

RESOLUTION 25-116

**A RESOLUTION TO AUTHORIZE THE AWARD OF A CONTRACT TO A COMPANY
TO INSTALL FIRE PROTECTION SYSTEM UPGRADE IN CITY HALL**

WHEREAS, the Spring Hill City Hall is in need of a fire alarm system protection upgrade,
and

WHEREAS, the City publicly advertised for bids with a bid opening on April 22, 2025 for
the fire protection system upgrade/replacement; and

WHEREAS, South Western Communications met all the requirements of the RFP and was
the chosen vendor to install the fire protection system upgrade for the bid amount of \$35,692.18;
and

WHEREAS, funding for the fire protection system upgrade was budgeted in the Facilities
budget for FY25 in 110-41800-52661.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor
and Aldermen award the bid to South Western Communications for the installation of the fire
protection system upgrade/replacement for \$35,692.18 and approve the contract for services.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill,
Tennessee on the 19th day of May, 2025.**



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 25-116*
SUBMITTED BY: Tyler Scroggins, Public Works Director
DATE: May 5, 2025
RE: To award the bid for the Fire Protection Upgrade at City Hall
and approve contract for services

PURPOSE:

To award the bid for the fire protection upgrade at City Hall and approve the contract for services.

BACKGROUND:

City Hall is in need of upgrades and replacements to the fire protection system.

City hall was constructed in 1987 and complied with the codes and standards of that time. The current system and panel are antiquated, and the core components have aged reducing their reliability and performance. Upgrading the fire alarm will ensure compliance with NFPA standards, enhance the safety of City Hall occupants, and support external monitoring with emergency response.

The city publicly advertised for bids with a bid opening on April 22, 2025.

South Western Communications was the lowest bid and staffs choice. The bid amount was \$35,692.18.

FINANCIAL IMPACT:

Funds were budgeted in the facilities budget for the fire protection upgraded under 110-41800-52661.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 25-116 to award the bid to South Western Communications in the amount of \$35,692.18 and approve the contract for services.

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and **South Western Communications** (“Vendor”) (collectively as “Parties”), and is entered into on May 5, 2025, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires services for fire protection upgrade at City Hall that it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be May 5, 2025.
2. **TERM.** The project shall be completed within (90) days from the date of issuance of a Notice to Proceed by the City of Spring Hill. The parties may extend this agreement in writing, with or without mediation, as agreed upon by the Parties.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

Replacement of Fire Protection System

1. Fire Alarm Panel Replacement

- Remove and properly dispose of the existing fire alarm panel.
- Supply and install a new, NFPA 13-compliant fire alarm panel compatible with current technology standards.

2. Device Replacement and Installation

- Replace all existing fire protection devices, including but not limited to:
 - Manual pull stations.
 - Audible/visual strobes.
 - Annunciators.
 - Duct detectors.
 - Monitoring switches.

- Install additional devices as required to ensure system compliance with NFPA 13 and local fire codes.

3. System Integration

- Tie new fire alarm system into the current access control system to ensure seamless integration and compliance in the event of fire.
- Verify proper operation of access control functions, such as door release during fire alarms.

4. Testing and Commissioning

- Conduct functional tests of all fire protection system components.
- Verify operation of each device and ensure communication with the fire alarm panel.
- Perform end-to-end system testing to certify compliance with NFPA 13.
- City Staff to provide monitoring service for testing prior to project closeout.

5. Documentation and Training

- Provide as-built drawings, wiring diagrams, and device schedules for the new fire protection system.
- Train designated City Hall Staff on the operation and basic troubleshooting of the fire alarm panel and associated devices.

