



Quote: 82464 / Date: 3/31/2025

Koorsen Fire & Security
2719 N Arlington Ave
Indianapolis, IN
46218, US
(317) 342-9342

Customer
McCordsville Public Works
6280 Vail Road
McCordsville, IN
46055

Prepared By:
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Project: **McCordsville Public Works**

Scope of Work

Providing monitoring for (1) flow switch: Zone 3 and (2) tamper switches: Zone 4. We will be utilizing the existing building 5 zone conventional fire alarm control panel.

Proposal does not include any Alternates or Addenda.

Proposal does not include engineered drawings, local permits or State filing.

Performing the scope of work during normal working hours, Monday through Friday, 8:00 AM to 4:45 PM. Any work required to be performed at other than normal working hours will be invoiced accordingly.

Any delays caused by fire alarm manufacture production/shipping delays is not the responsibility of Koorsen Fire & Security. Koorsen will not be backed charged, or responsible for delays in the construction schedule, due to delayed fire alarm equipment.

Proposal is good for 30 days.

Please see clarifications listed below.

Installation - Fire Alarm System Cable/boxes/device termination

	Quantity
Fire Alarm - SLC Cable with J-Hooks	1 ea
Fire Alarm - 3/4" EMT Conduit, Overhead Branch	1 ea

	Quantity
Project Management	1 ea
Testing	1 ea

* Tax not applied to part or subcomponent

Included (+)

Included (+)

1. Job Completion & Warranty:
 - A. KFS provides a standard 1 year KFS warranty on only work included in this agreement.
 - B. KFS will provide two hours of end-user training upon request
2. Access related:
 - A. Free access to all portions of the building during regular KFS working hours, Monday-Friday 8:00 AM to 5:00 PM, excluding KFS holidays, unless noted otherwise in this agreement.
 - B. Customer is to make safe all areas where work is to be performed.
3. Materials (Turn-Key):
 - A. KFS is to provide the estimated fire alarm panels, devices, power supplies, low voltage cabling, mounting brackets, junction boxes, raceways, supports, device back boxes, and conduits (if required by NEC).
4. Installation Labor (Turn-Key):
 - A. KFS to install, inspect, and test the fire alarm system. KFS or its subcontractor will also install low voltage cabling, mounting brackets, junction boxes, raceways, supports, device back boxes, and raceways (if required by NEC) as detailed in the agreement.

Excluded (-)

1. Installation Labor and Materials:
 - A. Device selection/placement by others or existing
 - B. Cabling parts and installation labor (unless included)
 - C. Reliability of third-party equipment
2. Electrical Installation:
 - A. Circuit integrity and 2-hour rated cabling installation
 - B. Core drilling for electrical paths, raceways, and conduits
 - C. Upgrades to building electrical systems
 - D. High voltage labor or materials
 - E. Troubleshooting of non-KFS installed wiring/equipment
 - F. Integration, compatibility, or issues with third-party equipment/systems
 - G. Cabling raceways
 - H. Fire penetration material and labor (Fire caulking, sleeving, etc)
3. Design and Compatibility:
 - A. Post-proposal design/layout changes
 - B. Site surveys or testing for compatibility
 - C. Modifications for existing fire alarm system accommodations
 - D. Costs for unique customer requests
 - E. Adjustments for non-standard ceilings affecting device placement
 - F. Quality, performance, and warranty of customer-provided equipment/materials
4. Engineering related:
 - A. Complex Input/Output System Matrix
 - B. Written narrative of system functions
 - C. Performance-based documentation
 - D. UL/FM agency approval
 - E. Risk analysis documentation
 - F. Emergency response plans
 - G. Certifications beyond NICET Level IV (e.g., P.E. Stamp)
 - H. Intelligibility documentation/testing for voice systems
 - I. Integration with existing communication/IT infrastructure (unless stated)
5. AHJ Related:
 - A. Approvals, fees, submittals not covered in scope
 - B. Additional AHJ-required labor/equipment
 - C. Compliance documentation beyond inspection/testing reports
 - D. Additional AHJ-required voice command controls outside the main fire alarm cabinet
6. Site Access and Logistics:
 - A. Multiple phases/trips, work outside regular hours, or restricted access labor
 - B. Lift rentals, parking fees
 - C. Coordination with other trades
 - D. Temporary fire protection, access provision, or business relocation costs
 - E. Delays or additional costs due to adverse environmental/weather conditions
 - F. Parking fees

