

Liberty Fire Protection, Inc.

PO Box 2547
Alvin, TX 77512
281-824-0025
832-553-2790
www.libertyfireprotection.net



Customer

Brazoria County
111 E. Locust St., Room 303
Angleton, TX 77515
Martin Vela

Site

East Annex Building
1524 East Mulberry
Angleton, TX 77515

Quote Date: 08/18/2025
Quote No.: 14077
Valid For: 30 Day(s)
Salesperson: Adams, Doug

Description:

This proposal is for the replacement of the FACP and addressable devices in the Brazoria County East Annex building in Angleton, TX.

Inclusions:

- Replacement of FACP and all smoke detectors
- New FACP installed in room #107
- New smoke detectors will be installed in place of existing smoke detectors

Project Specific Exclusions:

- Provision, installation, and/or monitoring of duct detectors
- Additional power supplies
- Replacement of Notification devices
- Conduit, sleeves, and raceways
- Voice Evacuation
- Additional requests from the AHJ

Notes:

- All work to be completed Monday through Friday 8am-5pm
- Electrical contractor to provide and install all conduit, sleeves, and raceways. LFP and electrical contractor to coordinate locations of all conduit, sleeves, and raceways
- Mechanical contractor to install duct detectors per NFPA 90A and IMC. LFP and mechanical contractor to coordinate locations and wiring requirements for duct detectors
- Due to the inability to see all rooms during the initial walkthrough, additional smoke detectors may be required. If additional smoke detectors are required, a change order will be issued to supply those smoke detectors.
- (16) hours of labor have been included for determining the number of duct detectors currently installed in HVAC equipment. Once the number of duct detectors has been determined, a change order will be issued for monitoring working duct detectors and/or replacing non-working duct detectors.

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General Exclusions:

1. Bonding, Performance, or Payment Bonds.
2. Dedicated 120 VAC power to the fire alarm control or power supplies.
3. Fireproofing, cutting, patching, or painting.
4. Sheet rock repair.
5. Storage and security of all items and materials delivered to end user's facility.
6. After hours, weekend, or holiday labor
7. Any conduit, including wire mold, flex, underground, or stub-ups.
8. Damage to furniture.
9. Repair or replacement of ceiling or floor tiles.
10. Network connections or IP addresses.
11. Phone lines.
12. Existing piping, fittings, hangers, and all other associated material and equipment.
13. Anything outside of the scope or work assigned to Liberty Fire Protection, Inc.
14. Anything beyond the control of Liberty Fire Protection, Inc.
15. Connections to other trades equipment.
16. Acts of God.

Material	\$25,272.99
Labor	\$19,840.00
Sub Total	\$45,112.99
Tax	\$0.00
Total Inc Tax	\$45,112.99

I have read the Terms and Conditions, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges may be due upon receipt of invoice based on payment terms. Otherwise, equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

AGREED TO:

Name: _____

By: _____

Title: _____

Date: _____

Date: 06/27/2025

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Thank you for your business!

Please contact us if you have any queries regarding this quote.

Adams, Doug

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TERMS AND CONDITIONS:

1. Terms of Sale of Equipment

(a) In the event any proceeding is brought against the Customer, voluntarily or involuntarily under the bankruptcy or insolvency laws, or if the financial condition of the Customer at any times does not, in the judgment of Liberty Fire Protection, Inc., justify continuance of Liberty Fire Protection, Inc. performance under this Agreement, then Liberty Fire Protection, Inc. may require full or additional partial payments of the total purchase price in advance or shall be entitled to cancel the order or any portion thereof then outstanding.

(b) Customer agrees to pay Liberty Fire Protection, Inc. an amount equal to 1% per month on all amounts outstanding which are not paid when due, but in no event shall such amount exceed the maximum amount allowed by law. In any lawsuit arising out of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees to the extent permitted by law.

(c) Customer agrees to immediately purchase equipment upon shipment and that title of equipment passes to the customer upon said shipment. Installation of said equipment shall be billed in accordance with herein TERMS OF PAYMENTS, and with acceptance by customer evidencing complete installation. In the event the Customer fails to pay Liberty Fire Protection, Inc. for the equipment as provided herein, Liberty Fire Protection, Inc. shall have the right to exercise any and all legal and equitable remedies arising from such non-payment.