Requirements and Notes

- All work must comply with NFPA 13, NFPA 20, local codes, and applicable standards.
- The contractor is responsible for coordinating with the AHJ and other relevant stakeholders.
- Temporary fire watch or additional fire protection measures must be in place during any periods of system downtime.
- All removed components are to be properly disposed of or recycled in accordance with environmental regulations.
- Bidders must attend the mandatory pre-bid site meeting discussed in Section 3, unless other arrangements have been made to view the facility.
- The winning bidder is responsible for replacing any ceiling tiles, repairing damage to walls, ceilings, or other structural elements resulting from the installation, modification, or removal of fire protection system devices

and components. Bidders must account for the costs of these repairs in their proposal. Separate billing for restoration work will not be accepted unless explicitly pre-approved by the City. All replacement materials must match the existing finishes in color, texture, and quality to ensure a seamless restoration.

- As built plans and documents to be provided upon request through secured link.
- Bidder must be able to start project within 30-days of bid award.

5. CITY'S RESPONSIBILITIES.

- a. No applicable City responsibilities

INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City. **** The City of Spring Hill reserves the right to utilize other contractors for specialized services.**

6. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

7. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

8. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
9. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
10. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.
11. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
12. **TIME.** The Contractor shall finish within the agreed upon time frame.
13. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
14. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
15. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

16. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

17. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

18. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

19. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: _____

If to City: Mayor Matt Fitterer
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

20. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

21. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

22. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 

MATT FITTERER

Mayor of Spring Hill

Date of Execution: 5-19-2025

By:  SWC
VENDOR REPRESENTATIVE
Date of Execution: 5/14/2025



Spring Hill City Hall Fire Alarm System Replacement

109 3rd Ave South
Franklin, TN 37064

Proposal for City of Spring Hill - City of Spring Hill City Hall

SWC of Nashville
1713 Lebanon Pike
Nashville, TN 37210

kip.scott@swc.net | 615.203.1444

April 21, 2025
Proposal valid for 30 days.

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Scope

SWC is providing a cost to install a new fire alarm system in the city hall building. We will provide connections to the existing sprinkler system, as is, and connect to the existing Avigilon access control system (we installed) for fire drop. We will install pull stations at each exit, even though the building is sprinkled, for quicker fire notification should evacuation be needed. Duct smoke detectors shall be installed on units greater than 5 ton. Our cost includes relocating the fire alarm panel to the building rear exit and a remote annunciator at the front main exit (for increased esthetics). Our cost includes wall repair of 6 devices plus the old fire alarm panel location. We will demo the old system removing devices and cabling. All of the old conduit will either be re-used or abandoned in place. Our cost includes extending the 120v from the old fire alarm panel location to the new location. We are providing a general notification coverage for the ground floor.

Regarding the schedule: SWC will start the engineering for the project within the thirty day requirement. Due to the amount of engineering on this project (for As Builts), material delivery schedule and our current installation schedule, we will have actual "boots on the ground" within 8-12 weeks. This timeline includes the engineering schedule.

Pricing Summary

OFFER: In accordance with the Scope of Work and Terms and Conditions attached hereto, SWC is pleased to offer this pricing, *valid through 5/21/2025, for the following project:*

**Spring Hill City Hall Fire Alarm System
Replacement**

REF #: 63745_EST_2

ESTIMATE GROUP	TOTAL PRICE
Demo	\$3,000.17
FA Renovation	\$31,972.01
Monitoring	\$720.00

SUB-TOTAL: \$35,692.18

TAX (EXEMPT): \$0.00

TOTAL: \$35,692.18

Per my authority as an executing agent, please accept this as an intent to award and enter into a contractual agreement with SWC.

