shall consist of utilization of water or gaseous agent as appropriate.

21. Customer agrees that it will not disclose any confidential or proprietary information of APS FireCo to any third party, that it will not use any information provided to it by APS FireCo for the purpose of competing or attempting to compete with APS FireCo, and that while any work is being performed by APS FireCo and for a period of three (3) years immediately thereafter it will not solicit any employee of APS FireCo to cease their employment with APS FireCo or to work for Customer or any of its related entities either directly or through any other third party.

22. All claims, disputes and other matters relating to or arising out of APS FireCo's proposal and work (with the sole exception of any claim by APS FireCo for non-payment of sums owing by Customer) shall be determined exclusively by binding arbitration by a single arbitrator in accordance with the then existing commercial rules of the American Arbitration Association. The parties shall share the arbitration fees equally, and agree that the award by the arbitrator shall be final, and a judgment may be entered on that award. Any arbitration shall be conducted in Tulsa, Oklahoma and Oklahoma law shall apply to all such proceedings.

23. Orders will not be subject to cancellation by Buyer, either in whole or in part, without the written consent of APS FireCo, and then only under such terms as are solely acceptable to APS FireCo. Any such approved cancellation must fully reimburse APS FireCo for all costs and direct/indirect expenses and losses incurred by it, including, without limitation, preparation costs, engineering costs, costs of purchased materials which cannot be returned or are subject to restocking fees, cancellation or other similar fees charged by APS FireCo's suppliers and subcontractors, other out of pocket expenses actually incurred, total costs incurred by APS FireCo up to the date of acceptance of cancellation including direct labor and overhead, and an amount equal to APS FireCo's customary profit