

Date: 11/12/2024

Region: 4A

FAC ID: NY030

CSS No.: 99062

Maximo WO No.: 16873

Asset #: NA

Priority: Urgent



Original Work Request:

Backflow device located in the mechanical room on the Army side is leaking. It is temporarily bypassed, so it doesn't leak all over the floor.

Description of Repairs Needed:

Labor and material to a.) clean, install 1" Watts rubber repair kit 794069, and retest the leaking 1" backflow preventer.

Labor:	Labor Hrs	Labor Rate	Total
Technician	4	\$ 139.00	\$ 556.00
			\$ -

Material List:	Quantity	Cost	Total
1" Watts Rubber Kit #794069 & shipping	1	\$ 166.03	\$ 166.03
			\$ -
			\$ -
			\$ -

Equipment List:	Quantity	Cost	Total
Truck/Tools/Equipment	1	\$ 105.00	\$ 105.00
			\$ -
			\$ -

PM WO History:

NA

Estimate Summary:

Labor	Material	Equipment
\$ 556.00	\$ 166.03	\$105.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$827.03	\$99.25	\$49.62	\$975.90

Davis-Ulmer
55 Riverside Drive
Corning, NY 14830
607.936.1500



November 8, 2024

Ms. Julie Pape
Tidewater, Inc.
6625 Selnick Drive, Suite A
Elkridge, Maryland 21075

**Re: CPT Alden D Allen AFRC
3126 Upper Lake Road
Horseheads, NY 14845**

Dear Julie,

We propose to furnish the necessary labor, material, and equipment to clean, install a rubber parts repair kit, and retest the leaking 1" backflow preventer.

The total cost of this work is **Eight Hundred Twenty-Seven Dollars (\$827.00)**

See below for actual costs. I rounded off to the nearest dollar on the proposal.

Exclusions:

- Premium/Overtime/Shift Work
- Sales Tax
- 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.
- Permits, Fees, or Bonds
- Additional Deficiency Repairs
- Expedited Shipping on Material
- Backflow Tests: It is the responsibility of the Owner/Occupant to ensure that the original installation of the device that the Company is testing has been approved by the authority having jurisdiction and/or insurance underwriter. Proper lighting, heat, drainage is to be provided for each device by the Owner/Occupant. Company assumes no liability for any and all losses or damages caused by device failure, broken control valves, or RPZ relief valve discharge during or any time after testing the device. The inspection and test that Company performs on a backflow is to test the device only and does not include engineering evaluations or design recommendations. The device has not been internally inspected. Additional repair parts may be needed at time of service. Customer will be advised prior to proceeding.

Truck/Tools/Equipment	\$105.00
Labor 4hrs. @ \$139.00	\$556.00
1" Watts Rubber Kit #794069	\$138.24
Shipping	\$27.79
Total:	\$827.03

If you should have any questions regarding this proposal, please do not hesitate to contact our office.

Sincerely,

Dan Tierney
DAVIS-ULMER
Service Manager



Davis-Ulmer
55 Riverside Drive
Corning, NY 14830
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THE NEXT SECTION OF THIS QUOTE CONTAINS ADDITIONAL TERMS AND CONDITIONS THAT ARE A PART OF THE CONTRACT, INCLUDING LIMITATIONS OF "Company's" LIABILITY.

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.**
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**



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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 1½% 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 (DUFF) 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.

Prices valid thirty (30) days from date of quote.

SUBJECT TO SUBMISSION AND APPROVAL OF YOUR CREDIT APPLICATION

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

Signature

Date

Re: CPT Alden D Allen AFRC Quote Dated 11/8/2024