Bill of Materials

EST. GROUP - FA Renovation

Mfg	Part Num	Description	Quantity
Fire-Lite	ES-200X	Fire-Lite Addressable FACP, 198-Pt Addre	1.00
Fire-Lite	ANN-80	Remote Annunciator	1.00
Fire-Lite	BG-12LX	Addressable dual action pull station	10.00
Fire-Lite	CRF-300	Firelite Control Relay Module	3.00
Fire-Lite	SD365	Smoke Detector,Addressable, White	1.00
Fire-Lite	MDF-300	Firelite Dual Monitor Module	7.00
Fire-Lite	D365PL	Fire-Lite D365PL Intelligent Non-Relay P	6.00
System Sensor	SCRKLED	L-Series Outdoor Ceiling-Mounted LED Str	9.00
System Sensor	PC2RLED	HORN/STROBE, RED, CLG MT	12.00
Space Age	SSU01690	SWC Silk Screened Document Box	1.00
Space Age	IK1006	LOCK KIT WING HANDLE 7/8"	1.00
Honeywell	HW-AV-LTE-M-2	Commercial Fire CLASS Dual-Path Ethernet	1.00
Honeywell	HW-AV-ENC	Metal Mounting Enclosure for HW-AV-LTE-M	1.00
EDWARDS SYSTEMS TECHNOLOGY	12V6A5	Battery 6.5 AH, 12 Volt	2.00
Graybar	J-Hook	J-Hooks & Hardware	300.00
Windy City Wire	1402PFA-RED	14-02 UNS SOL FPLP Red Jkt	2.00
Windy City Wire	1802PFA-RED	18-02 UNS SOL FPLP Red Jkt	1.00
Windy City Wire	1804PFA-RED	18 AWG 4 Conductor Non-Shielded Plenum R	1.00
Space Age	E120V-GT	120VAC SURGE PROTECTOR	1.00
System Sensor	RTS151KEY	Remote test station; switch, alarm and p	6.00
ADI	BK-DST3	36"" SAMPLING TUBE	6.00
Space Age	SSU-PAM-1	RELAY ENC 24V AC/DC 120VAC 10ASPDPT POLAR	3.00
Fire-Lite	CMF-300	Firelite Control Module	1.00

EST. GROUP - Monitoring

Mfg	Part Num	Description	Quantity
SWC Software	FA Cell mon - Annual	Fire Alarm monitoring - Cellular, ANNUAL	1.00

Terms & Conditions

Article A. Scope Includes:

Scope includes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Submittals for review and approval, if required.
2. SWC Construction documents from approved Submittals for strict use by others for providing a complete conduit/raceway system and all conjunctive efforts.
3. Furnishing ONLY; special housings and special back boxes for installation by others.
4. Furnishing and installing wire and cable for systems listed.
5. 5 Furnishing, installing and termination of field devices.
6. Furnishing, installing and termination of head-end equipment in Equipment Rooms and Control areas.
7. Functional testing of systems per SWC standards. Testing documents available upon request.
8. Operation and maintenance documents in electronic format ONLY, per the standards of SWC.
9. Project Management services in coordination with SWC scope of work.
10. Site Supervision during the installation of SWC scope of work ONLY.
11. As required; site conditions verification for SWC Scope of work ONLY.
12. Consideration of prevailing wage requirements if and as applicable.
13. Removal of only those existing system/devices and cable rendered obsolete by this project.
14. Training and Go-Live support as defined in the bid documents, and will be on consecutive days Mon-Fri 8am-4pm. Customer conducted end-user training must be completed prior to Go-Live

Article B. Scope Excludes:

Scope excludes the following unless specifically modified by the written, project specific scope of work contained in this proposal.

1. Service and circuit power requirements including final connections to any and all of our electronic equipment.
2. A complete and independent conduit/raceway for system per the NEC and installed in the most direct and efficient manner and method including all necessary conduit, back boxes, pull/junction boxes, wire ways, 'J' hooks, racks, pull strings etc. all being properly identified and color coded (unless specifically described in the scope of work).
3. Lead lined or similar back boxes unless specifically noted.
4. Finish Painting (except for those products furnished from the factory by SWC with finish paint).
5. Patching of concrete, tile, drywall or masonry.
6. Core drilling and sleeves including any X-ray services needed.
7. Furnishing and installing hardware for doors.
8. Any and all interfacing to other equipment unless specifically noted. This includes lighting control relays.
9. Server(s) and workstation(s) hardware and Microsoft operating system

ARTICLE C. TERMS & CONDITIONS:

Term and Conditions are as follows unless specifically modified by the written, project specific scope of work contained in this proposal.

