

BILL TO		JOB LOCATION	
<b>Company:</b> Wheaton Park District	<b>Company:</b> Wheaton Park District	<b>Date:</b> 2026-01-23	
<b>Address:</b> 1000 Manchester Rd. Wheaton, IL 60187	<b>Address:</b> 1000 Manchester Rd. Wheaton, IL 60187	<b>Sales Rep:</b> Andrea Garcia Ruiz	
<b>Contact:</b> Mike Benard	<b>Contact:</b> Mike Benard	<b>Phone:</b> (708) 653 9227	
<b>Phone:</b> (630) 510 5060	<b>Phone:</b> (630) 945 7726	<b>Email:</b> AGarciaRuiz@reliablefire.com	

TITLE
House Renewal - 2026 Annual Fire Alarm Inspections - Wheaton Park District

SCOPE OF WORK
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## 2026 Annual Fire Alarm Inspections

### Wheaton Park District

#### Annual Fire Alarm System Inspection

##### Inspection Services

- Visually inspect the fire alarm control panel (FACP) and remote annunciators for physical condition and proper operation
- Inspect initiating devices such as smoke detectors, heat detectors, duct detectors, and manual pull stations for accessibility, cleanliness, and signs of damage
- Inspect notification appliances including horns, strobes, and speakers for proper placement and visible condition
- Inspect all accessible wiring, conduit, junction boxes, and device mounting for damage, wear, or deterioration
- Verify system documentation is present and up to date, including zone maps and maintenance records
- Inspect power supplies, including batteries and charging circuits, for condition, proper voltage, and secure connections

##### Testing Services

- Test initiating devices and confirm proper alarm signal activation at the control panel
- Test notification appliances to ensure audible and visible signals function correctly
- Test supervisory and trouble signals for accuracy and proper annunciation
- Confirm signal transmission to central monitoring station (if applicable)
- Test elevator recall functions to verify proper activation from fire alarm inputs (if applicable)
- Conduct battery functional testing to verify capacity and performance under load

## **Reporting**

- Provide a written inspection report documenting findings, test results, and any deficiencies

## **Clarifications**

- All work will be performed during standard business hours: Monday through Friday, from 7:00 AM to 4:00 PM
- The customer is responsible for coordinating and ensuring the presence of a licensed elevator contractor on-site during the scheduled fire alarm system inspection to facilitate elevator recall testing
- It is assumed that Reliable Fire Equipment technicians will be provided access to all required tenant spaces and secured areas on the scheduled inspection and testing date(s)
- Delays due to lack of access, waiting for escorts, or locked areas will result in additional charges beyond the quoted price
- Any deficiencies identified during the inspection will be documented, and a separate proposal will be provided to address necessary corrective actions
- Missed appointments or "no-shows" that prevent completion of the scheduled inspection will be invoiced on a time and materials (T&M) basis
- Any additional work requested or required beyond the defined scope will be subject to additional charges
- All inspection and testing reports will be uploaded to The Compliance Engine (Brycer)
- The proposal includes required Life Safety Reporting fees
- If credit terms have not been established with Reliable Fire Equipment, the customer must provide a valid form of payment upon execution of this agreement
- A 3% convenience fee will be applied to all credit card payments
- This proposal is valid for thirty (30) days from the date of issuance

## **Exclusions**

- Overtime, after-hours, or premium labor charges
- Lift or aerial equipment rental
- Coordination or provision of elevator contractors for elevator recall testing
- Sensitivity testing or cleaning of smoke detectors during fire alarm system inspections

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- Repair or corrective work related to deficiencies
- Any labor, material, or services not specifically described in the scope of work

## Professional Services

Annual Fire Alarm Inspection - Wheaton Park District	1.00	\$1,425.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Memorial Park Bandshell	1.00	\$665.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Lincoln Marsh Office	1.00	\$475.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Central Athletic Complex	1.00	\$4,560.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Clocktower Commons	1.00	\$475.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Toohey Park	1.00	\$920.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Prairie Office Building	1.00	\$1,615.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Northside Pool	1.00	\$665.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Rathje House	1.00	\$475.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - Community Center and Rice Pool	1.00	\$2,185.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
Annual Fire Alarm Inspection - DuPage County Historical Museum & WPD Admin. Bldg	1.00	\$1,235.00
Life Safety Reporting - \$20 Per Inspection	1.00	\$20.00
	<b>Professional Services Total:</b>	<b>\$14,915.00</b>
	<b>Subtotal:</b>	<b>\$14,915.00</b>
	<b>Tax:</b>	<b>\$0.00</b>
	<b>Total:</b>	<b>\$14,915.00</b>