Excluded (-)

7. Site Conditions and Requirements:
 - A. Work in asbestos or hazardous areas, confined spaces, or uninhabitable conditions
 - B. Reoccurring customer-required safety training
 - C. Fire watches or associated fees
 - D. Costs or delays from unforeseen site conditions (hidden/inaccessible areas, hazardous materials, structural issues)
8. Other:
 - A. Costs from inaccurate/incomplete customer information
 - B. PE stamp or approvals beyond NICET Level IV
 - C. Required fire alarm monitoring services
 - D. Extra communication/notification devices
 - E. Testing, maintenance, or repair services post-installation
 - F. Removal/disposal of existing fire alarm components
 - G. Non-standard building features not disclosed during initial assessment
 - H. Compliance with building/fire code changes after contract date
 - I. Coordination with public utilities and associated costs
 - J. Special certifications/qualifications not included in proposal
 - K. Noise and disruption mitigation during installation
 - L. Security and access control system integration/compatibility work
9. Financial:
 - A. AIA billing and prevailing wage (unless specified)
 - B. Customer retainage
 - C. Performance/Bid Bonds
 - D. Liquidated damages for missed deadlines
 - E. Permits, fees, or inspections by local authorities

Notes

Koorsen Fire & Security offers lease options to help provide affordable payment options. Leases are subject to credit verification and approval by our third-party leasing company. We offer 26 / 48 /60 Months with 1 dollar buyout Your Koorsen Representative can assist you with leasing terms, pricing and options.

Acceptance: By signing the proposal or purchase order, the customer agrees to all terms and conditions outlined in the agreement, including limitations, disclaimers, inclusions, and exclusions.

Billing: Upon credit approval, Koorsen Fire & Security will bill monthly for parts, KFS labor, and subcontracted portion (if applicable). Payment terms are NET 30 days, and monthly progressing billing will be used. A mobilization deposit of up to 50% may be required before the job starts. After the mobilization deposit is received, the job will be progressively billed monthly until job completion.

This Agreement price is calculated based on the current prices for component materials. Koorsen Fire and Security agrees to utilize a best effort to obtain materials from suppliers. However, should there be an increase in the prices of specified materials through no fault of Koorsen Fire and Security that are purchased after execution of the Agreement for use in the scope of work or due to the imposition of tariffs or other price increases beyond Koorsen Fire & Security's control; the price of the Agreement shall be adjusted accordingly. Adjustments shall require written notice by Koorsen Fire and Security to the Customer, and the Customer agrees to pay the adjusted price to Koorsen Fire and Security

Summary

Subtotal \$3,100.00

\$3,100

Accepted By

Date

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1) Agreement

- a) Prices per this quotation are in effect for 30 days from the date of this quote.
- b) This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Fire & Security.
- c) This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties.
- d) Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect.
- e) No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
- f) This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.
- g) This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.

2) Sale of Installation and/or Equipment

- a) KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement.
- b) All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.

3) Purchase Price and Payment

- a) Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice.
- b) All charges shall be paid "NET 30 DAYS" from the date of invoice, unless otherwise specified on the invoice.
- c) A convenience fee of 3%, of the invoice amount will be charged for payments by credit card.
- d) Payments by check, cash, ACH, wire transfers or echecks are not subject to the convenience fee.
- e) If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer.
- f) Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.

4) Allocation of Risk of Loss

- a) Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery.
- b) After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer.
- c) The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.

