

FSEC Fire Security Electronics & Communications, Inc.

17621 North 25th. Avenue, Phoenix, AZ 85027 • Phone: (602) 564-7770 • FAX: (602) 564-7776
2015 West Ruthrauff Road, Suite 143, Tucson, AZ 85705 • Phone: (520) 504-4171 • FAX: (520) 898-0438
www.FSEC.net • e-mail: sales@fsec.net • ROC# 086767 CR-67, 272085 C16

Proposal
February 9, 2018

New Photoluminescent Exit Signs and Disposal at Gateway Elementary School ES#9240-DP

To:

Creighton Elementary School District
2702 East Flower Street
Phoenix, AZ 85016
ATTN: Heather Hayes
FAX/E-Mail: hhayes@creightonschools.org

FIRE SECURITY ELECTRONICS & COMMUNICATIONS INC. hereby proposes to supply material, labor, and disposal fees to remove and dispose of existing tritium exit signs and install new photoluminescent exit signs at Gateway Elementary School located at 1100 North 35th Street, Phoenix, Arizona 85008.

This is a turnkey proposal that includes all materials, labor, and disposal fees required to remove and properly dispose of sixty-eight single and five double tritium exit signs and supply and installation of new photoluminescent exit signs.

Proposed System Price: \$28,261.00
Tax Burden: \$1,232.72
Total Proposal Price: \$29,493.72

Scope of Work

Included:

- 1 Removal of existing tritium exit signs.
- 2 Packaging, documentation, and shipping of tritium signs to an approved disposal agency.
- 3 Tritium disposal fees.
- 4 Supply and installation of new photoluminescent exit signs.

Special Conditions:

- 1 Additional charges. Upon removal of the existing signs, if it is determined that the sign is damaged (where the inner light tubes are cracked or exposed) an additional disposal fee of \$275.00 per damaged sign will be charged.
- 2 Redundant site trips; FSEC is dependent upon the client for coordination of scheduling. If we are called to the jobsite to provide our contracted services and the conditions will not allow us to proceed because of circumstances beyond our control, we will charge out the unproductive time plus round-trip travel time from our facility at our regular service rate of \$125.00 per hour.

The proposed price does not include any permit, plan review, or AHJ inspection fees.

SEE THE ATTACHED TERMS AND CONDITIONS

Do not accept this proposal without reading all the attached pages

Proposed By: _____ Date: 02/09/2018
T.J. Drogaris *Fire Security Electronics & Communications, Inc.*

Accepted By: _____ Date: _____
Signature

TERMS & CONDITIONS

1. VENUE It is mutually agreed that regardless of where executed, this Agreement shall be conclusively deemed to have been executed under and pursuant to the laws of the State of Arizona and that the laws of said state, and only said state, shall be applied hereunder, and that any causes of action between the parties hereto shall only have jurisdiction and venue in the courts of the State of Arizona.
2. MODIFICATION No charge or modification of this Agreement, or any provision thereof, shall be binding upon parties hereto, unless it shall be in writing and signed by the party sought to be charged hereunder.
3. SUBSEQUENT LEGAL PROCEEDINGS In the event that an action is brought to enforce any part of this Agreement, the prevailing party shall be entitled to recover all reasonable expenses, including reasonable attorney's fee, costs and any other relief to which the prevailing party is otherwise entitled, whether or not suit is instituted.
4. BINDING EFFECT This Agreement is entered into freely and voluntarily between the parties, and it shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, personal representatives, successors and assigns.
5. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements and conditions of any nature whatsoever with respect to the subject matter hereof.
6. PROVISIONS SEVERABLE If any provision of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions hereof shall never the less be deemed valid, binding and subsisting.
7. INDULGENCES NOT WAIVERS No indulgences extended by either party hereto to the other party shall be construed as a waiver of any breach on the part of such other party, nor shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.
8. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. All invoices are due and payable upon presentation and past due 30 days thereafter.
10. All past due invoices **WILL BE CHARGED** a 2 percent per month finance charge on the outstanding balance.
11. Any account over 60 days will be subject to credit hold and work shall cease until the outstanding balance has been paid.
12. All equipment shall be ordered upon receipt of approved submittals.
13. Equipment will be invoiced upon receipt and shall be stored in our warehouse until required on site. Should delivery to site be required for payment, notification within 24 hours of receipt of our invoice shall be given. If on site storage is required for payment, the CONTRACTOR shall provide secure storage at no cost to F.S.E.C. and the CONTRACTOR assumes all liability for the safe storage of all equipment until required for installation. If notification is not given within 24 hours to F.S.E.C. then the contractor has agreed that the materials may be stored in our warehouse and that payment will be made in accordance with the above.
14. Should terms 12 & 13 above be unacceptable, then the Contractor shall notify F.S.E.C. in writing together with the required delivery dates for the equipment to be on site. Upon receipt of approved submittals, we shall order the equipment for delivery as requested. Any increase in price due to the delayed delivery or any special freight charges due to expedited delivery shall be addition to contract and shall be charged to the Contractor.
15. A construction schedule, a full set of electrical drawings and a complete set of specifications including all addendums shall be supplied to F.S.E.C. by the Contractor within 14 days from placing of order. The schedule shall show the estimated delivery requirements of all special back boxes to the Contractor, the estimated date that F.S.E.C. is required on site and the completion date.
16. The Contractor shall give F.S.E.C. a minimum of 14 days notice after total completion of his work to commence on site. F.S.E.C. shall need a minimum of 30 days to complete our work from that date.
17. After F.S.E.C. has tested the system(s) to its satisfaction, F.S.E.C. shall call for inspection by the authority having jurisdiction.
18. F.S.E.C. reserves the right to stop work on all projects with this Contractor should any invoices become past due.
19. All bids by F.S.E.C. are based on a single visit to install, trim, test and inspect unless specifically detailed otherwise. Should the Contractor require multiple visits, additional charges shall apply.
20. All bids are based on work being carried out during normal working hours. Overtime that is worked due to Contractor request will be chargeable at our standard overtime rates.
21. Should the Contractor call for F.S.E.C. to commence work before the Contractor is complete, the Contractor agrees to pay F.S.E.C. for non-productive time at our standard service hourly rate.
22. The Contractor shall install the system(s) in accordance with the drawings supplied by F.S.E.C. using the materials detailed by F.S.E.C. The Contractor agrees to replace or reinstall any or all items found by F.S.E.C. to be in violation of any applicable Federal, State, Local or National Codes and/or F.S.E.C. approved drawings.
23. The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon Strikes, Accidents, Fires, Availability of materials and all other causes beyond our control.
24. Typographical and stenographic errors subject to correction.