1. These Standard Terms and Conditions are a part of the Proposal made by and between SWC and the Customer identified in the Proposal. Upon acceptance of the Proposal by the Customer by signature, the total Proposal contents and any other documents included or referenced in the Proposal create a legal and binding Contract/Subcontract between SWC and the Customer. The Agreement must be executed by the Parties, the Customer and SWC, prior to any action or work being performed by SWC.
2. ~~Customer's Contract and Bond. The Customer shall furnish to SWC a copy of its Contract; values may be removed, along with a copy of the Customer's Performance and Payment Bond.~~
3. ~~Builders Risk. The Customer shall also secure and furnish to the SWC a copy of the Builders Risk Insurance policy covering the entire project inclusive of the SWC's on-site work and delivered equipment.~~
4. ~~CAD Files. The Customer will furnish to SWC required and appropriate CAD files immediately after execution of this Agreement. Delays in furnishing CAD files will delay the project. Lack of appropriate CAD files will be cause for a change order at \$250 per sheet.~~

5. **Project Schedule & Site Requirements.** The Project Schedule will be a mutually agreed upon document between the Customer and SWC inclusive of the original issue and all revisions. SWC will issue to the Customer its schedule to state and clarify SWC's activities, durations and order of activities. The Customer shall issue any proposed revisions to the Schedule in a timely manner in order that SWC may respond with agreement and or changes.
- **Schedule Acceleration** by the Customer, for reasons not caused by SWC (i.e. other trades not meeting the schedule, weather, site conditions and other delays), may result in additional manpower or manhours to be required of SWC. These may result in additional compensation and or time extensions to SWC's Work.
 - **Work Hours.** SWC's Proposal is based on normal work hours Monday through Friday. SWC may request of the Customer to self-schedule at SWC's own expense. Any other requirement by the Customer of SWC will be cause for additional compensation.
 - **Schedule items of commencement and performance of possible SWC activities** require completion of work by other trades. The possible key activities are as noted following:
 - Wire and cable installation – Completion of conduit and raceway with pull-strings in place, conduit color-coded per SWC system color designs (including conduit terminations and pull boxes) and all conduit and pull boxes being properly labeled.
 - Device installation – Walls and ceilings completed and finish paint applied with all areas dust and moisture free and building (Work area) secured.
 - Headend equipment installation – Equipment Rooms 100% complete, lockable and environmentally controlled.
 - Control equipment installation – Rooms 100% complete, lockable and environmentally controlled.
 - Release of a certain quantity of (minimum of 4) rooms or areas per consecutive day/week; failure to release or delay in release may be cause for additional compensation.
 - **Submittals (Shop Drawings).** Normal timeframe is 8-12 weeks from receipt of execution by both parties of this proposal. Timeframe is dependent of the Project size, scope and requirements.
 - **Within the first 30-40 days of the execution of the Proposal,** SWC will require the following, if applicable, in order to make the project a success and in order to proceed with final design, programming, manufacturing and installation: (1) necessary IP addresses and server access, (2) needs assessment session and sign-off and (3) final review and sign-off of project scope, submittals and schedule.
 - **Manning the Site (Installation Start).** Allow a minimum of 2-8 weeks from receipt of approved Submittals for SWC to commence work on site.
 - **SWC Site Supervision and Site Meetings.** SWC will assign a designated Project Manager and or Site Superintendent to the Project. SWC shall have on-site supervision only when we have on-going site work being performed by the SWC's personnel. SWC shall end all site meetings when we have on-going work on-site or any meetings requiring our attendance when proper notice has been received from the Customer.
 - **Customer/Owner Site Supervision.** The Customer will assign a designated Project Manager and or Site Superintendent to the Project as the point of contact. For Health Care projects, the facility will appoint a Clinical Administrator, a Systems Resource Administrator and IT Administrator for coordination and working directly with SWC throughout the project.
 - **Protection of Work.** SWC takes full responsibility for protection of its work as it applies to the normal project conditions, however SWC's responsibility does not cover damage to our equipment and work by other trades whether it be by accident, negligence or a deliberate action.
 - **Temporary Site Facilities.** Unless specifically identified in SWC's scope of work, the Customer shall furnish all proper and sufficient temporary site facilities, including but not limited to site access, lockable storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, toilets, potable water, electrical service, lighting, heat, ventilation, weather protection, fire protection, dewatering (pumping) and trash and recycling services.
 - **Safety Barriers and Fines.** SWC shall not be liable for erection or maintaining project safety barriers except those specifically needed for the work of SWC.
 - **Safety Policy.** Safety First is mandated by SWC and as such all SWC's employees or subcontractors will operate under its written Safety Policy. The Customer may request a copy for its records.
 - **Drug Policy.** Drug Free is mandated by SWC and as such all SWC's employees or subcontractors will operate under its written Drug Free and Substance Policy. The Customer may request a copy for its records.
6. **Payment Terms, Stored Material & Changes to Work.**
- **Payment Terms.** SWC shall issue its Schedule of Values for determining its progress payments, which will include the required down payment shall be zero, Engineering, Manufacturing, Project Management, off-site stored materials and any other disciplines of the Work. Progress payment invoices will be issued on the 25th of each month for work performed through that current month's end. Payments are due within thirty (30) days of invoice date. All sums not paid when due shall bear interest at the rate of 1 ½% per month from the due date or the maximum rate permitted by law. Failure to pay any invoice when due shall constitute a breach of contract and will result in work stoppage until payments are brought up to date, mobilization fees shall apply. Additionally if SWC is forced to engage an outside source, legal or otherwise, to collect on any past due amount, then such costs and fees to do so will be born by SWC's Customer.

