

Date: 10/15/2025

Region: 4A

FAC ID: NY070

Asset #: NA

FEMS No.: 3220327

Maximo WO No.: 20084

Priority: Urgent



Original Work Request:

Repair failed FDC. The FDC failed its 5-yr hydrostatic test. The piping will require to be excavated to locate the leak and make the repairs.

Description of Repairs Needed:

Labor and material to Replace existing free standing fire department connection (FDC) that failed its 5th year hydrotest and retest. Price includes Dig safe NY stakeout of public utilities, excavation services, removal or existing FDC, underground piping, fittings, and associated hardware. Trench will be back filled with existing spoils to a rough grade for finishing and seeding by others. Perform a subsequent 5th year hydrotest and provide test certificate for record purposes. Price is based on a standard pipe bury of 6'-0.

- Owner shall be responsible for providing site utility plans for all private utilities below grade utilities for our review prior to excavation commencing.
- Any obstructions not shown by stakeout or not visible from ground level will be removed or repaired on a time and material basis including but not limited to large stone or rock, electric, sewer etc.

Labor:	Labor Hrs	Labor Rate	Total
Service Technician	40	\$ 149.38	\$ 5,975.00
Excavation Labor	40	\$ 145.00	\$ 5,800.00

Material List:	Quantity	Cost	Total
Free standing FDC/associated trim	1	\$ 1,632.00	\$ 1,632.00
6" DI pipe x 60'	1	\$ 3,872.00	\$ 3,872.00
6" UG fittings (sleeves, elbow, flanges, etc)	1	\$ 1,900.00	\$ 1,900.00
6" UG restraint kits and associated hardware	1	\$ 921.00	\$ 921.00
5th year hydrotests	1	\$ 665.00	\$ 665.00

Equipment List:	Quantity	Cost	Total
Backhoes, trail, truck	1	\$ 4,125.00	\$ 4,125.00
Equipment (ditch pump, tamper, chop saw)	1	\$ 600.00	\$ 600.00
Mobilization/demobilization	2	\$ 400.00	\$ 800.00

PM WO History:

NA

Estimate Summary:

Labor	Material	Equipment
\$ 11,775.00	\$ 8,990.00	\$5,525.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$26,290.00	\$3,154.80	\$1,577.40	\$31,022.20

October 14, 2025

Ms. Julie Pape
Tidewater Inc.
6625 Selnick Drive, Ste A
Elkridge, MD 21075

Q#25101425

Project: Site- USAR-, 515 Ridge Rd Webster, NY 14580-Fire Department Connection

Davis Ulmer is pleased to provide our proposal at the above-mentioned location for the following work:

Replace existing free standing fire department connection (FDC) that failed its 5th year hydrotest and retest.

Price includes Dig safe NY stakeout of public utilities, excavation services, removal or existing FDC, underground piping, fittings, and associated hardware. Trench will be back filled with existing spoils to a rough grade for finishing and seeding by others. Perform a subsequent 5th year hydrotest and provide test certificate for record purposes. Price is based on a standard pipe bury of 6'-0.

- Owner shall be responsible for providing site utility plans for all private utilities below grade utilities for our review prior to excavation commencing.
- Any obstructions not shown by stakeout or not visible from ground level will be removed or repaired on a time and material basis including but not limited to large stone or rock, electric, sewer etc.

We propose the sum of Twenty-Six Thousand Two Hundred Ninety Dollars, plus applicable taxes. (\$ 26,290.00, plus applicable taxes).

Breakdown:

Labor: 40hrs. \$ 5,975.00

Material:

Free standing FDC/associated trim \$ 1,632.00
6" DI pipe x 60' \$ 3,872.00
6" UG fittings (sleeves, Elbow, flanges, etc) \$ 1,900.00
6" UG restraint kits and associated hardware \$ 921.00
Total material : 8,325.00



MEMBER

All Fire Sprinkler, Suppression, Detection and Alarm Systems
Code Compliance Inspections • 24 Hour Emergency Service • Installation

Page 1

Excavation and equipment:

Operator/labor 40hrs. \$ 5,800.00

Backhoe, trail, truck \$ 4,125.00

Equipment (ditch pump, tamper, chop saw) \$ 600.00

Mobilization/demobilization: \$ 800.00

Excavation total \$ 11,325.00

5th year hydrotest: 5 hrs. \$ 665.00

Exclusions:

1. Weekends, Holidays
2. Pipe buried greater than six feet may require a larger excavator and will be charged on a T&M basis
3. Any obstructions not shown by stakeout or not visible from ground level will be removed or repaired on a time and material basis including but not limited to large stone or rock, electric, sewer etc.
4. Finishing grading and seeding of excavated area.
5. New spoils
6. Any contaminated spoils shall remain on site for proper disposal by owner.
7. 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.
8. Sales Tax

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 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



MEMBER

All Fire Sprinkler, Suppression, Detection and Alarm Systems
Code Compliance Inspections • 24 Hour Emergency Service • Installation

Page 2

ROCHESTER • SYRACUSE • CORNING • ALBANY • NEW ENGLAND • ATLANTIC CITY • NEW YORK
CITY

www.davisulmer.com

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 Projection 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.
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, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.**



MEMBER

All Fire Sprinkler, Suppression, Detection and Alarm Systems
Code Compliance Inspections • 24 Hour Emergency Service • Installation

Page 3

ROCHESTER • SYRACUSE • CORNING • ALBANY • NEW ENGLAND • ATLANTIC CITY • NEW YORK
CITY

www.davisulmer.com

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, DEMAND'S, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER 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 (DUFFP) is hindered, prevented or delayed at any time in the 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.



MEMBER

All Fire Sprinkler, Suppression, Detection and Alarm Systems
Code Compliance Inspections • 24 Hour Emergency Service • Installation

Page 4

Davis-Ulmer
300 Metro Park
Rochester, NY 14623
585.546.3670



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,
Pete Mitrano
Service Manager

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

Signature _____ Date _____

Purchase Order#: _____



MEMBER

All Fire Sprinkler, Suppression, Detection and Alarm Systems
Code Compliance Inspections • 24 Hour Emergency Service • Installation

Page 5

ROCHESTER • SYRACUSE • CORNING • ALBANY • NEW ENGLAND • ATLANTIC CITY • NEW YORK
CITY

www.davisulmer.com