5) JOBSITE, APPROVAL AND PERMITS

- a) Customer to provide, at their own expense, all approvals and permits required by law
- b) Customer to make premises available during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays
- c) Installation will require drilling into various parts of premises
- d) KFS will generally conceal wiring in finished areas of premises
- e) In some areas, wire may be exposed due to construction, decoration, or furnishing of the premises
- f) Customer to provide 110 AC electrical outlets at designated locations
- g) Customer to provide for lifting and replacing carpeting, if required
- h) Customer has authority to engage KFS to carry out installation
- i) Customer to furnish necessary electric current through their own meter at their own expense
- j) Customer to obtain and keep in effect all permits or licenses required for installation and operation of the system
- k) Customer to inform KFS of every location at the premises where KFS' employees or agents should not enter or drill holes due to concealed obstructions or hazards
- l) If asbestos or other hazardous material is encountered during installation, KFS will cease work until Customer obtains clearance from a licensed asbestos removal or hazardous material contractor
- m) KFS not liable for discovery or exposure of hidden asbestos or other hazardous material
- n) Customer to indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises

6) GRANT OF SECURITY INTEREST

- a) Customer grants KFS a security interest in the system or equipment to secure payment of the purchase price
- b) Customer grants KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS
- c) Upon payment in full of the purchase price and associated costs and charges required under the Agreement, title to the system shall pass to Customer
- d) KFS shall have all the rights of a secured creditor under the Uniform Commercial Code, including the right to enter Customer's premises and to disable or remove the System and equipment, or both

7) LIMITED WARRANTY

- a) Any part of the system installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part
- b) Labor required to repair or replace defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation
- c) Warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person
- d) To obtain service under this warranty, call or write KFS Service Department
- e) Warranty is void if the system is inspected, tested, or serviced by anyone other than Koorsen Fire & Security during the warranty period
- f) KFS disclaims any implied warranties of merchantability and fitness for a particular purpose

8) BREACH BY KFS

- a) Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless:
 - i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and
 - ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.

9) LIMITATION OF LIABILITY

- a) THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES.
- b) IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER.
- c) THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
- d) IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES.
- e) FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL.
- f) KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10) INDEMNIFICATION

- a) Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all Damages arising out of or relating to, directly or indirectly:
 - b) a breach of the Agreement by Customer
 - c) the action or inaction of KFS in the performance of the installation of the System
 - d) "Damages" include:
 - i) lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees)
- e) This provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages.
- f) "KFS" includes KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractor's representatives, agents, employees, shareholders, officers and directors.
- g) This provision shall survive completion of the work and the termination of the Agreement, for any reason.

11) INSURANCE

- a) KFS is not an insurer.
- b) It is the obligation of Customer to purchase any insurance which Customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences thereof, which the Service or System is designed to detect or avert.

12) SUBROGATION

- a) Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible.
- b) This release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.

13) CONSENT TO VENUE

- a) Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement.
- b) Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement

14) USE OF DESIGNS AND DATA

- a) Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information.
- b) Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information.
- c) KFS does not grant to Customer any reproduction rights or any rights to use such information.

15) SERVICES NOT INCLUDED

- a) Labor price based on five-day, 40-hour work week; overtime or premium time incurs additional charge.
- b) Customer responsible for necessary patching of masonry work, painting, carpentry work, and similar tasks.
- c) Customer must provide wiring, conduit, and labor to connect pressure switches to equipment.
- d) Customer must provide necessary hardware and linkage for automatic closing of doors, windows, duct dampers, etc.
- e) No provision for exhaust of discharged agent included.
- f) Surcharge added to final invoice if KFS employee required to attend "right to know" session at customer's location.
- g) Proposal based on non-union wages; KFS reserves right to reprice if required to pay different wages.

16) MECHANICS' LIEN NOTICE

- a) KFS is subcontractor; customer acknowledges and accepts service of agreement on behalf of property owner.
- b) KFS intends to file Mechanic's Lien if not paid.
- c) Subcontractor: KFS.
- d) Contractor: customer.
- e) Amount claimed will be balance due under agreement and any amendments or change orders as of date of filing.
- f) Customer agrees to promptly notify owner of premises of Mechanics' Lien Notice.