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- SWC's standard payment application and invoice forms will be accepted and used for issuing the monthly request. No other additional documentation or forms will be required for payment. Any request for additional forms or documentation will be upon written request and, if approved by SWC, will be processed at an additional administrative fee to be invoiced separately. Certain requested information, if approved, will be redacted for all confidential information and or pricing.
 - SWC does not accept any contingent payment terms and or clauses of any type. SWC requires prompt payment by our Customer to meet our obligations to our labor and vendors alike and therefore will not accept the risk of our Customer's receipt of payments from their customer or from any source for payment to SWC.
 - Payment for Stored Materials. Payment for materials stored at SWC's facilities will be allowed. Materials and components must be ordered in advance to assure Schedule requirements and along with the sensitivity of the equipment to the conditions of a construction site dictates storage offsite in a controlled environment until the facility is environmentally controlled and secured." SWC's facilities and warehouse are secured and monitored for fire and theft plus being environmentally controlled.
 - Lien Waivers. SWC will only issue and sign final waivers of lien or bond rights that exclude any waiver of lien or bond rights securing payment, unbilled changes, and claims which have been asserted in writing or which have not yet become known to SWC, and any such waivers shall either apply only through the date of work covered by SWC's last payment application that has been paid in full, or shall be conditional upon receipt of funds to SWC's account. Releases of Lien for partial or final payment will be contingent on the receipt of the funds covered by the Release of Lien.
 - Changes and Claims. SWC shall be entitled to equitable adjustments of its schedule and price for delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to (a) those cause by labor unrest, fires, acts of nature, wars, or suspensions or delays caused by the Customer or others; (b) extra work it performs in accordance with the proposal; and (c) extra work it performs pursuant to written or verbal instructions of the Customer, provided that SWC gives the Customer notice in writing (except in an emergency threatening bodily injury or loss of property), prior to starting such extra work, identifying the date and source of the instructions considered as requesting extra work. All extra work will only be performed by the SWC only after issuance by the Customer of a signed and executed change order, time & material work order and or other SWC approved directive.
 - Retainage. No retainage will be withheld on labor or materials.
 - Payment Forms. Acceptable payment forms shall be submitted and approved by SWC. Payments forms that will be considered are Customer Company check, bank draft and credit card. Note, for credit card payments, SWC will charge a processing fee current to SWC at the time.
 - Performance and Payment Bond. Proposal pricing does not include the cost of a performance and payment bond. The P&P Bond is available upon written request at a minimum cost of one (1%) percent of the final executed Proposal value. The P&P Bond, if required, will be invoiced separately.
 - Project Startup and Mobilization Fee. A fee in the amount of thirty (30) percent of the final Proposal price will be required to be received by SWC prior to commencement of any work of the executed Proposal.
 - Taxes are not included in the Proposal price unless specially noted.
 - Ownership and Title of Equipment. Title and ownership to any Equipment and Software remains with SWC until receipt of full payment or invoiced portion thereof. Any Equipment or Software used to operate the system(s) is subject to the license or software license granted by the applicable manufacturer or SWC. All designs for the system(s) and software are proprietary to SWC and remain the sole and exclusive property of SWC and or SWC's manufacturer. Such designs may not be modified by the Customer or any third party without prior written authorization.
7. Permits, local license, inspections and all related cost will be furnished and paid by others. SWC is licensed to perform work in the state and has license as such.
 8. In the case of termination for our Customer's or the Owner's convenience, SWC shall be entitled to receive payment for work executed, materials purchased and costs incurred by reason of such termination along with reasonable overhead and profit on the work not executed.
 9. Customer/Owner Insurance. The Customer/Owner shall maintain a Builders Risk and other policies of public liability, property damage, burglary and theft insurance under which SWC and the Customer are named as insured, and under which the insurer agrees to indemnify and hold SWC harmless from and against all costs, expenses, including attorney fees, and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries or damages contributed to by SWC's negligent performance to any degree or its failure to perform any obligation.
 - The minimum limits of liability of such insurance shall be \$1,000,000.00 for any injury or death and property damage, burglary or theft coverage in an amount necessary to indemnify Customer for property on its premises. SWC shall not be responsible for any portion of any loss or damage which is covered or recoverable by the Customer from insurance covering such loss or damage against which the Customer is indemnified or insured.
 - SWC's Insurance. SWC's insurance will name its Customer only as additional Insured. SWC's standard insurance policy and the limits therein, which will meet the minimum requirements, shall be acceptable.

