



From | **Pyrotech, Inc.**
9483 Dielman Rock Island
Industrial Drive
St. Louis MO 63132
314-839-8880

Quote No. | **2011794**
Type | Installation
Prepared By | Timothy M Sauer
Created On | 08/03/2022

Quote For | **Hawaiian Bros Island Grill**
- Mehlville
5905 South Lindbergh
Boulevard
Unincorporated St. Louis
County MO 63123

Description of Work

Installation of Badger 4.0 kitchen fire suppression system. Price includes permits, test, and drawing. Pyrotech to supply two 110VAC electric gas valves. Pyrotech to perform full function wet-discharge test upon completion of project. Pyrotech to utilize chrome sleeving and fittings on exposed piping.

System Specifications

Hood: 7'5" | 12'11"

Duct: 10"-Dia. | (2) 12"-Dia.

Appliances (L to R): (2) Convection Oven - (3) 48 x 24" Griddle

By accepting this proposal customer acknowledges that the hood, duct, and appliance specifications listed above are correct.

Services to be completed

Kitchen Suppression

Installation of Badger 4.0 Kitchen Fire Suppression System

Kitchen Suppression

Installation Permit Application Submitted - Mehlville FPD

Kitchen Suppression

Installation Permit Application Submitted - St. Louis County

Kitchen Suppression

110VAC Electrical Gas Valve Supplied by Pyrotech - 2 Total

Parts, labor, and fees

	Quantity
Straight Time Labor	12
Straight Time Labor	4
Permit	1
Permit	1
Drawings for Permit Submittal	1
Universal Control Head (Badger)	1
Wall Bracket, 4 Gallon Cylinder (Badger)	1
Cylinder, 4 Gallon (Badger)	1
Remote Manual Release Pull Station (Badger)	1

Vent Plug (Badger)	1
3x8" x 3/8" x 1/2" (TEE ON THE BULL)	1
Discharge Adapter Kit (Badger)	1
Detector Bracket (Badger)	7
Fuse Link	7
2" Gas Valve, ELECTRICAL (Pyro-Chem)	2
Nozzle (Kidde / Badger)	12
Corner Pulley (Badger)	15
3/8" Pipe	50
3/8" 90	25
Materials and Equipment	1
GRAND TOTAL	\$4,454.73

Terms and Conditions

1. **PAYMENT TERMS.** All Invoices are due & payable on receipt. A service charge of 2% per month compounded, will be charged on all invoices unpaid after 30 days. Should legal action be necessary, Customer shall be liable for all costs of collection, including all court costs and attorneys' fees.
2. **ITEMS NOT PART OF CONTRACT.** Only those items stated on this and the reverse side of this document shall be included in the contract. By way of example, and not of exclusion, the following items shall not be provided or installed by Pyrotech, Inc.: union labor, prevailing wage, testing, work performed outside normal working house (see below) taxes, inspections, permits, wiring, electrical work, venting, temporary fire suppression, or removal of left-over scrap, debris, trash, etc.
3. **WARRANTY BY PYROTECH, INC.** Provided that all invoices due under this contract are paid in full by Customer, Pyrotech, Inc. warrants to Customer that entire system installed by Pyrotech, Inc. will be free from mechanical defect not inherent in the quality required or permitted. Any claim on such warranty must be presented to Pyrotech, Inc. within 12 months of the date of installation. Service under such warranty will be rendered free of charge during normal working hours (8:00 a.m. - 4:00 p.m, Monday Friday, holidays excluded), provided the following conditions do not exist: (1) Improper system settings; (2) switches in wrong position; (3) blown fuses or tripped circuit breakers; (4) clogged or failing valves or gauges; (5) power failure; (6) misuse or improper use or maintenance of system or failure to follow operating instructions; and (7) malfunction because of Acts of God, or circumstances normally covered by Customer's insurance. Service rendered by any other party shall void this warranty and all cost of any such third party service is at the burden of the Customer or their representative, Service will be rendered outside of normal working hours on a COD basis only.
4. **MANUFACTURER'S WARRANTY.** Most manufacturers warrant the system separately. Customer is liable for installation and shipping charges. Any such warranty provided by the equipment manufacturer shall not be deemed a warranty by Pyrotech, Inc., and Pyrotech, Inc. shall have no liability for any malfunction or repair that is covered by such manufacturer warranty.
5. **DISCLAIMER OF OTHER WARRANTIES.** Pyrotech, Inc., MAKES NO WARRANTY OTHER THAN THE WARRANTY ABOVE. PYROTECH, INC. HEREBY DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, AND WORKMANLIKE CONSTRUCTION.
6. **PRICE ADJUSTMENTS.** In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of Pyrotech, Inc., the contract sum, time of completion, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy shall be considered significant when the price of an item increases 3% or more between the date of this contract and the date of installation. If the increase in price is at least 3%, but less than 5%, the equitable adjustment shall be based only on the amount of increase greater than 3%, but if the price, Increase is 5% or more, then the equitable adjustment shall be based on the entire amount of the price increase. If Pyrotech, Inc. makes a request for an equitable adjustment to the contract price based on an increase in price, Pyrotech, Inc. shall be required at that time to disclose its original price that has increased.
7. **FORCE MAJEURE.** Any delay or failure in the performance of any part or the whole of this agreement by either party hereto shall be excused if and to the extent caused by acts of God, acts of the public enemy, insurrections, riots, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damages to plants, equipment or facilities, interruptions to transportation, embargoes, or orders or acts of any court or government authority having jurisdiction or any military authority, and the affected part of this agreement shall be suspended until the force majeure circumstances have ended.
8. **RIGHT OF REFUSAL.** The bid price shall be voidable by Pyrotech, Inc. if not accepted within 30 days of its issue.
9. **NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE**

THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

10. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT THE TOTAL LIABILITY OF PYROTECH, INC., IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR NEGLIGENCE OR GROSS OR WANTON CONDUCT, SHALL BE LIMITED TO THE AMOUNT OF THE CONTRACT PRICE, AND IN NO EVENT WILL PYROTECH, INC. BE LIABLE FOR SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND CUSTOMER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY RIGHT OR CLAIM TO SUCH DAMAGES.

11. INDEMNIFICATION AND HOLD HARMLESS. Customer agrees to indemnify and hold harmless Pyrotech, Inc. from and against any and all claims, damages, liabilities, losses and expenses, including attorneys fees, arising out of or resulting from Customer's improper use, neglect, or failure to maintain the fire suppression system, Customers use of any third party to service or maintain the system, Customers changes to the appliances or other suppressed components, or Customer's failure to follow operating and maintenance instructions for the fire suppression system.

12. Venue Selection, Choice of Law and Jury Waiver. Customer and Pyrotech agree that, with the exception of mechanics or other lien claims outside of the State of Missouri, any dispute arising out of or relating to this Agreement or Pyrotech's work shall be governed solely and exclusively by the Laws of the State of Missouri. Customer and Pyrotech agree that, with the exception of mechanics or other lien claims outside of the State of Missouri, sole venue and jurisdiction for any such dispute shall lie solely and exclusively in the Circuit Court of St. Louis County, State of Missouri; Customer and Pyrotech hereby consent to jurisdiction and venue therein. Pyrotech and Customer hereby waive any claims for removal or transfer of venue, including without limitation claims based on forum non conveniens. Pyrotech and Customer and Pyrotech hereby expressly waive their right to trial by jury.

Approved by Jennifer Burns on 8/16/2022 12:36pm with Purchase Order number 5448899-reg120 from IP address
72.49.167.83