- 25. Purchaser agrees to accept either overage or shortage not in excess of 10 percent to be charged pro rata.
- 26. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- 27. Conditions not specifically stated herein shall be governed by established trade customs.
- 28. **TERMS INCONSISTENT WITH THOSE STATED HEREIN THAT MAY APPEAR ON PURCHASER'S ORDER WILL NOT BE BINDING ON SELLER.**
- 29. Should a contract be canceled for any reason, then a charge shall be made, including but not limited to, all work and expenses incurred to the date of cancellation. Full profit and overhead estimated for the project and a 25 percent restocking charge for all equipment ordered and/or received by F.S.E.C. for the project at F.S.E.C. selling price.
- 30. Fire Security Electronics & Communications, Inc. employs a notification service to fulfill the requirements of ARIZONA REVISED STATUTES 33.992.01. This is strictly a vehicle to protect yours and Fire Security Electronics & Communications, Inc. rights and is not a reflection on anyone's ability to pay.
- 31. Fire Security Electronics & Communications, Inc. shall invoice any materials, labor, supervision or engineering that it has expended, as work progresses. All such invoices are due upon presentation and PAST DUE 30 days from date of invoice.
- 32. Fire Security Electronics & Communications, Inc. will not carry out any additional work without a written change order. F.S.E.C. will prepare any change order documents and submit them to the Contractor for approval and acceptance. All change orders will be subject to the existing contract terms and conditions.
- 33. Fire Security Electronics & Communications does not accept back charges for any reason whatsoever unless they are brought to the attention and agreed upon in writing by our installation manager at the time of the occurrence.
- 34. **WARRANTY SERVICE SHALL BE PROVIDED DURING NORMAL WORKING HOURS FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE OR FIRST BENEFICIAL USE, WHICHEVER COMES FIRST. THIS WARRANTY DOES NOT EXTEND TO ANY EQUIPMENT, WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, UNAUTHORIZED REPAIR OR ALTERATIONS. IT DOES NOT COVER USER MAINTENANCE AND ADJUSTMENTS.**
- 35. On-Call Emergency Service will be provided twenty-four (24) hours a day.
- 36. PERMIT FEES are NOT included in the job contract, UNLESS they are specified as being included in the proposal document.
- 36. All materials shall remain the sole property of F.S.E.C. until paid for in full. Should it become necessary for F.S.E.C. to reclaim any materials that have NOT been paid for, F.S.E.C. may collect from the Contractor a lease amount equal to 1/12th of the total value of such materials for each month the equipment was in service.
- 37. **FSEC does not accept any liquidated damages on any project for any reason whatsoever; as FSEC does not have any control as to the progress of other contractors and subcontractors who affect our ability to complete our work on time.**

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T.J. Drogaris *Fire Security Electronics & Communications, Inc.*

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ES#9240-DT

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This is a turnkey proposal that includes all materials, labor, and disposal fees required to remove and properly dispose of sixty-eight single and five double tritium exit signs and supply and installation of new tritium exit signs.

