To: **Tabiz Construction**

# Price Proposal

This Proposal supersedes, cancels and withdraws all previous submissions

## References:

NFPA 10: Standard for Portable Fire Extinguishers

NFPA 13: Installation of Sprinkler Systems

NFPA 72: National Fire Alarm Code

NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations

NFPA 170: Standard for Fire Safety and Emergency Symbols

Incorporated into this document are other NFPA Codes as referenced and where applicable.

Ref: <http://www.nfpa.org/aboutthecodes/list_of_codes_and_standards.asp>

EN 12845: Fixed firefighting systems, Automatic sprinkler systems, Design, installation and maintenance

International Fire & Building Code/s and Life Safety Code/s **if** installed according to Code.

## Summary

This proposal is to deliver 8x5lb and 3x10lb fire suppressing portable extinguishers, and eight cabinets where applicable, for

4576 S 900 E Millcreek UT 84107, All levels, in accordance with the above referenced standards where applicable, and in accordance with approved Drawings, Calculations and Permits, and all addendums as released as of 2020-09-14

## Inclusions

1. The use of our Design Team to calculate and design the complete portable system as per standards referenced above. (Design).
2. Supply portable extinguisher units.
3. Proofing:
   1. Inspecting the Extinguishers.
   2. Tag each Portable Extinguisher.

## Exclusions

Installation of cabinets in or on walls, and extinguishers into the cabinets or on wall hooks is to be done by others and is not included in this quote. Additional charges would apply.

## Additional Charges

Each additional five-pound extinguisher, including mounting and ‘tagging’, per code, will be $68.00

## Notes to Owner/Architect

Per NFPA-10

In retail and residential space sistance from extinguisher station to intended protection area must not exceed an unobstructed seventy-five feet of travel distance on route of egress.

The five-pound ABC portable extinguishers **Fire Suppression Services Inc**. submit for installation meet and exceed the minimum 2A10BC rating specified. We supply five-pound extinguishers with an actual UL rating of 3A40BC.

* Parking areas that contain more than 5 gallons of flammable liquid are an "Extra Hazard" area.
* Parking Level
  + Extinguishers must have a minimum UL classification 80B rating with maximum 50' travel distance.
  + The elevator mechanical room requires a 10# ABC extinguisher inside it.
* The retail area will require two 5# ABC extinguishers.
  + No cabinets are included for this area.
* The extinguishers and cabinets shown on "Emergency Egress Plan 2nd/3rd Levels (104.2) show two locations.
  + That placement does not meet the "Maximum travel distance rule" as per NFPA 10.
  + Two additional extinguishers and cabinets have been included in the pricing for both levels 2 & 3, to comply with this code. They should be installed on the north wall near the right end of the hall.

# Addendum

**This addendum is our TERMS & CONDITIONS and is incorporated into the Proposal in its entirety.**

## BILLING & PAYMENT

All Requests for Payment (billing) will be submitted per AIA docs “G702 Application for Progress Payment” using the AIA G703 “Continuation Sheet” “Schedule of Values”. The Progress Payment you make is part of an Invoice that represents the full amount of the Contract. We use ONE Master Invoice number for the project. Your payments are progress payments against this invoice. IF we issue YOU this Invoice, then: ALL invoice amounts (the full Contract Amount), on this invoice are Net 15, no exception. FSS will register the job with the Utah State Construction Service and will at all times preserve its lien rights. Property Owner will be notified and a lien placed on the property if amounts due are unpaid after 30 days from the application for payment date..

## BOND (ADDITIONAL CHARGE)

If requested, Fire Suppression Services Inc. shall furnish Bonds in the form requested by you, the 'Owner', covering the faithful performance of the Agreement, and the payment of all obligations arising there under. These may be in the form of 100% Performance, 100% Labor and Material Payment, and Lien Bonds.

The FULL cost of providing such Bond/s for you, the Owner and/or his Agent/Contractor shall be paid by you, the Owner/Agent/Contractor or whosoever may require Fire Suppression Services Inc. to furnish said Bond/s, and is an additional cost/amount, and IS NOT included in this bid.

Any and all payments required by Fire Suppression Services Inc. for the above shall be shown on any Breakout Sheet (e.g.: AIA-G703) as a SEPARATE item list and shall NOT be subject to any “retainage”.

This Subcontractor shall be reimbursed, without any retainage, for the cost of any required performance or payment bonds simultaneously with the FIRST progress payment.

## CHANGES, CCO & PCO

All fire sprinkler nozzles and/or pipe-work AND All Hood Systems and their Suppression devices

AND: All Chemical Suppression Systems AND Portable Extinguishers AND: All Alarm Systems, will be installed as per approved Plans; Any change or deviations from said Plans will not be done without approved Change Order/s with attendant cost adjustments.

## CONTRACT

Seller objects to modifications and additions to any of the terms of this document, irrespective of the wording of the Purchasers acceptance, or other Purchaser Forms, Documents or hand written annotations on this Document.

## FREIGHT

All goods that attract freight are FOB Origin FC.

## LABOR

Labor is calculated at a regular day rate and will be performed during business hours. (08:00-16:30) or (07:00-15:30) Hours outside these, or weekends are additional charge to you at time and one half, without exception & must be approved via CO, before worked.

## MOBILIZATION-DEMOBILIZATION-REMOBILIZATION

If Fire Suppression Services Inc. or its subcontractors have to suspend work, for any reason, and have to demobilize before completion, then we are entitled to recover our demobilization costs from you; and, if Fire Suppression Services Inc. and/or its subcontractors have to remobilize we are entitled to recover the remobilization costs from you.

## PERMIT, DESIGNS and SUBMITTALS

Any and all payments required by Fire Suppression Service Inc. for Permit, Designs & Submittals shall be shown on any Breakout Sheet (e.g.: AIA-G703) as a SEPARATE item list and shall NOT be subject to any “retainage”.

## Prices & Taxes

If Seller is required to pay any taxes or other fees relating to the services to be performed or to the production, sale or transportation of goods, Purchaser will reimburse the Seller for any such taxes or fees. Portable Fire Extinguishers attract Utah Sales Tax.

**You agree to pay all outstanding Statement amounts, and all interest, attorney’s fees and collection costs.**

## Right of Way

Fire Suppression Services requires first right of way; this means that Fire Suppression Sprinkler Technician/Fitters “must be First & High”.

## Tamper

Tampering or Adjusting or Working on Fire Suppression installed and tagged Systems by anyone other than Fire Suppressions Authorized personnel or Certified /Authorized / Licensed Fire Protection Service Personnel not only jeopardizes the safe and correct operation of the equipment; it voids the tags on said System, voids all **FSS** Warrantees, and it is highly likely it will affect your Insurance.

Unless your maintenance department personnel are so authorized, it is advisable to leave the System equipment maintenance and servicing to Certified Personnel.

## Asbestos Notice:

**FIRE SUPPRESSION SERVICES Inc. IS NEITHER FORMALLY LICENSED IN THE REMOVAL OF, NOR THE ANALYSIS OF ASBESTOS.** OUR COMPANY WILL THEREFORE NOT NORMALLY DEAL WITH ALL ASBESTOS RELATED INCIDENTS IN A PRACTICAL SENSE ON BEHALF OF OUR CLIENTS. WHEN THE PRESENCE OF ASBESTOS IS SUSPECTED WE WILL STOP WORK AND APPOINT COMPETENT AND ACCREDITED SUB CONTRACTORS ON A SITE-SPECIFIC BASIS TO CARRY OUT ANY REMOVALS OR TEST

2016-08-19