



CLIFF'S FIRE EXTINGUISHER CO., INC.

311 Bell Park Drive, Woodstock, GA 30188
Phone: 770-591-5271 Fax: 770-591-4033



To:	Cobb County - Parks and Rec	Proposal Date:	1/18/17
Address:	100 Cherokee Street, #410, Marietta, GA 30090-9610	Proposal No:	CFE-3185
ATTN:		Site Address:	Cobb County Gymnastics Center, 542 Fairground St, Marietta, GA 30060

We propose to provide the following scope of work as described below at the above location for the sum of **\$100.00**.

SCOPE OF WORK

Testing the
Signature

TERMS: NET 30 - Payment due within thirty (30) days of date of invoice.

We reserve the right to send partial billings for projects based on work completed. Payment due according to agreed upon terms.

Customer is responsible for providing access to all areas. **All Return Trips** related to lack of access will be subject to a **minimum service fee of \$300.00**, depending upon distance and services provided.

EXCLUDED FROM OUR WORK IS: Backflow preventer, painting, prepping pipe for painting, patching, alarms, wiring of alarms, cutting and patching floors, drives and walls, freeze protection. All doors, wall and equipment that must be removed and/or reinstalled. This work must be completed by someone else. No seismic protection required, **assumes adequate water**.

This price subject to revision if not accepted within thirty (30) days (12/13/17). We thank you for the privilege of submitting this proposal.

Respectfully,
Cliff's Fire Extinguisher Co.

By: Louie Lincoln
Manager

Purchaser's written execution of this proposal shall constitute acceptance thereof and shall be deemed to form a written contract between the parties that specifically includes all terms and conditions set forth in this agreement, including items 1 - 16 in the terms and conditions listed below.

Penny Sue

**On 09/17/2019 02:17 PM, I accept Quote 3185 for the price of \$100.00 including all terms and conditions for the following scope of work: Testing the
Signature**

