



April 22, 2025

Howard Heldreth
hheldreth@dconc.gov
Durham County
201 East Main Street Floor 7th Floor
Durham, North Carolina 27701

RE: C1-2550096 - DCDC Fire Pump Replacement
Durham

Dear Howard:

We are pleased to submit our Flat Rate price of Two Hundred Sixty Six Thousand Nine Hundred Eighty-Five Dollars (\$266,985.00) for material, equipment, and labor as required for the above referenced project for the fire sprinkler system(s) as further clarified below. The above stated price does NOT include Sales and Use Tax for Repair, Maintenance, and Installation Services for Real Property Contracts. This quotation is Subject to the Terms & Conditions attached to this proposal, which are incorporated by reference, based upon drawings dated 2/12/2025, prepared by EPM Inc, and the following qualifications and exclusions:

WORK SCOPE:

This proposal is based the installation of a new diesel 1,500 GPM horizontal split case fire pump rated at 85 PSI in the existing pump house. It includes installation and tie-in of new 8" suction and discharge piping and fittings to tie-in to the existing diesel pump suction and discharge piping. It also includes a new controller with wiring. This also includes one (1) set up and test with the manufacturer's representatives.

This proposal includes the cost associated with the relocation of the existing, vertically installed check valve. The existing check valve assembly will be relocated to the horizontal position to accommodate the new pipe routing on the suction side of the new pump.

This proposal includes the replacement of the existing 10" double check backflow prevention assembly with a new RPZ assembly to be mounted in the same location as the removed assembly.

Upon completion of the fire protection equipment removal and replacement, the new equipment will be tested to ensure its functionality.

QUALIFICATIONS/CLARIFICATIONS:

1. This quotation does not include any electrical power, signal, and/or control wiring, nor does this quotation include an alarm system.
2. Sunland Fire Protection (SFP) will not be held responsible for microbiological influenced corrosion (MIC) that may be introduced into the fire protection system from the local water supply.
3. This quotation does not include preparation or painting of pipe nor does it include pipe identification.
4. This quotation does not include any cutting or patching.
5. This quotation is based upon work being performed on a continuous work schedule and working 10 hour shifts. This quotation does not include any overtime work or shift work.
6. This quotation does not include seismic restraints and/or bracing.

7. This quotation is based upon utilizing semi-recessed, pendant sprinkler heads in areas with ceilings. Sprinkler heads will be in line and symmetrical, but will not necessarily be centered in the ceiling tile modules.
8. Fees related to 3rd Party billing Services such as Textura are specifically excluded. If required, a change order, including reasonable markup, will be processed covering all related fees.
9. This quotation DOES include furnishing fire sprinkler shop drawings and computer generated hydraulic calculations, which we would submit to the local authority having jurisdiction for review.
10. This quotation is based upon AutoCAD compatible files being provided at no cost to Sunland Fire Protection. Any costs Sunland Fire Protection incurs to obtain AutoCAD compatible files will be an extra to the contract.
11. This quotation is based upon installation being made from finished floors using ladders, aerial lift, man lift and/or other similar equipment.
12. This quotation is based on our scope of work beginning 1'-0" above the finished floor at a flanged connection to the underground supply line. This proposal does not include any underground work.
13. This quotation is based on an adequate water supply that will support the existing pipe schedule sprinkler system.
14. This quotation DOES include any tap fees, permit fees, and/or inspection fees.
15. This quotation is based upon the buyer providing sufficient heat, insulation, and/or other means to prevent any freezing of water in the fire protection sprinkler system piping.
16. Except as specifically set forth in the scope of work above, this quotation does not include bringing the existing system up to code, repairing discrepancies found during our work scope, or altering the system in any way outside of the aforementioned work scope.
17. This quotation is based upon NFPA Codes and nationally accepted fire protection practices, but does not include provisions for local authority requirements and/or inspection items, which may exceed NFPA requirements. Any such additional work will be provided by change order at SFP's prevailing time and material rates.
18. This quotation is based upon installation being made from solid floors using ladders.
19. This quotation is based upon utilizing schedule 10 black pipe with rolled grooved fittings and/or schedule 40 black pipe with cast iron screwed fittings.
20. This quotation is based upon pressure testing, per NFPA requirement, of the new work involved only, and DOES NOT include pressure testing of the existing system. Any pressure test required on the existing system will be handled as an extra to the contract. The buyer assumes full responsibility for the condition of the existing system, and for water and/or other damage resulting directly or indirectly from such condition and/or the application of test and/or flushing pressures to the existing system.
21. It is not the responsibility of SFP to inspect the site, including subsurface and concealed areas at the job site and therefore SFP takes no responsibility whatsoever for removal or disposal of toxic, hazardous or other dangerous substances that may be found at the site. To the fullest extent permitted by law, customer agrees to indemnify, defend, and hold SFP and its employees, agents, and representatives harmless from any claims, fines, assessments, or liabilities arising from or related to the presence or disposal of such substances.
22. Notwithstanding any provision to the contrary, Subcontractor shall maintain types and limitations on insurance as shown on the attached certificate of insurance. Subcontractor is not required to include Contractor, Owner or any others as additional insured or named insured, nor to waive any claims or rights of subrogation against the Contractor, Owner or any others for losses and claims covered or paid by Subcontractor's workers compensation or general liability insurance.
23. Per North Carolina law, it is the owner's responsibility to secure a Lien Agent and to provide the Lien Agent Entry number, so that we might provide this information to our sub-contractors and/or vendors associated with this project.
24. This quotation is valid for fifteen (15) days from the date indicated above.

