



From | **Total Fire Protection Inc.**
5385 Patterson Avenue
Southeast
Grand Rapids MI 49512
(616) 735-2300

Quote No. | **2015183**
Type | Repair
Prepared By | Evan Cusack
Created On | 02/02/2022
Valid Until | 03/31/2022

Quote For | **Besser Museum for
Northeast Michigan**
491 Johnson Street
Alpena MI 49707
(989) 356-2202

Description of Work

Quote to Replace Failed Valve Following 5 Year Internal Inspection.

February 2, 2022

Attn: Matt Klimczak

Besser Museum for NE Michigan

491 Johnson Street

Alpena, MI 49707

Email: mklimczak@bessermuseum.org

Phone: 989-356-2202

Matt,

The NFPA deficiencies listed below, among others, were found by Total Fire Protection Inc. during the 2022 annual inspection at your facility. These deficiencies are reflected on your NFPA annual inspection report and are required to be addressed in order to have a clean inspection report. This quote is based on all work being performed during normal business hours, Monday - Friday, 7 am to 4 pm and excludes performing work on holidays. If you have any questions, please do not hesitate to contact us at any time. We will bring tarps/plastic to funnel water from draining in riser room.

SCOPE OF WORK: The scope of work under this Agreement is limited to the provision of services. Total Fire Protection, Inc. is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Portions of systems that are latent or concealed are excluded from the inspection.

LIMITATION OF LIABILITY: In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

WAIVER OF SUBROGATION: The Seller is not an insurer against loss or damage. Sufficient insurance shall be obtained by Buyer to cover the premises (and property therein) where the Work will be performed. Buyer agrees to rely exclusively on Buyers insurance to recover for injuries, losses or damages suffered in the event of any loss, damage or injury to the premises, persons, or property therein. Buyer, for itself and all others claiming by or through it under this Quotation, releases, and discharges Seller from and against all losses, costs, expenses, and damages covered by Buyers insurance. It is expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against Seller.

INCIDENTAL/CONSEQUENTIAL DAMAGES: Under no circumstances shall Seller be liable to Buyer for indirect, incidental, or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

INDEMNITY: Buyer agrees to indemnify, hold harmless and defend Seller, to the fullest extent permitted by law, against all losses, damages, costs, including expert fees and attorneys fees, arising from, or related to any action or failure to act by Buyer or any employee, agent, representative, officer or director of Buyer. In the event Seller is forced to retain an attorney to collect monies owed to Seller by Buyer, Buyer agrees to pay Sellers reasonable attorneys fees incurred both pre-suit and in litigation related to the collection of monies

owed by Buyer to Seller or to Sellers attempt to enforce any of the terms and conditions of this Quotation. This Quotation should be governed by the laws of the State where the Work is performed, without reference to any conflict of laws principles.

Owner/owners representative is responsible for complete building access and disabling of alarms and security monitoring. The facility must be made accessible between the hours of 7:00 am and 3:30 pm, Monday thru Friday. After hours or weekend rates are not included in this proposal.

Respectfully,

Evan Cusack

Total Fire Protection

[\(616\) 735.2300](tel:(616)735.2300)Office

[\(616\) 291.0654](tel:(616)291.0654)Cell

E-mail: ecusack@totalfire.biz

Services to be completed

[Sprinkler] Location - Building

NFPA 25 Deficiency:

During the 5 year internal inspection, the FDC check valve was seized in the closed position and will not operate. Replacement required.

Parts, labor, and fees	Quantity	Unit Price	Total
Not to Exceed Quote to replace failed check valve. Address Select NFPA Deficiencies Found During 2022 Annual Inspections.	1	\$1,510.00	\$1,510.00
		GRAND TOTAL	\$1,510.00

Terms and Conditions

Invoice due in Net 30 days

Approved by Matt Klimczak on 2/3/2022 08:33am from IP address 207.75.41.82

Photo



FDC check valve