(d) In addition to the purchase price, the Customer shall also pay and be liable for all duties, taxes (including without limitation, any additional sales or use taxes), tariffs or other governmental charges of any nature whatsoever with respect to the Equipment or this Agreement

2. Warranty

(a) The Equipment and installation services sold hereunder are subject to the following LIMITED WARRANTY:

Liberty Fire Protection, Inc. warrants the equipment to be free from defects for a period of one (1) year from the date, of original installation, or the period as may be specified in a written warranty attached to such equipment, whichever is shortest. Upon the expiration of such warranty period or in the event the equipment is subjected to misuse, negligence, alteration, accident, improper repair or is operated contrary to printer instructions, all liability of Liberty Fire Protection, Inc. shall immediately cease.

(b) Equipment not manufactured by Liberty Fire Protection, Inc. is subject solely to the terms and conditions of the manufacturer's warranty, if any, applicable to such Equipment. Liberty Fire Protection, Inc. shall make such warranty available to the Customer to the extent permitted by the terms and conditions of such warranty. Liberty Fire Protection, Inc. makes no warranty of any nature, whatsoever, to Customer with respect to such Equipment.

(c) If installation is provided for herein, then Liberty Fire Protection, Inc. warrants that the installation of the Equipment to be free of defects in workmanship for a period of ninety (90) days from the date of the installation. Liberty Fire Protection, Inc. shall correct such defects without charge to the Customer only if notice of the defect is reported to Liberty Fire Protection, Inc. during such ninety (90) day period.

(d) THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR APPLICATIONS OR PURPOSES, WHICH ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL Liberty Fire Protection, Inc. BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, COLLATERAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE CUSTOMER'S USE OR OPERATION OF THE EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE EQUIPMENT OR ITS INSTALLATION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY. THE CUSTOMER MAY BE GRANTED OTHER SPECIFIC LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

3. Limitation of Liability

EXCEPT AS PROVIDED IN PARAGRAPH 2 ABOVE, NEITHER Liberty Fire Protection, Inc. NOR ITS REPRESENTATIVES SHALL BE LIABLE TO CUSTOMER, OR ANYONE ELSE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND, OR FOR ANY DIRECT, COLLATERAL, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATIVE TO, ARISING FROM,, CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS INSTALLATION OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE EQUIPMENT AND IT IS EXPRESSLY AGREED THAT THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, INSTALLATION AND/OR USE OF THE EQUIPMENT SHALL BE FOR DAMAGES AND Liberty Fire Protection, Inc. LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT, BREACH OF CONTRACT AND BREACH OF WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF Liberty Fire Protection, Inc. THE RESTORATION, REPLACEMENT OR REPAIR OF SUCH EQUIPMENT.

4. Security Interest

Until the total purchase price of the Equipment sold hereunder is paid by the Customer, Liberty Fire Protection, Inc. shall have, and is hereby granted by the Customer, a purchase money security interest in the Equipment sold hereunder. The Customer further agrees to execute such financing statements and other documents as Liberty Fire Protection, Inc. may reasonably require in order perfecting such security interest. The Customer authorizes Liberty Fire Protection, Inc. to file financing statements with respect to such security interest without the additional signature of the Customer wherever such filing is permitted by law. Furthermore, Customer hereby irrevocably appoints Liberty Fire Protection, Inc. as its agent for the purpose of filing any financing statements required by Liberty Fire Protection, Inc. in order to perfect the security interest herein provided.

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5. Installation Schedule

- (a) If installation is provided hereunder, then Liberty Fire Protection, Inc. shall deliver and install the Equipment at the Site. A projected schedule may be included in Addendum A at the option of Liberty Fire Protection, Inc. Liberty Fire Protection, Inc. shall not be liable, however, for any delays in delivery or installation of the Equipment for any cause whatsoever. The fulfillment of any obligations by Liberty Fire Protection, Inc. is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or transportation or delivery of material, site conditions, floods, severe weather or other acts of God, embargoes, unknown Site conditions, governmental actions, or any other cause beyond the reasonable control of Liberty Fire Protection, Inc., whether similar to, or different from, the causes listed above, and whether affecting Liberty Fire Protection, Inc. or Liberty Fire Protection, Inc. subcontractor, supplier. Any such causes shall absolve Liberty Fire Protection, Inc. from any liability to Customer and entitle Liberty Fire Protection, Inc. to an extension of time to perform any obligations under this Agreement.
- (b) The performance of the work associated with this Agreement shall be performed within the normal working hours of Liberty Fire Protection, Inc. unless specifically agreed to the contrary by means of a specific addendum attached hereto.
- (c) The Customer shall provide easy and timely access to all areas of the Site, including locked or limited access areas, whether they are deemed private or public, throughout the performance period.
- (d) In the event of any delay, acceleration or other change in schedule caused directly or indirectly by the Customer or its agents or representatives, then Liberty Fire Protection, Inc. shall be entitled to an extension of time and an equitable adjustment of the purchase price.