- SWC shall maintain insurance with coverage until the end of the warranty period with the limits only as provided by SWC's existing insurance program as shown by its certificate of insurance issued at the time of Proposal execution. SWC's insurance is not and will not become at any time the primary coverage for the Customer or any other party and does not accept any contribution provisions for the Customer or any other party for any associated defenses or losses. Any "No Subrogation" clauses placed on the SWC are deemed null and void.
 - Wrap-Up Projects (OCIPs and CCIPs), SWC will not participate in a consolidated insurance program ("CIP"). SWC's Insurance Carrier does not allow SWC's participation in any secondary insurance programs provided by the Customer, Owner, Construction Manager and or Contractor (OPIC, CCIC, etc.) due to most programs of such having limited coverage to the site and in coverage amounts.
10. Warranty. SWC's warranty, if applicable, will begin at SWC's substantial completion (phased if applicable) and the issuance of the Certificate of Warranty by the SWC. Warranty will be one (1) year from substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees and as noted will be as defined by our Certification of Warranty issued at the time of substantial completion of our scope of work and or beneficial occupancy or use by the Owner and or the Owner's agents / employees. Certain hardware may be covered by an additional manufacturer's warranty (shipping/freight, and labor excluded)
- Additional pricing is specially excluded in the Proposal for extended warranty services. Extended warranty services require a separate executed agreement. If such an agreement is executed and paid at the stated time, it will begin one year from issuance of SWC's Certificate of Warranty. Failure to execute and issue payment will result in loss of service and support under warranty terms and conditions. However, if an extended warranty agreement is not executed then SWC's normal billable service will remain available on a will-call basis.
11. Force Majeure. SWC shall not be liable or responsible to any party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent, directly or indirectly, such failure or delay is caused by or results from acts beyond SWC's reasonable control, including, without limitation, the following force majeure events (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; (m) delayed at any time in the commencement or progress of its Work due to a delay in delivery of or unavailability of materials (transportation and or supply chain issues) beyond the control and fault of SWC, (n) unexpected skilled labor shortage, (o) access to the project that prevents performance to the agreed upon schedules and (n) other similar events beyond the reasonable control of SWC. For the avoidance of doubt, Force Majeure shall not include financial distress, the ability to make a profit, to avoid a financial loss or SWC's inability to perform its obligation for reasons other than those stated.
12. Special Site Conditions. Owner/Contractor will provide a safe, clean work environment free from any infectious and or hazardous conditions.
13. An -bid shopping clause. It is understood and agreed that this Quote is a confidential document between the parties and any use thereof to conduct business with any party other than SWC constitutes a breach of contract. The sharing of commercially sensitive business information with competitors (such as information relating to prices and costs) can amount to illegal conduct and must be avoided. Nonetheless the parties both understand that this document is a public record and subject to the public records law of the State of TN.
14. Hold Harmless and Indemnification Restriction. SWC's indemnification is strictly limited to damages caused by and only caused by SWC's own negligence. Any indemnification or hold harmless obligation of SWC extends only to claims relating to bodily injury, sickness, disease or death and property damage (other than to SWC's work), and then only to that part or proportion of any claim caused by the negligence or intentional act of SWC, its sub-subcontractors and its employees. SWC shall not have a duty to defend any other party.
15. Lien and Bond Rights Preserved. This is a preliminary information pursuant to applicable State laws and does not constitute a current lien on the said property nor does it reflect adversely on the Customer and if applicable the Owner's notice to protect the rights of SWC and is not a lien, cloud, nor encumbrance to the said property, nor is it a matter of public record. Certain State and local laws require the issuance of this notice as a prerequisite afforded by the lien and or bonding laws in most instances to protect the rights in the future. Accordingly, this provision, notice, is made a part of this agreement as a matter of protection to SWC as a standard practice. Notwithstanding any provision to the contrary, SWC may take all steps reasonably necessary to preserve and enforce its lien and bond rights.
16. Prevailing and or union wages are not included in our proposal unless specially noted.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the location of the facility for which product is installed or services are performed. The courts of Maury County, Tennessee shall be the exclusive venue for any disputes pursuant to this contract.
18. Severability. In the event any one or more of the clauses or provisions of this Agreement or any exhibit is held to be invalid or inapplicable to said Agreement or otherwise unenforceable, the enforceability of the remaining clauses and provisions shall remain enforceable.

