



Date of Proposal: August 14, 2024

Proposal Submitted To: Zero/Six Consulting, LLC  
Address: 1027 23rd Street Rear  
Galveston, TX 77550

Attention: Zach Johnson Phone: 284.433.7314  
Email: ZJohnson@Z6Consulting.com

Project Name: Austin Middle School – Replacement of Underground Line and P.I.V.

**Scope of Work:**

To install a new 8" underground line approximately 110'-0" in length, this underground line will span from an existing underground valve to a new Post Indicator Valve (P.I.V.). The project is located at 5414 Ursuline Street, Galveston, Texas 77550. Existing piping or the integrity of any existing components are excluded from this proposal.

Description	
Engineering / Design / Permit / T.A.P Fees	Not Included
Labor & Materials for the Fire Line Underground (110'-0")	Included
Project Total	\$66,250

**Notes:**

Due to recent material price increase notices, Summit Fire can only hold the following SOW and associated pricing as long as material pricing remains unchanged from date of quote. Bid price will increase in direct proportion to increases in pipe, fittings, and steel increases. Documentation of increases from manufactures will be supplied by Summit Fire in the case of any increases.

**Exclusions:**

Adequate water supply. Inadequate water supply may entail change orders to design and installation.  
Any protection for, attics, or interstitial space areas.  
Any protection above ordinary hazard 0.20 GPM/FT2 density.  
Shutdowns or moving of any materials that are in the way of installation.  
Firewatch and / or temporary fire protection.  
Anything beyond the contract drawings or scope of work.  
Unforeseen job shutdowns.  
Damage by others to system components.  
A.H.J. requirements that are above-and-beyond NFPA codes.  
Cutting, removing, patching, painting or repair of sheetrock, ceiling tile or any part of building.  
Freeze protection, insulation, heat trace or draft stops.  
Electrician or Electrical or Alarm work of any kind.  
Overtime, weekend, and Holidays (job to be completed during the hours of 7a.m. thru 4:00p.m. Monday thru Friday, except Holidays).  
Materials to reinforce the structure in any manner.

Painting, priming, or cleaning of pipe. Painter is responsible to protect the sprinkler heads from overspray.  
Seismic bracing of any kind.  
Any concrete work (cutting, removal, pouring, or concrete pads). Damage or takedown of vegetation or fencing during excavation for underground line.  
Shoring or any additional materials being dug other than dirt, such as concrete, ash fault, pipe, tree roots etc.  
Steel plates for traffic, traffic control.  
Compaction, vibration of soils, or increasing soil density beyond natural state.  
Engineering or architectural stamps.  
Excessive TAP and/or permit fees.

**Payment of Contract Price:**

Owner shall pay Summit Fire & Security the final Contract Price as follows: **\$66,250.00**  
Taxes are not included.

**Completion of the Project:**

Summit Fire & Security offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the scope of work. This Proposal shall be Valid for 30 days. Any quote with a total amount due of \$2,000.00 or more requires a 50% deposit upon acceptance.

**General Conditions:**

The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire & Security and Owner.

SUMMIT FIRE & SECURITY LLC:

By: Nate Mayo  
Signature

Nate Mayo  
Print Name

Summit Fire & Security  
218 N. Preston  
Pasadena TX 77503  
[NMayo@SummitFireSecurity.com](mailto:NMayo@SummitFireSecurity.com)  
Phone: 713-455-0296  
Cell: 832-514-1144

**Owner Acceptance of Proposal:**

Summit Fire & Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the Attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire & Security and Owner.

OWNER:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security Fire," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment, and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security Fire's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security Fire's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security Fire. Summit Fire & Security Fire's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security Fire, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security Fire.
6. **Access.** Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
8. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary, or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend, and hold Summit Fire & Security harmless from and against claims, actions, costs, and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security Fire.
9. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
10. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security Fire, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance, or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
11. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced, and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended, or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.