**RELIABLE FIRE EQUIPMENT, LLC  
INSPECTION STANDARD TERMS & CONDITIONS  
1.20.16**

**1. TERM OF AGREEMENT.** This Agreement shall become effective upon the execution of the Agreement by customer (hereafter called "Customer") and acceptance and execution of this Agreement by a duly authorized representative of Reliable Fire Equipment LLC (hereafter called "Company") set forth on the Inspection Agreement. This Agreement shall have an effective date as stated on the Inspection Agreement (hereafter called "Effective Date"), and continue for an initial term of one (1) year. Thereafter, this Agreement shall continue in effect for an additional one (1) year term subject to termination by either party upon sixty (60) days prior written notice to the other.

The specific charges for inspection services shall remain in effect for a minimum of one (1) year from the Effective Date. Thereafter, the Company may increase said charges upon written notice at least ninety (90) days prior to Notice of such increase shall be deemed sufficient if given on a Company invoice and such new charges shall become effective on the date specified on such notice.

**2. INSPECTION SERVICES:** Company will provide inspection services for the Customer's equipment (hereafter called "Equipment") described on the Inspection Agreement during normal working hours (7:30 a.m. to 4:00 p.m., Monday through Friday, except Company holidays) unless otherwise noted.

**3. EXCLUSIONS:** the inspection services provided under this Agreement do not include the following:

- Any repair work on the Equipment maintenance, connection or removal of accessories.
- Repair of damage resulting from accident, neglect, misuse (including use of improper supplies), failure of environmental conditions (including electrical power), or maintenance or repair work performed by persons other than Company's authorized service representatives.
- Relocating the Equipment or servicing of Equipment damaged due to relocation
- Upgrading or otherwise modifying the Equipment for a change in specification
- Any work for cosmetic purposes
- Topographical changes to area protected.
- 3% surcharge on all credit card transactions

In addition, the inspection services provided under this Agreement do not include recharge or extinguishing agents or replacement of any parts. Customer agrees that all extinguishing agents incorporated in the Equipment are the property of Customer. The cost to replace any extinguishing agents in the event of a discharge, regardless of cause, will be borne by Customer. Customer is responsible for all costs related to recharging the equipment and is required to purchase first party insurance coverage. Discharges of extinguishing agents caused directly by negligence on the part of Company and while the Equipment is in Company's direct control are the responsibility of Company. At no other time is Company responsible for the cost of replacing extinguishing agents lost due to discharge. Inspection is intended only to allow the Company to inform the Customer as to what work is necessary to keep the Equipment in proper operating condition and in compliance with current codes and standards.

**4. SERVICES AND TAXES:** If Customer requests remedial maintenance services, such services will be invoiced to Customer at Company's applicable hourly rates (including travel time). If remedial maintenance services were begun during normal working hours and at the request of Customer and extends beyond one hour after normal working hours, a charge will be made for hours more than one hour beyond normal working hours at Company's applicable hourly rate. In addition to the services described above, Company may, at Customer's request, provide services in addition to those defined above. Such services will be invoiced to Customer on a time and material basis. Company shall add to all charges and Customer agrees to pay any sales, excise, use or other taxes or fees, now in effect or hereafter levied, which Company may be required to pay or collect in connection with this Agreement. Additional charges shall be invoiced to customer. **If Customer is tax exempt Customer will provide Company with a valid and correct tax exemption certificate before executing this Agreement. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this Agreement.**

**5. PAYMENT.** All charges under this Agreement shall be paid net ten (10) days from the date of invoice, unless otherwise specified. Overdue payments shall be charged interest at the rate of fifteen percent (15%) per annum or the maximum rate permitted by applicable law, whichever is less. If Company retains a collection agency or legal counsel or incurs any out of pocket expenses to collect overdue payments, all such collection costs shall be payable by Customer.

**6. ADDITIONAL EQUIPMENT.** Additional items of equipment shall be added to this Agreement by addendum. The addendum shall specify the location of the equipment, the type, model and serial number of the equipment and the charge for such inspection services. Inspection charges for any additional items of equipment with an effective date other than that set forth on the face of this Agreement shall be prorated to the next date payment is due under this Agreement and will continue thereafter until the termination of this Agreement. Additional equipment will be subject to the same expiration date of this Agreement.

