

1060 Central Avenue
Albany, NY 12205

518-459-2776
www.srifire.com



May 1, 2024

Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, NY 12065

Re: Fire Sprinkler Contract Work
Water Treatment Facility
8 Brookwood Rd
Halfmoon, NY 12065
Est #: 24-5133

Subject: Scope of Work

Dear Paul:

We are pleased to quote you a price(s) to perform work on the sprinkler system as noted below at the above subject location:

Scope:

- We will perform a 5 Year Wet System Assessment of Internal Condition of piping on your Fire Sprinkler System as per the requirements in NFPA.
- We will perform a 5 Year Fire Department Connection Hydro Inspection on your Fire Sprinkler System as per the requirements in NFPA.
- Our Price is based on a positive valve closure and if a valve doesn't seal and the water cannot be shut off, additional work, quotes, costs may be involved.

Scope 1 Total: \$1,713.00 *plus applicable taxes*

Included:

- Straight time labor
- Material

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Customer Initials: PM

Excluded:

- Lifts
- Wiring
- Sales Tax
- Hydrostatic testing
- Shut down fees (if required)
- Inspection/testing of sprinkler system
- Repairs/materials outside original scope
- Replacement of the missing Hydraulic Data Plate
- Labor to perform fire watch of the facility, if required to be done by others
- Covering, protection and/or moving equipment, Furniture, room finishes or fixtures

The price is firm for a period of seven (7) days.

Please note if you choose to pay with a credit card you will be charged a 4% surcharge.

By accepting this contract, you are agreeing to the attached TERMS and CONDITIONS set forth by SRI Fire Sprinkler LLC. Should you have any additional questions, please feel free to contact the undersigned.

Respectfully,

Brian Hill

Brian Hill
Estimator
SRI Fire
BrianR.Hill@srifire.us
Cell 518-807-4441

Accepted By Customer: Paul Maiello

Title: Supervisor of Buildings and Grounds Date: 5-1-24

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Wet System Assessment of Internal Condition of Piping

****SCOPE OF WORK DATED 5/1/2024***

- An assessment of the internal condition of piping shall be conducted by opening a flushing connection at the end of one (1) main and by removing a sprinkler toward the end of one (1) branch line for the purpose of inspecting for the presence of obstructive material
- Removal and replacement of water gauges.
- Furnish completed inspection forms.
- (Excluded) This scope excludes testing for MIC (microbiologically influenced corrosion). If MIC is perceived to be present within the system additional quotes and testing would be required.
- Check valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition (Accessible Check Valves Only)
- Check valves if applicable can include but are not limited to:
 - Alarm check valve
 - Fire department check valve
 - Trim line piping check valve
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

Hydrostatic Testing of Fire Department Connection Piping

****SCOPE OF WORK DATED 5/1/2024***

- A temporary means of testing shall be installed after the fire department connection check valve to isolate the fire department connection piping from the system for testing.
- The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi for two hours. (SRI is not responsible and will be indemnified and held harmless for any and all system or building damage caused by hydrostatic testing).
- (Excluded) Cutting, Patching, or Painting of Any Kind or Exploration of concealed check valves
- Furnish completed inspection forms.

****The scope of work is not intended to be inclusive of all NFPA-25 requirements and/or frequencies.***

*****It remains the building owner's full responsibility to inspect, test, and maintain the sprinkler system(s) per NFPA and AHJ Requirements.***

SRI FIRE SPRINKLER, LLC TERMS AND CONDITIONS

1. As used herein, Customer shall mean the Owner of the system, Owner's designee, tenant of the premises or any authorized person acting on behalf of either of them. Company shall mean SRI Fire Sprinkler, LLC.
2. Scope of Liability. The amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Work Authorization and are unrelated to the value of the Customer's property and the property of others located on or within the premises. Company makes no guaranty or warranty that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.
3. Waiver of Subrogation. Company is not an insurer against loss or damage. Sufficient insurance must be obtained by, and is the sole responsibility of, Customer. Customer agrees to rely exclusively on Customer's insurer to recover for injuries or damage in the event of any loss or injury to the premises or property herein. Customer does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge company from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Company.
4. Liquidated Damages. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Company to perform any of its obligations under this Work Authorization. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, concerning work performed in connection with this Work Authorization. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to the lesser of \$1,000 or an amount equal to the Work Authorization price. Where the service request covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be the complete and exclusive remedy.
5. INCIDENTAL/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF USE OF PROPERTY, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.
6. Affiliates. The Terms and Conditions set forth in this Work Authorization shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.
7. LIMITED WARRANTY. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS WORK AUTHORIZATION WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. COMPANY AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY COMPANY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
8. Indemnity. Customer agrees to indemnify, hold harmless and defend Company, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and costs, attorney's fees and expenses including reasonable defense costs arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any claim, lawsuit or other attempt to recover against Company whether caused in part by Company, relating in any way to this Work Authorization, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. This indemnification obligation shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Customer under Worker's Compensation Acts, disability benefits, acts or other employee benefit acts. This indemnification provision shall not apply in the event of Company's sole negligence. Customer acknowledges that specific consideration has been received by it for this indemnification agreement.
9. Equipment Disconnections. Customer is on notice that the system(s)/device(s) listed on the face of this Work Authorization will be temporarily or permanently disconnected and out of service and thus, cannot detect, perform and/or report occurrences or transmit signals.
10. Existing System. Where new work is tied into or connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of Customer and are not covered by any warranties that may be applicable to the work performed by Company. Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
11. Customer shall furnish all necessary facilities for the performance of work by Company, including adequate space for storage and handling of materials, adequate light, electricity, water, freeze protection, local telephone, security, toilet facilities, hoisting, clean up labor, and dumpster facilities. Company shall be responsible for clearing up its own debris.
12. Customer warrants the sufficiency of the structure, asbestos free condition of the structure and that the structure is able to support the water filled weight of fire sprinkler piping system and its related equipment. Customer also warrants the adequacy of water supply, character, condition, or use of foundations, walls, or other structures, along with wiring, fixtures, or other equipment existing or erected by others.
13. Customer has reviewed, and is familiar with the National Fire Protection Association Standard 25 (NFPA 25) and understands the requirements and consequences thereof. Customer shall adhere to and comply with the requirements of NFPA 25. Customer shall be responsible to maintain equipment in good, working order as outlined in NFPA standards and the State Fire Marshal's Rules.
14. Payment: Full payment is due 30 days from invoice date. Invoices not paid in 30 days are subject to 1 1/2% interest per month. Nothing shall serve to void Company's Mechanics Lien and/or Bonding claim rights in accordance with the law of the jurisdiction governing this Agreement.
15. The individual signing on the front page of this Work Authorization covenants and warrants that (s)he is the Customer or authorized agent/representative thereof and is authorized to enter into this Work Authorization and to bind Customer to all terms and conditions included herein.
16. If any legal action arises out of this Agreement or breach thereof, both parties agree that civil suit shall be filed in the appropriate Court in the County of Albany, NY. Further, if any claims are asserted or litigation initiated arising out of this Work Authorization and Company is the prevailing party, Customer shall pay all costs associated with such claim or action, including reasonable attorneys' fees. Prevailing party shall mean a favorable result on behalf of Company, payment to Company, and/or a resolution of claims against Company whereby Company makes no financial payment.

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