Sunland Fire Protection's (SFP) price is based on material prices as of the date of this proposal. Due to the significant uncertainty of steel and other product prices, the price of this proposal shall be adjusted to reflect any increase in price in effect at the date of delivery of the material to the job site. Once the material is delivered to the job site, SFP shall submit a change order outlining the prices used in the bid and the prices in effect at the date of the delivery and a change order will be issued for any additional material cost.

Our terms of payment are in monthly installments due by the tenth day of the month for the sum of 100% of the price of the material delivered and labor for work performed in the month immediately preceding. Final payment will be due within thirty (30) days of substantial completion. Sunland Fire Protection would remain the owner of the system without regard to where attached until paid in full. If the buyer does not receive payment from the owner for any cause, which is not the fault of Sunland Fire Protection, the buyer shall pay SFP timely the progress payments due, and the final payment within a reasonable time or thirty (30) days after SFP's work is substantially completed.

It is our goal at Sunland Fire Protection to provide you, our valued customer, with the most prompt and efficient service available. If, at any time, you have comments or concerns regarding our workmanship, please do not hesitate to contact us day or night.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Sunland Fire Protection is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Sunland Fire Protection shall be entitled to an extension of the Contract time. Furthermore, Sunland Fire Protection shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Sunland Fire Protection.

We appreciate the opportunity to quote this project. Please advise should you have any questions or if we may be of further assistance.

Sincerely,
American Fire Protection Group d/b/a Sunland Fire Protection



Brian Dreyer
Business Development

The undersigned accepts this quotation, including the attached Terms & Conditions (which are incorporated by reference) as a binding contract subject only to the approval of the credit of the purchaser by Sunland Fire Protection (SFP)

Printed Name: _____
Signed & Accepted By: _____
Title: _____
Date: ____/____/_____
Lien Agent Entry # _____

**Sunland Fire Protection
Terms & Conditions**

1. Acceptance of this Proposal by customer shall be acceptance of all terms and conditions contained in the proposal or incorporated by reference. Allowing American Fire Protection Group, INC., DBA Sunland Fire Protection ("SFP") access to the project site for the purpose of commencing work shall constitute acceptance of this Proposal and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. SFP shall be paid monthly progress payments on or before the 10th of each month for the value of its work completed plus materials suitably stored at the end of the preceding month, less previous payments made. Final payment shall be due 30 days after substantial completion of SFP's work. If SFP does not receive payment promptly when due (time being of the essence), then SFP may stop work without notice and without prejudice to any other remedy it may have.
3. No back charges or claims for loss or damage, including claims for correction of any work, shall be valid except pursuant to a written agreement executed by SFP.
4. If the actual work or site conditions differ materially from those which were indicated to SFP or if obstructions previously unknown to SFP are encountered, then SFP will be entitled to additional compensation to be charged on a time and material basis in accordance with SFP's then-prevailing rates and practices.
5. Customer must prepare all work areas so as to be acceptable for SFP's work. SFP is not obligated to start work until sufficient areas are ready to ensure continued work until job completion.
6. After acceptance of this Proposal as provided, SFP shall be given a reasonable time in which to commence and complete the work. Schedules not approved by SFP in writing shall be of no force or effect. SFP shall not be responsible for delays or defaults where occasioned by any causes of any kind beyond its control, including but not limited to: acts or omissions of Owner, other contractors, architect, engineer or other third parties to the construction work; embargos, shortages of labor, equipment, materials, productions facilities or transportation; labor difficulties, vendor priorities and allocations; misfeasance, malfeasance or nonfeasance of any subcontractor of SFP; fires, floods, accidents or acts of God. SFP SHALL IN NO EVENT BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE FOR DELAY.
7. SFP warrants to its customer that SFP's Work will be free from defects in materials and workmanship for a period of the earlier of one year from the date of substantial completion of SFP's Work or the date any portion of the system is placed in service, as requested by SFP's customer, provided that all amounts owed to SFP are paid in full in accordance with the terms of this proposal. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CONSTITUTES THE SOLE REMEDY FOR DEFECTS IN MATERIALS OR WORKMANSHIP. In the event of a defect in materials or workmanship, SFP will, at its option, repair or replace the defective work or materials promptly following notice from SFP's customer. THE SOLE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE THE COST OF REPAIR OR REPLACEMENT OF ANY DEFECTIVE WORK OR MATERIALS, WHICHEVER IS LESS. Customer acknowledges that SFP will in no event be responsible for (a) compensatory, special, incidental, consequential, punitive, or treble damages except as specifically provided in this proposal, including but not limited to damages for delay, loss of use, lost revenues or profits, or loss of market, regardless of whether such claim is characterized in contract, tort, warranty, trade practice, or otherwise; (b) damage to or modifications of SFP's work by other parties or the failure of SFP's customer or the owner or other responsible party to maintain or service the system; and (c) improper operation or normal wear and tear. If SFP performs any repairs necessitated by damage or modifications by others or a failure to maintain or service the system, customer agrees to pay SFP on a time and material basis in accordance with SFP's then prevailing rates and practices.
8. SFP does not know and does not represent that the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other

