

Proposal submitted to: Blount County Schools		Date Submitted: 5/21/26	
Project Description: Mary Blount Elementary School Fire Alarm Upgrade			
Billing Address 831 Grandview Drive		Site Address	
City Maryville		City	
State TN	Zip 37803	State	Zip
Contact: Clay Davis Phone: 865-801-0296		Email: clay.davis@blountk12.org	

GAI hereby submits specifications and estimates to:

Quoted as per Bid number 2023-0154 C20230154 - Alarm services - schools only

Option 1 Provide and install a new complete ES1000X Fire-Lite addressable fire alarm system with Voice Evacuation expansion and upgrade as per Gallaher design and scope as follows:

Option 1 Fire-Lite addressable fire alarm system \$265,497.28 Initial to accept_____

- 1) Fire alarm system install using plenum cable with J-hooks above ceiling and conduit where wire is exposed below 10 feet. Existing cable will be reused where possible.
- 2) **Draft devices to drawings, design system, generate battery calculations and wire sizes, submit to County and State for approval. Does not include generation of new CAD drawings should they for some unexpected reason be required.**
- 3) System is designed with full analog voice throughout main interconnected building.
- 4) Conduit where required, wire mold, boxes, sleeves and fire caulk are included.
- 5) Quote includes (1) remote annunciator location TBD by local and state AHJ
- 6) Quote assumes there are no unknown Gas Fired appliances, no CO-Detection included.
- 7) Payment/performance bonds are not included in price.
- 8) This quote only has pull stations included at the public exit areas, however they are not included at the individual classroom exits to help eliminate student activations.
- 9) This quote includes smoke detection in corridor areas, storage rooms, at fire doors, at panels and power supplies. With heat detectors in mechanical and electrical rooms.
- 10) The sprinkler will be monitored for tamper and flow switch.
- 11) Kitchen hood system monitored.
- 12) Includes terminations, mounting, programming, testing with both local and state Fire Marshal.

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- 13) Duct detectors to be provided and installed on all AHU's over 2000cfm with remote test where required by code.
- 14) Old fire alarm equipment to be removed and turned over to school maintenance.
- 15) CLSS communicator is included to transmit point data to monitoring service from new devices (monitoring contract is separate as per BCS contract terms).
- 16) AHU shutdown wiring to be connected at unit by school maintenance as discussed.
- 17) AC power for panel and remote power supplies provided by school maintenance as discussed.
- 18) System training as required.

GAI will provide the above with the following qualifications unless otherwise agreed:

- 1) Prices **below** are subject change pending system review and approval of the local AHJ.
 - 2) GAI **will be** working as a subcontractor and therefore responsible for all applicable sales tax
 - 3) Upon Gallaher being selected contract terms and conditions will be negotiated to **agreement by all parties.**
 - 4) No provisions or pricing for Wage Scale has been included in this proposal.
 - 5) No provisions or pricing for 2nd Tier Lien Waivers has been included in this proposal.
 - 6) Schedule **delay/slip** outside of Gallaher contract control will result in **additional time** at end of project to allow for **completion** as required without implementation of liquidated damages.
 - 7) Existing electrical **panels** and disconnects to be used for AC power needs.
 - 8) No patching, painting of walls, or firestopping/fire caulking is included in GAI scope unless specifically specified.
 - 9) No asbestos abatement or removal.
 - 10) No conduit painting except as specified.
 - 11) Install **price below** includes freight, taxes, programming, testing and certification of systems.
 - 12) No overtime is included.
 - 13) Gallaher reserves the right to withdraw this proposal if not accepted within 30 days.
- 14) Price Volatility, Increased Costs, and Delays Due to uncontrollable Events**
 The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of Gallaher, including tariffs, sudden shortages, or pandemic situations. If a specified product is unavailable or shipment is delayed, Gallaher shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of labor, materials, equipment, products, or other scope-related costs due to prolonged project start date, uncontrollable disasters, sudden shortages, tariffs or pandemics between the date of the accepted contract and the time when the work is ready for the installation or execution of the affected services, the circumstance will be deemed as an increase in scope, and the amount of this contract shall be increased to reflect these additional costs. Gallaher shall provide written notice and supporting information to the customer/contractor for any circumstance where the contract amount increases.
- 15) No provisions or pricing have been included to allow for any Moves, Adds or Changes that the AHJ may or may not require to satisfy their requirements to meet their current adopted code.

