



August 18, 2021

**Wells County Public Library
200 W Washington St
Bluffton, IN 46714
Attn: Nate Reinhard**

RE: Fire alarm installation conversion for Wells County Public Library.

Dear, Nate

We are pleased to provide you with this proposal to install the fire alarm system for Wells County Public Library. The fire alarm that will be proposed will as a conversion like for like devices. The existing wiring will be used for the panel and the devices. Once the job is completed VFP will convert the monitoring of the system to VFP for a charge of \$480.00 per year. The proposed system is non-proprietary.

Scope of work: \$26,176.00

- Demo old fire alarm system and field devices.
- Mount new fire alarm panel and power supplies.
- Mount field devices.
- Program panel and test devices.
- Install cell communicator for monitoring.
- Owner training if needed.

Material for project:

1	Fire Lite ES200X Panel
4	Fire Lite Heats H365
16	Fire Lite Smoke detector SD365
3	Fire Lite Dust detector D355PL
7	Fire Lite monitoring module MMF300
10	Fire Lite Pull station BG12 LX
1	Remote Annunciator ANN-80
2	Fire Lite NAC power supply FL-PS10
3	Fire Lite relay module CRF-300
28	System Sensor horn/strobe P2r1
11	System Sensor strobes SRL
1	Misc. Material
1	Napco Starlink cell communicator

Clarification and exclusions:

- Does not include after hours, nights and weekends.
- Includes state or local submittals, design or permits if needed.

- 120VAC to be supplied to alarm panel existing now, it is code per NFPA72 that fire alarm system to be hard wired.
- Does not include patching or painting if needed
- If wiring found to be bad new wire will be needed and VFP will address that at time of installation with the facility.
- Customer to provided lift to access high areas.
- The project will not include pulling in and out of the install.
- Any additional work other than specified.
- Proposal is good until the end of 2021.

Trusting the above proposal will meet with your acceptance, we remain

VFP FIRE SYSTEMS



Ryan Brunton
Service/Inspection/Sales Manager
E-mail: ryan.brunton@vfpfire.us

Date of Acceptance: _____

Authorized Signature of Acceptance: _____

Printed Name and Title: _____

TERMS AND CONDITIONS

The Proposal, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Proposal only. If Customer wants VFP Fire Systems, Inc. ("Company") to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
4. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES OR LIABILITIES, OF ANY KIND, RESULTING FROM OR IN ANY MANNER RELATED TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK), AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLELY OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS BUT SUBJECT TO THE LIMITATION IN PARAGRAPH 5. a. BELOW. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND, UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.**
5. **IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES:**
 - a. **CUSTOMER AGREES THAT THE LIABILITY OF COMPANY, IT'S OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS TO CUSTOMERS AND OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY, ARISING OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS, SHALL BE LIMITED TO THE LESSER OF \$ 5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS.**
6. **IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES TO BE RENDERED AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.**
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required to perform the work as determined by the Proposal.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 3% per annum on all past due sums, together with all costs of collection, including attorney's fees.
11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.