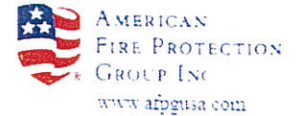




## Superior Fire Protection

12330 E 60th Street, Suite F Tulsa, OK 74146  
Phone 918-836-0118 | 800-836-0118 | Fax 918-836-8901  
OK Lic 2010  
www.superiorfire.net



AMERICAN  
FIRE PROTECTION  
GROUP INC  
www.afpgusa.com

### BID PROPOSAL

Date: December 8, 2014  
To: Larry Pennington  
lpennington@tulsarealtors.com  
Broken Arrow, Oklahoma  
Project: Stogeys Cigar Bar  
207 S. Main  
Broken Arrow, Oklahoma 74012  
Item of Quote: Above Ground Wet Pipe Fire Sprinkler System

#### Scope of work:

1. Design, Fabrication and Installation of a new wet pipe fire sprinkler system to protect the existing Two Story 3,670 Square Foot building.
2. All work will be designed and installed in accordance with NFPA #13 Light Hazard .1 GPM / 1500 Sq/Ft. & the local Authority Having Jurisdiction.
3. All interior work to start at the proposed 4 Inch Riser Location 1'-0" above the finished floor. Underground work to be performed by others.
4. All work and material will meet NFPA #13 and local code requirements.
5. All submittals, shop drawings and approvals are included & will be transmitted electronically.
6. Wet System pipe and fittings shall meet NFPA Standards.
7. Piping is to be run exposed below the ceiling.
8. Heads will be installed above & below ceilings in limited areas on the 1<sup>st</sup> floor where storage areas are above the ceiling.
9. Heads above the ceiling will be Brass Uprights, heads below ceiling to be either Brass Uprights or Pendants
10. All grooved mains & branch lines will be Schedule 10 black steel pipe. All threaded pipe will be Schedule 40 black steel pipe.
11. Double Check Reduced Pressure Backflow Preventer will be installed per the Broken Arrow Fire Marshal.
12. Bid price is based on work being performed during Superior Fire Protection normal working hours of 7am to 4pm.
13. Project will be billed on monthly progress.
14. Bid price is based on having adequate water at the riser location.
15. Tamper Switches, Flow Switches and Outside Horn/Strobe.

#### Exclusions:

1. Underground work of any nature
2. Electrical work of any nature, including temp power.
3. Fire Pump, Fire Tank and related equipment if required.
4. Painting and/or cleaning of pipe.
5. Seismic protection.
6. Fire Extinguishers & Cabinets.
7. Fire Alarm System and/or Equipment other than referenced above.
8. Adequate heat or insulation of any kind to prevent wet pipe system from freezing.
9. Access Panels of any kind.
10. 3D / BIM design of fire sprinkler system.
11. Bid Bond is not included in the bid amount below.



## Superior Fire Protection

12330 E 60th Street, Suite F Tulsa, OK 74146  
Phone 918-836-0118 | 800-836-0118 | Fax 918-836-8901  
OK Lic. 2010  
www.superiorfire.net



AMERICAN  
FIRE PROTECTION  
GROUP INC  
www.afpusa.com

Base Bid Price: \$25,282.00 (Twenty Five Thousand Two Hundred Eighty Two & no/100\*\*\*)

Chris D. Glimp, CET

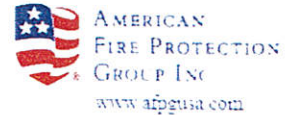
Project Manager

Price is Valid for 30 days.



## Superior Fire Protection

12330 E. 60th Street, Suite F, Tulsa, OK 74146  
Phone 918-836-0118 | 800-836-0118 | Fax 918-836-8901  
OK Lic 2010  
www.superiorfire.net



AMERICAN  
FIRE PROTECTION  
GROUP INC  
www.afpgusa.com

### TERMS AND CONDITIONS

The Proposal together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties

1. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES" CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
2. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
3. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

## CONTRACT AGREEMENT

This Contract is entered into, effective as of 3/30/2015, by and between, Superior Fire Protection (hereinafter referred to as "Contractor") and RDS Properties II LLC (hereinafter referred to as "Owner")

Owner (name & address):                   RDS Properties II LLC  
4217 West Seattle Street  
Broken Arrow, Oklahoma 74012

Contractor (name & address):            Superior Fire Protection  
12330 E. 60<sup>th</sup> Street, Suite F  
Tulsa, Oklahoma 74146

Project:                                        Stogeys Cigar Bar  
207 S. Main  
Broken Arrow, Oklahoma 74012

Contractor and Owner, for good and valuable consideration, agree and set forth below:

- A. **Contract Documents:** The Contract includes and incorporates by reference this Contract Agreement and attached Proposal dated; 12/08/2015.
- B. **Scope of Work:** Contractor agrees to furnish all labor, services, materials, and equipment required for the complete, prompt, and efficient performance of the work generally described as follows:
- See attached proposal dated December 8, 2014.
- Exclusions:**
- See attached proposal dated December 8, 2014.
- C. **Contract Amount:** For performing the work generally described in Paragraph B and/or in the attached Proposal, Owner agrees to pay Contractor in accordance with Paragraph D, subject to additions and/or deductions for changes in the work, in accordance with Paragraph I, the total sum of: **\$25,282.00 ( Twenty Five Thousand Two Hundred Eighty Two and 00/100)**

This amount includes all applicable taxes, including but not limited to, any sales and use tax. Contractor hereby certifies that it is properly licensed in the state wherein the Project is located to collect and pay any applicable taxes.

- D. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date, normally the last day of each month. Owner agrees to pay such progress billing in full less 5% retention held. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations.
- E. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1.5%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- F. **Defects, Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship and/or materials for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- G. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- H. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- I. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph E.

J. **Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:

Workers Compensation	Statutory Limits
Employer's Liability, including "Stop Gap"	\$1,000,000 each accident
Commercial General Liability	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$4,000,000 general aggregate (per project)
Commercial Automobile Liability	\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph I.

- K. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- L. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in affect on the date of the Contract. The hearing shall be held in Tulsa, Oklahoma.
- M. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- N. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- O. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.
- P. **Code Requirement:** Contractor represents that the bid proposal meets all applicable rules, codes, ordinances or other requirements of any political subdivision having jurisdiction over the site and agrees that completion of the work shall include a satisfactory inspection of the

job by The City of Broken Arrow and the issuance of any certification necessary for the issuance of an occupancy permit.

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

CONTRACTOR

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Division Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID # 45-4065183

State Tax ID # STS-10063862-05