Penny Sue
September 17, 2019

PROPOSAL TERMS AND CONDITIONS

1. Systems Installation - Purchaser shall furnish all necessary facilities for performance of the work by CLIFFS FIRE EXTINGUISHER CO, including site access, adequate space for storage and handling of material, light, water, heater, local telephone, watchman, crane, elevator service (if available), and all necessary permits. Except where dry pipe or anti-freeze type system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of system. Purchaser shall furnish all necessary plans, specifications, drawings, contract documents, project schedules, or any revisions thereto to CLIFFS FIRE EXTINGUISHER CO.
2. System Alignment - Purchaser agrees that the sprinkler heads with piping concealed above ceiling tile, are to be located and aligned symmetrically within normal fabrication and installation tolerances to be established by CLIFFS FIRE EXTINGUISHER CO. Unless otherwise agreed in writing, Purchaser agrees sprinkler heads are not required to be centered in suspended ceiling tile (center of tile), and that precise location of sprinkler heads shall be determined by CLIFFS FIRE EXTINGUISHER CO.
3. Excavation - When CLIFFS FIRE EXTINGUISHER CO does excavations, if water, quicksand, rock or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for, as an extra to the contract price, the additional expense involved. All underground installations are based on four feet maximum bury and any greater depth will be an extra to the contract price.
4. Damage - While employees of CLIFFS FIRE EXTINGUISHER CO will exercise reasonable care in the performance hereunder, CLIFFS FIRE EXTINGUISHER CO shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, wiring fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed or any excavation required hereunder, shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks).
5. Changes in Scope of Work - All installation will be made in accordance with a survey by CLIFFS FIRE EXTINGUISHER CO of the premises based on the present or proposed type of occupancy. If any changes in said system are required by any change in type of occupancy, or by obstructions not in position when said survey was made, or not indicated on plans furnished to CLIFFS FIRE EXTINGUISHER CO or by reasons of any alterations of, or additions to extensions to said premises, Purchaser agrees to pay to CLIFFS FIRE EXTINGUISHER CO any additional cost in performing this contract.
6. Delay - If CLIFFS FIRE EXTINGUISHER CO is delayed at any time in performing its work by an act or neglect of the Purchaser, an architect, engineer, building official / inspector or third party or by labor disputes, fire, unusual delay in deliveries, weather, other Acts of God, unavoidable casualties or other causes beyond CLIFFS FIRE EXTINGUISHER COs control, then the time for CLIFFS FIRE EXTINGUISHER CO to perform its work shall be extended a reasonable period of time. Under no circumstances shall CLIFFS FIRE EXTINGUISHER CO be liable for direct or indirect damages for any delay in performing its work.
7. Working Hours - All installation work will be performed during normal working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse CLIFFS FIRE EXTINGUISHER CO for the overtime premium for same with the next billing of CLIFFS FIRE EXTINGUISHER CO to Purchaser. CLIFFS FIRE EXTINGUISHER COs normal hours are 7:30 a.m. to 5:30 p.m., Monday thru Thursday.
8. Warranty - CLIFFS FIRE EXTINGUISHER CO agrees that for a period of one (1) year after completion of the installation of CLIFFS FIRE EXTINGUISHER COs work or substantial completion of the project, whichever shall first occur, it will make, at its expense, all repairs to its own work made necessary by defective materials or workmanship. This obligation shall not apply to any installation work that has been altered or utilized in a manner not approved by CLIFFS FIRE EXTINGUISHER CO or subjected to accidents, negligence, abuse, misuse, unauthorized use, improper maintenance or damage through no fault of CLIFFS FIRE EXTINGUISHER CO.
9. Liability - All loss or damage for any cause (not the fault of CLIFFS FIRE EXTINGUISHER CO) to the materials, tools, equipment, work or workmen of CLIFFS FIRE EXTINGUISHER CO or its agent or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser. The Purchaser shall provide and maintain insurance to protect the project and CLIFFS FIRE EXTINGUISHER COs work from any kind of peril of physical loss and shall cause CLIFFS FIRE EXTINGUISHER CO to be named as an additional insured under this insurance policy.
10. Bonds - CLIFFS FIRE EXTINGUISHER CO shall furnish to Purchaser, within ten (10) days of written demand, copies of all required bonds which provide coverage for materials delivered or furnished and labor performed at the project site (these bonds to be paid for by Purchaser), however, the bonds will not be transmitted to the Purchaser until an executed contract is received by CLIFFS FIRE EXTINGUISHER CO.
11. Assignment by Purchaser - This proposal may not be assigned by Purchaser without written consent of CLIFFS FIRE EXTINGUISHER CO.
12. Terms of Payment - Invoices will be rendered representing the value of materials delivered to the site and work performed. All such invoices are payable in full within thirty (30) days. 2% interest per month will be added to past due invoices. If payment is not received in full by the 51st day, the unpaid amount will be subject to an additional 20% collection fee.
13. Revocation of Bid - This bid is revocable at any time prior to signed acceptance by the Purchaser.
14. Default - In case of default by Purchaser, CLIFFS FIRE EXTINGUISHER CO may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said installation shall have been completed), or may enter said premises and shut off the water from said system or remove all or any portion of the same. All such remedies of CLIFFS FIRE EXTINGUISHER CO are cumulative. Default by Purchaser shall consist of; failure to pay any monthly invoice when due, no demand being necessary or any act of omission on the part of the Purchaser whereby CLIFFS FIRE EXTINGUISHER CO is prevented from completion of said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lienied or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten

(10) days after its occurrence. Should the contract price or any portion thereof, not be paid as set forth above, then Purchaser agrees to pay all costs, including reasonable attorney's fees, incurred by CLIFFS FIRE EXTINGUISHER CO as a result thereof and is not conditioned upon suit actually being filed.

15. Legal Action - Purchaser and CLIFFS FIRE EXTINGUISHER CO agree that venue and jurisdiction for any suit or other legal action under this purchase order shall lie in CherokeeCounty, Georgia and further agree that any suit or other legal action under this proposal shall be filed in a state court located in CherokeeCounty, Georgia.

16. Conflicts - It is expressly agreed there are no promises, agreements or understandings not set forth in this proposal and the proposal supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a variance or conflict between any contract, agreement, plan, specification, drawing or other contract document and this proposal, then the terms of this proposal shall govern and take precedent over such conflicting term.