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- 19. Additional Provisions. Contract provisions and clauses not stated that strictly apply to this Agreement but may become applicable or necessary in the course of the Project (i.e., Dispute Remedies, Severability, Termination, Assignments, Conflicts, etc.) shall be in accordance with the standards of the American Subcontractors Association Contract Articles and Clauses.
- 20. Time validity of this Quote is 30 days.

PROPOSAL ACCEPTANCE

By signing this Proposal, the Customer accepts this Proposal, enters into a Subcontract Agreement with SWC in the amount of \$35,692.18 and authorizes SWC (South Western Communications, Inc.) to commence with the noted Work of Proposal 63745_EST_2. The authorization is inclusive of approval to commence Equipment procurement, Engineering, Programming, Manufacturing and Installation with applicable progress invoicing of some.

Execution of this Agreement by the Parties. SWC reserves the right to delay the commencement of any required activities of this Agreement until which time SWC has received the required Project Start-up and Mobilization fee and other applicable requirements such as Customer Credit/Risk Application, Insurance Certificates (Customer and Builders Risk), Bond (Customer and Owner, CAD Files, etc.,

Note: This proposal will expire if not accepted within thirty (30) days of the date of the Proposal. SWC reserves the right to modify this Proposal at any time prior to acceptance.

Proposal Acceptance and Subcontract Execution:

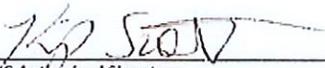
By:

Customer Authorized Signature

Printed Name

Title

Acceptance Date



SWC Authorized Signature

Kip Scott

Printed Name

Inside Sales Rep.

Title

4.30.25

Acceptance Date



SWC of Nashville
kip.scott@swc.net | 615.203.1444

Confidential. Not to be shared without express written permission by SWC.

