

Date: 10/19/2023

Region: 4A
FAC ID: NY126

CSS No.: 95322
Maximo WO No.: 14118

Asset #: NA

Priority: Urgent



Original Work Request:

Repair fire alarm panel in OMS building. Alarm message states Card 6 Speaker Circuit Short CKT Trouble.

Description of Repairs Needed:

Labor to a.) investigate and repair notification devices not operating in alarm.

Labor:	Labor Hrs	Labor Rate	Total
Technician	8	\$ 168.00	\$ 1,344.00
Truck Charge	1	\$ 106.00	\$ 106.00

Material List:	Quantity	Cost	Total

Equipment List:	Quantity	Cost	Total
Lift	1	\$ 400.00	\$ 400.00
			\$ -
			\$ -

PM WO History:

NA

Estimate Summary:

Labor	Material	Equipment
\$1,450.00	\$0.00	\$400.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$1,850.00	\$222.00	\$111.00	\$2,183.00

Davis-Ulmer
300 Metro Park
Rochester, NY 14623
585.546.3670



October 18th 2023

Tidewater Inc.
5835 Avenida Encinas – Suite 118
Carlsbad CA, 92008
Email: karlee.demain@tideh20.net
Project: USAR 49 Jetview Bldg 17101

Q#FQ2310180001

Davis Ulmer is pleased to provide a proposal on the above referenced project as follows:

Provide labor to investigate and repair notification devices not operating in alarm. Lift is included.

Labor - \$1,344.00 8hr x \$168.00

Lift – \$400.00

Trucking Charge - \$106.00

Price: One Thousand Eight Hundred Fifty Dollars, plus applicable taxes (\$1,850.00, plus applicable taxes)

Exclusions:

1. Premium/overtime shift work (unless otherwise noted above)
2. Sales Tax
3. Unknown or concealed physical conditions, including but not limited to asbestos and lead that require an increase to our cost and/or time in performance of the above scope of work. Any abatement work is specifically excluded.

This proposal is valid for **30 days** from the date of proposal and our price is based on mutually agreeable contract terms and conditions.

THE NEXT SECTION OF THIS QUOTE CONTAINS ADDITIONAL TERMS AND CONDITIONS THAT ARE A PART OF THE CONTRACT, INCLUDING LIMITATIONS OF “Company’s” LIABILITY. By signing below, you hereby accept the following terms & conditions:

IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, 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 COMPANY SHALL BE LIMITED TO THE LESSER OF \$1,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY’S FEES, (HEREINAFTER REFERRED TO AS “DAMAGES”), SUSTAINED BY CUSTOMER OR ANY OTHER



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PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

Davis-Ulmer, for formal bid documents, 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 Davis-Ulmer.

TERMS AND CONDITIONS

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement ("Agreement") of the parties.

1. This Agreement is for work performed on this Work Authorization only. If Customer wants Davis Ulmer Sprinkler Inc including but not limited to any of its Divisions (Ellis Fire Protection, Beach Lake Sprinkler, Rich Fire Protection, Reliance Fire Protection, Cogswell Fire Protection, All State Fire and Security) hereafter "Company", to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.
2. The Company 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.

The Company 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 Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company'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 "Davis Ulmer Fire Protection Company" 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.



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4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.
5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY 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 COMPANY 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 COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, 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 COMPANY SHALL BE LIMITED TO THE LESSER OF \$5,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER 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 COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.
7. While the Company 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.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company 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.
11. The Company 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 Company.
12. 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.
13. **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 (DUPF) is hindered, prevented or delayed at any time in the



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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.

Terms and Conditions

Performance of the work listed above constitutes acceptance of the following terms and conditions:
<https://www.davisulmer.com/terms.php>

We thank you for the opportunity to offer our proposal and hope that it meets with your satisfaction. If you have additional questions, please contact me.

With Appreciation,
Dan McLaughlin
Special Hazards Team

If our quotation is acceptable, please sign below and return to my attention.

Signature _____ Date _____

Purchase Order#: _____



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