conditions of the Property's use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures.

SFP is NOT responsible for any damages due to: (1) incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained SFP to make these assessments unless otherwise specifically indicated.

9. SFP will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. SFP warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies SFP in writing of such defect within Ninety (90) days from acceptance of the work. SFP's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of "SFP" by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
10. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SFP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT SFP, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.**
11. **IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT SFP 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 SFP HEREUNDER ARE BASED UPON THE VALUE OF 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 SFP. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF SFP, 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 SFP SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PRICE OF THE WORK PERFORMED BY THE SFP. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER 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 NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF SFP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.**
12. **CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST SFP.**
13. While the SFP will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. Customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.
14. This Agreement may not be assigned by Customer without the written consent of the SFP.

15. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
16. If payment for work provided in this Agreement is not received by the SFP within 30 days from the Customer's receipt of an invoice for the work, Customer shall pay an interest at the rate of 1 1/2% per month on all past due sums, together with all costs of collection, including attorney's fees.
17. The SFP is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact the SFP.
18. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.
19. If systems are dry/pre-action, the owner shall be responsible for directing SFP to all low point drain locations at conclusion of work. Per NFPA 25, regular maintenance and keeping the system from freezing is the responsibility of the owner.
20. SFP's work is to be performed during its regular working hours. Overtime rates will be charged for all work required to be performed outside such hours.
21. All material shall be furnished in accordance with the customary tolerances for color variation, thickness, size, finish, texture and performance standards.
22. Customer shall purchase and maintain property insurance written on a builder's risk "all-risk" policy form, without deductibles, upon the full value of the entire work and/or materials to be supplied which shall cover the interests of SFP including its work, stored materials and equipment. Customer waives all rights against SFP for losses or damages which are, or should be covered by insurance required pursuant to this paragraph.
23. Failure of SFP to insist upon strict compliance with any provisions of this Proposal shall not be construed to be a waiver or relinquishment of SFP's right to thereafter require compliance with any such provision and each provision hereunder shall remain in full force.
24. This proposal shall constitute the entire agreement between the parties. No modification to this Proposal shall be enforceable without the written consent of the party against whom the provision is asserted. This proposal shall be governed by the law of the state where the project is located.
25. It is not the responsibility of SFP to inspect the site, including subsurface and concealed areas at the job site and therefore SFP takes no responsibility whatsoever for removal or disposal of toxic, hazardous or other dangerous substances that may be found at the site. To the fullest extent permitted by law, customer agrees to indemnify, defend, and hold SFP and its employees, agents, and representatives harmless from any claims, fines, assessments, or liabilities arising from or related to the presence or disposal of such substances.
26. The above stated price does not include the applicable sales tax.
27. A new directive was issued by the NC Department of Revenue effective January 1, 2017 with regards to changes in Sales and Use Tax on Repair, Maintenance, and Installation Services and Real Property Contracts. Effective immediately, Sunland Fire Protection will include applicable sales tax on invoices to comply with this directive.

The sales price of or gross receipts derived from repair, maintenance, and installation services sold at retail is subject to the general State and applicable local and transit rates of sales and use tax on the lump sum amount.

The NC Department of Revenue issued a directive on April 18, 2018 explaining the rule along with form E-589CI, Affidavit of Capital Improvement to be used for Capital Improvement Projects. The new rule requires sales tax to

be collected and remitted based on the total contract price of projects that are not classified as Real Property Contract.

Installations that are considered "Capital Improvements" will be subject to the same tax treatment as before.

An Affidavit of Capital Improvement (E-589CI) or a Certificate of Exemption (E-595E) is required to be issued to Sunland Fire Protection by the General Contractor or Property Owner for those projects classified as a Capital Improvement or Tax Exempt.

When Form E-589CI or E-595E is not issued to Sunland Fire Protection by the General Contractor or Property Owner, the project cannot be claimed as a Capital Improvement or tax exempt by Sunland Fire Protection and NC sales tax WILL be charged to the General Contractor or Property Owner on the total contract price and remitted by Sunland Fire Protection to the NC Department of Revenue.

28. **COVID-19:** Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (AFPG) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.