We Hereby Propose to furnish the above in accordance with the information received, for the sum of:

\$ 265,497.28


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With payment to be made as follows: Progress Billed Net 30 days		Initial: _____
<i>All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance.</i>		Authorized GAI Signature: 
Note: This proposal may be withdrawn by GAI if not accepted within 30 days.		
Acceptance of this proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted within the scope of GAI's terms and conditions. You are authorized to do the work specified. Payment will be made as outlined above.		
This Proposal/Contract <input type="checkbox"/> does / <input checked="" type="checkbox"/> does not include Fire Alarm Monitoring.		Initial: _____
P.O. Number:	Name:	
Date Accepted:	Signature:	

GENERAL TERMS AND CONDITIONS

<p>ENTIRE CONTRACT: The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed only by the terms and conditions appearing herein. This contract is not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which</p>	<p>STRUCTURE AND SITE CONDITIONS: While employees of Seller will exercise reasonable care in this respect, Seller 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, or for damage resulting from concealed piping, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the conduit, wiring, cable and/or mounted equipment and/or devices. The Purchaser shall have all things in readiness for installation, including,</p>
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reimburse Seller for work performed, handling charges, reasonable overhead and lost profit.

ASSIGNMENT: Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

MODIFICATIONS AND SUBSTITUTIONS: Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating hereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

PAYMENT: Payments shall be due and payable within thirty (30) days and final payment will be due after substantial completion of the installation, or, if approved prior thereto, then upon approval unless otherwise agreed to above. A service charge will be made and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 24% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts.

DELAYS: Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.

CLAIMS: Any claim against Seller arising hereunder shall be deemed waived unless received by Seller in writing with particulars, within ten (10) days after it shall arise.

WARRANTY: Seller agrees that for a period of one (1) year after completion of said installation it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. Upon completion of the installation, the system will be turned over to the Purchaser fully inspected, tested and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other

but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection or at the Seller's primary place of storage, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accordance with schedules, which are the basis of Seller's proposal, shall be considered a failure to have things in readiness for erection in accordance with the terms of this contract.

SITE FACILITIES: Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

CHANGES, ALTERATIONS, ADDITIONS: Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

SEVERABILITY: Should any part, term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining provisions hereof shall not be affected thereby.

PRICES: In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery and completion dates quoted herein shall be changed by Seller as may be required.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS: The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

EXCAVATION: In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the Seller due to water, quicksand, rock or other unforeseen obstruction encountered or shoring if required.

LEGAL NOTICE: For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

WARRANTY FOR INSTALLED SYSTEMS AND/OR EQUIPMENT ONLY: GALLAHER & ASSOCIATES, INC., shall warrant the complete system wiring and equipment as furnished to be free from inherent mechanical and electrical defects for a period of one (1) year from the date of completed and certified test or from the date of first beneficial use, whichever comes first, per the equipment manufacturer's warranty. In the event where GAL equipment is installed by someone other than GAL, the warranty applies to the equipment provided only, not the installation. This warranty shall be ineffective and shall not apply to goods that

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manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

INTERFERENCES: Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trade(s).

LIMITATIONS OF LIABILITY: In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

DEFAULT: In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including handling, overhead, and profit. Seller shall also be entitled to shut off the power to said system and remove all or a portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing 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, liened 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.

have been subjected to misuse, neglect, accident, damage, improper maintenance, acts of God, or to goods altered or repaired by anyone other than GALLAHER & ASSOCIATES, INC. or its' authorized representative.

ALL OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY EXCLUDED.

ARBITRATION: At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Maryville, Alcoa, or Knoxville, Tennessee.

BACKCHARGE: No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to Seller to correct any alleged work deficiencies or clean-up which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

OVERTIME: Unless otherwise specified by Purchaser, all installation work will be performed during regular hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

INCIDENTAL LOSSES: All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

OSHA: Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596) and/or the Americans with Disabilities Act (Public Law 101-336), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.