6. Other Services/Charges

If Customer wants Liberty Fire Protection, Inc. to provide any additional materials or services, such as testing and maintenance of the Equipment, signal receiving and notification service or any other services offered by Liberty Fire Protection, Inc., then such additional services shall only be furnished to Customer pursuant to agreements separately negotiated between the parties. If any additional equipment or services are required by for the installation of the project at the Site due to any instructions or requirements issued by the Customer, any government Authority Having Jurisdiction ("AHJ"), insurance company or any of their respective agents or representatives, then Liberty Fire Protection, Inc. shall be entitled to an equitable increase in the purchase price with materials charged at the manufacturer's published price and services at Liberty Fire Protection, Inc's then current rates.

7. General Provisions

- (a) No waiver of the forgoing terms and conditions shall be effective unless such waiver is in writing and signed by an authorized representative of Liberty Fire Protection, Inc.
- (b) If a Fire Watch is either recommended or deemed necessary by any person, including any government AHJ, then the procurement and all associated costs of the Fire Watch shall be the sole responsibility of the Customer and shall in no event be the responsibility of Liberty Fire Protection, Inc.
- (c) If, at any time, during the performance of this Agreement, asbestos or any other toxic or hazardous substance is found to be present on the Site, then Liberty Fire Protection, Inc. will cease all activities until such time as the Customer's legal representative completes proper abatement services for the asbestos, toxic and hazardous substances. In any event, the procurement of any abatement procedures / services, including the associated costs, shall be the sole responsibility of the Customer, and Liberty Fire Protection, Inc. will not be held responsible for any delay of completion.
- (d) If the planned installation includes the reuse of any existing electrical wiring or devices, then that wiring must be found by Liberty Fire Protection, Inc. to be clean, properly installed, free of ground faults, and in total compliance with the current codes in effect at the time of the installation. If any electrical deficiency is found to be present, then Liberty Fire Protection, Inc. will cease its activities until the Customer corrects the faulty condition through either Liberty Fire Protection, Inc. or another supplier of the Customer's choice. Liberty Fire Protection, Inc. will not be held responsible for any delay of completion. In no event shall Liberty Fire Protection, Inc. have any obligation to correct, abate, clean up, control or remove any defective premises electrical wiring or other equipment or any existing code or permit violations, any defect at the Site Equipment location, or any toxic or hazardous material at the Site. In no event shall Liberty Fire Protection, Inc. have any obligation to coordinate the provision of other services.
- (e) This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement with respect to the work and any material to be furnished. This Agreement contains all the agreements and conditions under which the work is to be performed, and no agreement or other understanding in any way modifying or waiving the terms and conditions hereof will be binding unless made in writing as modification or amendment to this Agreement and executed by an authorized officer of Liberty Fire Protection, Inc. Customer agrees that any purchase order or other written authorization ("Order") issued by Customer will only operate to accept this Agreement and to establish payment authority for Customer's internal accounting purposes. Any such Order will not be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. Any term or condition in such Order will have no effect on this Agreement.
- If any provision of this Agreement, including any limitation of liability, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (f) The Agreement may not be assigned by Customer without the express written consent of Liberty Fire Protection, Inc. When this Agreement is signed by Customer and approved and signed by an authorized representative of Liberty Fire Protection, Inc., it shall constitute a binding agreement between Customer and Liberty Fire Protection, Inc.. If such approval of the authorized representative is not obtained, the only liability of Liberty Fire Protection, Inc. shall be to return to Customer the deposit amount, if any, paid to Liberty Fire Protection, Inc. upon signing of this Agreement by its sales representative. Customer warrants and represents that it is fully authorized to enter into this Agreement and to allow the installation of Equipment at the Site.
- (g) This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Texas for any litigation pertaining to this Agreement.

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