

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

Customer
Manna Beverages & Ventures
7520 Georgetown Rd
Indianapolis, IN
46268, United States

Prepared By:
Bob Spotts
3174077838
bob.spotts@koorsen.com

Ben Stephens
770-617-0062
bstephens@mannabev.com

Project: **Manna Beverages & Ventures**

Scope of Work

- Provide a design build voice fire alarm per provided customer drawing.
- Please note no fire alarm specifications were available at the time of this proposal. Proposal does not include any Alternates or Addenda.
- Proposal includes engineered drawings. Customer to supply CAD dwg's prior to installion. If CAD dwg's are not available, a change roder will be generated for the additional time to draw the building in FireCAD.
- 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.
- Tank farm dual input monitor module module is included.
- Lift is included.
- New fire alarm will be tied into the buildings existing alarm for sprinkler monitoring.
- If design build device locations are to be changed after installation due to wall designs (artwork, etc.) , a change order will be generated for the material/labor.
- NO permits are included in this proposal pricing.
- 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.
- Please see clarifications listed below.

Equipment

	Quantity
Cerberus Pro 252-Point Voice Addressable FACP Package	1 ea
Remote Annunciator	2 ea
Booster Amplifier Package	2 ea
6AMP NAC Power Supply	3 ea
Smoke Detector	4 ea
Manual Pull Station	25 ea
Speaker Strobe, Red, FIRE	99 ea
Strobe, Red, FIRE	21 ea

	Quantity
Dual Input Monitor Module	1 ea
Weatherproof Speaker Strobe, Red, FIRE	1 ea
Low Voltage Surge (Tank Farm)	2 ea
DUALCOMNF-LV	1 ea
Fire Alarm Document Box	1 ea
Testin & Programming	1 Lot
Blue Push Button, Weather	1 ea

Engineering

	Quantity
Engineering Labor - Project Setup	1 ea
Engineering Labor - Quantity of Panels (FACP & Transponders)	1 ea
Engineering Labor - Quantity of Power Supplies, Annunciators, & DACTs	8 ea
Engineering Labor - Quantity of all Field Devices	178 ea

	Quantity
Project Management Labor	1 ea

	Quantity
State Filing Fee	1 ea

* Tax not applied to part or subcomponent

Included (+)

Included (+)

1. Warranty, Training & Documentation:
 - A. KFS provides a standard KFS warranty, two hours of end-user training upon request, and as-built drawings per customer-provided notes.

2. Engineering and Design:
 - A. KFS provides electronic submittals, approvals, and CAD drawings based on customer-provided drawings. Submittal and AHJ site visit fees are not included.
 - B. Customer to Provide accurate CAD drawing and any specifications files in a timely manner. Clearly mark and document any deviations from the original design to create the final system record as-built drawings.

3. Koorsen Fire and Security has included a lift in this proposal.

4. Customer Responsibilities:
 - A. Provide free accurate design specifications and CAD drawings, free site access during KFS hours, fire-stopping installation at no cost to KFS, and a dedicated breaker with circuit breaker lock marked as "Fire" for every panel and power supply(s).
 - B. All high voltage equipment, expenses and labor by others

5. 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).

6. Installation Labor (Turn-Key):
 - A. KFS to engineer, program, 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 conduits (if required by NEC) as detailed in the agreement.

Excluded (-)

1. Installation labor and materials:
 - A. Troubleshooting of wiring or equipment installed by others
 - B. Device type, spacing, selection, and placements provided by others
 - C. Cabling parts and installation labor, as well as cabling infrastructure parts and installation labor, unless noted in the inclusion section.
 - D. Reliability and future performance of equipment provided and installed by others (e.g., sprinkler waterflow, tamper switches, pressure switches, kitchen hood suppression systems, elevators, etc.)

2. Site access and logistics:
 - A. Labor for multiple phases or trips, work outside of regular KFS working hours, and additional labor due to limited access or modifications to building systems or structures
 - B. Lift rentals and parking fees
 - C. Coordination with other trades or contractors
 - D. Costs associated with providing temporary fire protection during installation, providing access to the building or work area, or relocation of business or occupants.

3. Design and compatibility:
 - A. Changes to the fire alarm system layout or design made after the proposal is accepted may incur additional fees
 - B. Site surveys or testing required to verify existing conditions and compatibility with the proposed fire alarm system
 - C. Modifications to building systems or structures required to accommodate the fire alarm system or compatibility with existing building systems, infrastructure, or equipment cannot be guaranteed.
 - D. Costs associated with complying with unique customer requests beyond what is necessary to install a standard fire alarm system
 - E. Ceilings other than flat smooth may require reduced estimated device spacing, and additional or different devices may be required to address factors affecting response.

Excluded (-)

4. Other:
- A. Additional costs resulting from the customer's inaccurate, incomplete, or outdated information and documentation.
 - B. PE stamp or approval other than KFS NICET Level IV Fire Alarm employees is not included.
 - C. Required permits, fees, or inspections by local authorities
 - D. Upgrades or modifications to the building's electrical or power systems
 - E. Required fire alarm monitoring services
 - F. Communication or notification devices beyond those specified in the proposal
 - G. Testing, maintenance, or repair services beyond the initial installation
 - H. Costs associated with removal and disposal of existing fire alarm system components.
 - I. AIA billing not included
 - J. Prevailing wage not included unless, specified in this document
 - K. Asbestos abatement of any sort
 - L. Confined space work of any sort
 - M. Building conditions or work areas that are uninhabitable
 - N. Core drilling for electrical paths, raceways, and/or conduits
 - O. Work in hazardous areas
 - P. Performance &/or Bid Bonds not included
 - Q. Liquidated damages for failure to meet project completion deadlines.

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.

Summary

Subtotal	\$200,855
----------	-----------

\$200,855

Accepted By	Date
.....	

- 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 therefrom, 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.