**7. ACCESS TO EQUIPMENT.** A representative of Customer will be present at the site at all times that inspection services or maintenance services are being performed by Company. Company personnel will not enter nor remain at the site in the absence of a Customer representative. Company shall be given full and free access to the Equipment to perform inspection. Customer will provide a safe place in which to perform maintenance if maintenance is warranted and the parties agree that maintenance is to be performed. Company will invoice Customer for time waiting for Equipment availability after a twenty minute wait beyond the scheduled service time.

**8. FORCE MAJEURE.** Company shall be excused from any delay or failure to provide services under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond Company's reasonable control.

**9. LIMITATION OF LIABILITY.**

**A. Company's obligation under this Agreement is to provide inspection services in a timely manner in accordance with the terms of this Agreement. EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE INSPECTION SERVICES, AND SHALL HAVE NO LIABILITY FOR LOSS OF ANTICIPATED PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**B. Company shall not be liable for any reason, whether under this Agreement or otherwise, for any cost, expense, loss or damage suffered by Customer or any other person, including, without limitation, cost, expense, loss or damage:**

- (i) resulting, directly or indirectly, from the use, operation, non-operation or loss of use of the Equipment.**

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(ii) such as personal injury and property damage;  
(iii) such as any claim or demand against Customer by any third party;  
(iv) such as consequential, incidental or special damages (including, without limitation, loss of income, goodwill or prospective profits);  
(v) such as any loss, damage or injury due, directly or indirectly, to occurrences or consequences from occurrences which the Equipment is designed to detect or avert.

Customer understands and agrees that protection for the above-referenced costs, expenses, losses and damages is Customer's sole responsibility and that it is Customer's responsibility to obtain and maintain insurance coverage for such costs, expenses, losses and damages.

C. Company's liability shall not exceed, under any circumstances, the amounts paid to Company by Customer under this Agreement ("Liability Limitation"). Customer understands and agrees that the limitations on liability set forth in this Agreement including, without limitation, the waiver of subrogation and the Liability Limitation, are being relied on by Company in determining the costs of the inspection services provided by Company to Customer pursuant to this Agreement. In addition to the foregoing, Customer agrees that in the event Company is found liable for loss, damage or injury in any respect (other than as a result of a breach of this Agreement), including, without limitation, loss, damage or injury resulting from Company's negligence, Company's maximum liability shall be limited to the lesser of the Liability Limitation or the amount of Company's insurance coverage.

D. Customer releases and waives all right of recovery against Company by way of subrogation.

## 10. MISCELLANEOUS.

A. These Terms and Conditions and the Inspection Agreement constitute the entire Agreement between the parties and are collectively referred to as the "Agreement", and supersede any previous Agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on Company if expressly accepted in writing by Company. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.

B. This Agreement is made and entered into in the State of Illinois and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Illinois as if entirely performed in Illinois and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement.

C. Customer consents to the exclusive jurisdiction and venue of the Cook County Court of the State of Illinois with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this section 10.

D. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of Company or Customer shown in the Inspection Agreement. Notice will be deemed to have been given five (5) days after the mailing of the notice.

E. This Agreement is not cancelable by Customer for any reason whatsoever except as expressly provided in this Agreement.

**11. REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

**12. NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion, for any reason or no reason.

**13. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of this Agreement, which shall remain in full force and effect in accordance with its terms.

**14. COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, family or household use.

**15. OTHER DEFAULTS.** It shall be a default under this Agreement if Customer files a petition in bankruptcy, has a bankruptcy petition filed against it, or is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors or defaults under any other Agreement with the Company.

**16. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.

**17. HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

**18. ATTORNEY'S FEES.** In the event of a dispute between the parties regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorneys' fees and costs paid by the losing party.

**19. PREVAILING WAGE** Company's work/services performed shall be based on its understanding through the actions, statements and/or omissions of Customer that this project [identify] and the work performed relating thereto is not subject to prevailing wage requirements (federal, state or local). If Company's understanding is incorrect, Customer agrees and acknowledges that it shall immediately notify Company in writing within forty-eight (48) hours from receiving this notice so that Company may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then Customer agrees and acknowledges that it shall reimburse and make whole Company for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. Customer also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Company's employees. Customer understands and acknowledges that it shall notify Company of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Company. Customer also agrees to indemnify and hold Company harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Company, including but not limited to prompt reimbursement to Company of any and all back wages, penalties and/or interest owed to its employees or any other

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third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss

**20. ELECTRONIC DOCUMENTS:** Company hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. Company may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: Michael J. Benard  
(Print Name)

SIGNATURE: 

DATE: 2/24/26