Proposed System Price: \$44,809.00

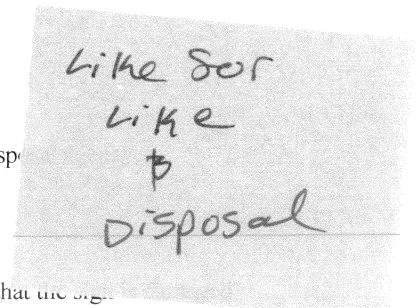
Tax Burden: \$2,181.48

Total Proposal Price: \$46,990.48

Scope of Work

Included:

- 1 Removal of existing tritium exit signs.
- 2 Packaging, documentation, and shipping of tritium signs to an approved disposal facility.
- 3 Tritium disposal fees.
- 4 Supply and installation of new tritium exit signs.



Special Conditions:

- 1 Additional charges. Upon removal of the existing signs, if it is determined that the signs are damaged (where the inner light tubes are cracked or exposed) an additional disposal fee of \$275.00 per damaged sign will be charged.
- 2 Redundant site trips; FSEC is dependent upon the client for coordination of scheduling. If we are called to the jobsite to provide our contracted services and the conditions will not allow us to proceed because of circumstances beyond our control, we will charge out the unproductive time plus round-trip travel time from our facility at our regular service rate of \$125.00 per hour.

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- 37. **FSEC does not accept any liquidated damages on any project for any reason whatsoever; as FSEC does not have any control as to the progress of other contractors and subcontractors who affect our ability to complete our work on time.**

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Proposal
February 9, 2018

Tritium Exit Sign Disposal at Gateway Elementary School

ES#9240-DO

To:

Creighton Elementary School District
2702 East Flower Street
Phoenix, AZ 85016
ATTN: Heather Hayes
FAX/E-Mail: hhayes@creightonschools.org

FIRE SECURITY ELECTRONICS & COMMUNICATIONS INC. hereby proposes to supply labor and disposal fees to remove and dispose of tritium exit signs at Gateway Elementary School located at 1100 North 35th Street, Phoenix, Arizona 85008.

This is a turnkey proposal that includes all labor and disposal fees required to remove and properly dispose of sixty-eight single and five double tritium exit signs. This proposal is for the disposal of the signs only and does not include any labor or materials to install new exit signs.

Proposed System Price: \$15,650.00

Tax Burden: \$658.76

Total Proposal Price: \$16,308.76

Scope of Work

Included:

- 1 Removal of existing tritium exit signs.
- 2 Packaging, documentation, and shipping of tritium signs to an approved disposal agency.
- 3 Tritium disposal fees.

Not Included:

- 1 Supply and installation of new exit signs.

Special Conditions:

- 1 Additional charges. Upon removal of the existing signs, if it is determined that the sign (where the inner light tubes are cracked or exposed) an additional disposal fee of \$275 sign will be charged.
- 2 Redundant site trips; FSEC is dependent upon the client for coordination of scheduling to the jobsite to provide our contracted services and the conditions will not allow us to of circumstances beyond our control, we will charge out the unproductive time plus rou time from our facility at our regular service rate of \$125.00 per hour.

Disposal
only

The proposed price does not include any permit, plan review, or AHJ inspection fees.

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- 32. Fire Security Electronics & Communications, Inc. will not carry out any additional work without a written change order. F.S.E.C. will prepare any change order documents and submit them to the Contractor for approval and acceptance. All change orders will be subject to the existing contract terms and conditions.
- 33. Fire Security Electronics & Communications does not accept back charges for any reason whatsoever unless they are brought to the attention and agreed upon in writing by our installation manager at the time of the occurrence.
- 34. **WARRANTY SERVICE SHALL BE PROVIDED DURING NORMAL WORKING HOURS FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE OR FIRST BENEFICIAL USE, WHICHEVER COMES FIRST. THIS WARRANTY DOES NOT EXTEND TO ANY EQUIPMENT, WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, UNAUTHORIZED REPAIR OR ALTERATIONS. IT DOES NOT COVER USER MAINTENANCE AND ADJUSTMENTS.**
- 35. On-Call Emergency Service will be provided twenty-four (24) hours a day.
- 36. PERMIT FEES are NOT included in the job contract, UNLESS they are specified as being included in the proposal document.
- 36. All materials shall remain the sole property of F.S.E.C. until paid for in full. Should it become necessary for F.S.E.C. to reclaim any materials that have NOT been paid for, F.S.E.C. may collect from the Contractor a lease amount equal to 1/12th of the total value of such materials for each month the equipment was in service.
- 37. **FSEC does not accept any liquidated damages on any project for any reason whatsoever; as FSEC does not have any control as to the progress of other contractors and subcontractors who affect our ability to complete our work on time.**

Proposed By: _____ Date: 02/09/2018
T.J. Drogaris Fire Security Electronics & Communications, Inc.

Accepted By: _____ Date: _____
Signature