

EXHIBIT "A"



DATE: June 3, 2024

FROM: Wes Huston
Silco Fire & Security
330-284-3590 whuston@SilcoFS.com

SUBJECT: Brecksville Vehicle Storage Building – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work: Base Bid

This is a "Design Build" and "Turnkey" proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 2 smoke detectors, 24 heat detectors, 1 cell unit, 1, document box, 4 pull stations, 4 horn-strobe notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See "General Clarifications" for more information.

Bill of Materials: Base Bid

<u>Description</u>	<u>PN</u>	<u>QTY</u>
Fire-Lite ES-50XP Addressable Fire Alarm Control Panel	ES-50x	1
Fire-Lite SD365 Addressable Photoelectric Smoke Detector	SD365	2
Fire-Lite H365 Addressable Heat Detector	SD365R	24
Fire-Lite BG-12LX Dual Action Addressable Pull Station	BG-12LX	4
Fire-Lite MMF-300 Addressable Monitor Module	MMF-330	4
Wall Horn/Strobe System Sensor	P2RLED	4
Weatherproof Horn-Strobe Wall	P2RK	1
StarLink	StarLink1	1
Document Box - Per Code	SAE SSU00961A	1
Surge Suppressor (ac power) - Per Code	DTK-120HW	1
Surge Suppressor (SLC) - Per Code	DTK-2LVLPV	1

Base Bid Pricing **\$14,130.00 + Permit**

Continued Scope Clarifications:

Silco Fire & Security IS responsible for the following:

- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on the scope requested. (Sold as Freight On Board)
- Performing the scope of work described in this proposal during normal working hours, Monday through Friday, 8am – 4:30pm. Labor outside of this range can result in additional charges.
- Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
- **Warranty on new equipment and workmanship.**
- Installation of 120v A/C required to supply the power to fire alarm panel.
- System training must be scheduled in advance with the project manager. Training will consist of one session.
- **Proposed as a single-phase project.**
- The attached Bill of Material is Silco Fire & Security's estimate of required devices based on our preliminary design. If additional devices are required based on our final design, these will be furnished at an additional charge.



Silco Fire & Security IS NOT responsible for the following:

- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.
- **Removal of asbestos.** This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with biohazard disposal and extra time required to work in this type of environment.
- The conformance to any Authority Having Jurisdiction or life safety standards as they apply to the scope of the project.
- **Any additional devices required by the Authority Having Jurisdiction.**
- Shipping damages and delays not caused by Silco Fire and Security.

General Clarifications

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges.
- Prior to the start of work, Silco Fire & Security shall be informed in writing by the owner of any hazardous material issues that may be encountered on-site.
- Customer to provide the necessary wall space for mounting control panels and power supplies.
- Pre-test must be completed prior to final check out.
- Any cost for elevator sub to be on site or testing of elevators are to be covered by the owner.
- Systems must be clear of all "Trouble" signals prior to final check out.
- Systems will require monitoring for final check out.
- Record of completion must be awarded / completed prior to final check out.
- Silco Fire & Security will require 72-hour notice for work performed.

Terms & Conditions

1. Payment Terms (Subject to Credit Approval):
 - 50% down with progress Billing. Deposit must be received before equipment is ordered. Progress invoices due on receipt.
2. The quoted price is valid for 30 days and **does not include** permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
3. Changes in scope and or design will be billed separately, including any AHJ required changes.
4. If delays caused by others exceed 60 days and affect Silco's ability to procure parts at the original quoted price, Silco reserves the right to adjust pricing.
5. If the Customer cancels the project or a portion of the project, Customer agrees to pay for work performed and material restocking fees. Material restocking fees are 30%, except where materials cannot be returned, in which case material restocking fees are 100%.
6. For water-based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
7. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
8. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
9. Regarding signal strength surveys performed for Bi-Directional Amplifier Systems (BDAs), survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of the services proposed by Silco.
10. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard



(sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.

11. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers.
12. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
13. Installation cannot begin until plans are approved by the authority having jurisdiction. Silco will notify the customer when a permit has been issued.
14. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
15. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
16. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or the property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
17. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Printed Name/ Title)



DATE: June 3, 2024

FROM: Wes Huston
Silco Fire & Security
330-284-3590 whuston@SilcoFS.com

SUBJECT: Brecksville Maintenance Shop Building – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work: Base Bid

This is a “Design Build” and “Turnkey” proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 1 smoke detectors, 8 heat detectors, 1 cell unit, 1, document box, 2 pull stations, 3 horn-strobe notification appliances, 1 strobe-only notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See “General Clarifications” for more information.

Bill of Materials: Base Bid

<u>Description</u>	<u>PN</u>	<u>QTY</u>
Fire-Lite ES-50XP Addressable Fire Alarm Control Panel	ES-50x	1
Fire-Lite SD365 Addressable Photoelectric Smoke Detector	SD365	1
Fire-Lite H365 Addressable Heat Detector	SD365R	8
Fire-Lite BG-12LX Dual Action Addressable Pull Station	BG-12LX	2
Wall Strobe System Sensor	SRLED	1
Wall Horn/Strobe System Sensor	P2RLED	3
Weatherproof Horn-Strobe Wall	P2RK	1
StarLink	StarLink1	1
Document Box - Per Code	SAE SSU00961A	1
Surge Suppressor (ac power) - Per Code	DTK-120HW	1
Surge Suppressor (SLC) - Per Code	DTK-2LVLPLV	1

Base Bid Pricing\$10,064.95 + Permit

Continued Scope Clarifications:

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- Correspondence to any State, Insurer or Authority Having Jurisdiction is included.
- **Warranty on new equipment and workmanship.**
- Installation of 120v A/C required to supply the power to fire alarm panel.
- System training must be scheduled in advance with the project manager. Training will consist of one session.
- **Proposed as a single-phase project.**
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6. For water-based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
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16. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or the property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
17. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Printed Name/ Title)



DATE: June 3, 2024

FROM: Wes Huston
 Silco Fire & Security
 330-284-3590 whuston@SilcoFS.com

SUBJECT: Brecksville Service Garage – 4460 Oakes Rd Brecksville, Ohio 44141

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work: Base Bid

This is a “Design Build” and “Turnkey” proposal based upon the clients request and drawings that were provided by the client to install a new fire alarm system. New fire alarm system proposal includes 4 smoke detectors, 8 heat detectors, 1 cell unit, 1, document box, 3 pull stations, 4 horn-strobe notification appliances, 3 strobe-only notification appliances and 1 weather proof horn-strobe notification appliance. This proposal will provide fire alarm shop drawings based upon the EORs design and layout, (CAD files must be provided to Silco before work can begin), submittals, permit package, parts listed below in the bill of materials (BOMs), programming labor, devices replacement labor, panel replacement labor, one system pretest, one system final inspection with AHJ, close out documentation, and a warranty on parts and workmanship. All taxes, freight, and fees are included in the pricing shown below. See “General Clarifications” for more information.

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Weatherproof Horn-Strobe Wall	P2RK	1
StarLink	StarLink1	1
Document Box - Per Code	SAE SSU00961A	1
Surge Suppressor (ac power) - Per Code	DTK-120HW	1
Surge Suppressor (SLC) - Per Code	DTK-2LVLPV	1

Base Bid Pricing\$10,868.71 + Permit

Continued Scope Clarifications:

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14. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
15. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA.
16. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or the property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased, and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
17. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
18. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
19. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
20. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
21. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
22. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Printed Name/ Title)