

Sheriff
Levy County



Robert B. McCallum, Jr., Sheriff
9150 N.E. 80th Avenue
Bronson, Florida 32621

Phone: 352-486-5111
Fax: 352-486-5160

December 12, 2023

To: Command Staff

Reference: HVAC controller, Plumbing valves, connection to new HVAC system and Fire safety issue and sprinkler repair.

The JACE system is like the brain that helps your cooling and heating system operates efficiently. This system is used to control temperature, humidity, energy efficiency, scheduling, air quality and diagnostics thru the use of remote control using a computer. It allows us to save energy by adjusting when and how much heating and cooling is needed. It could be thought of as a smart assistant for your HVAC system that helps you save on energy costs. Our previous HVAC control system is out dated and no longer supports our new system. $\$9,291.00$

To complete the process of our new HVAC system we also have to replace broken and rusted valves. These valves shut off water to the unit in case something goes down we can isolate the unit from the rest of the system until we can repair it. These pipes and valves will need to covered in insulation to keep condensation from leaking around pipes and coming thru the ceiling of the facility. $\$46,992.00$

When we had our yearly fire alarm and sprinkler inspection this year we had several horn/strobes that weren't operating and some of the sprinkler heads in the old section of the jail are rusty and are outdated. The inspection found these discrepancies need to be corrected as far as code goes. $\$2350.00 + \$3975.00 + 1737 = \$8062.00$

Maintenance Supervisor

Aaron Wells

Total Request

$\$64,345.00$

A handwritten signature in black ink, appearing to read "Aaron Wells", written over a horizontal line.



CNC1250448
PO Box 1329
Belleview, FL 34421
(352) 421-2913
Info@hvacfs.com

Estimate

ESTIMATE#	2246
DATE	10/19/2023
PO#	

CUSTOMER
Levy County Jail
Aaron Wells
9150 Northeast 80th Avenue
Bronson, FL 32621
(352) 441-4484

SERVICE LOCATION
Levy County Jail
Aaron Wells
9150 Northeast 80th Avenue
Bronson, FL 32621
(352) 441-4484

DESCRIPTION Labor and material to install (1) new Honeywell JACE. I will discover all the existing controllers and create graphic's for them.

Estimate

Description	Rate	Total
Labor and Material	9,291.00	9,291.00

CUSTOMER MESSAGE
This estimate is good for 30 days.

Estimate Total: \$9,291.00

Fw: New Honeywell Jace

Aaron Wells <awells@levyso.com>

Thu 12/7/2023 9:30 AM

To:Nicole Gore <ngore@levyso.com>;Mike Sheffield <msheffield@levyso.com>

From: John Ruland <Jruland@hvacfla.com>

Sent: Wednesday, December 6, 2023 10:39 AM

To: Aaron Wells <awells@levyso.com>

Subject: New Honeywell Jace

We are quoting a new Building Automation front end so the maintenance staff can access the previously installed devices. The current system is in need of costly updates and they currently can't access the system to make any change. The option we provided is installing a Honeywell Jace which will allow us to discover the devices on the BACnet network and allow the staff to change setpoints and turn equipment on and off. The Jace has built in software so there is no cloud based software fees associated with this system nor will you have to pay any type of subscription fees.



CMC1250445

MEETING CUSTOMER REQUIREMENTS IS A DAILY JOB

EXCEEDING THEM IS WHAT MAKES US DIFFERENT

John Ruland

T: 352-421-2913

M: 352-421-2912

E: Jruland@hvacfla.com

Shipping Address

1203 Sw 12th Street, Suite 9, Ocala FL 34471

Mailing Address

PO Box 1329, Belleview FL 34491



CMC1250445

PO Box 1329
 Belleview, FL 34421
 (352) 421-2913
 Info@hvacfla.com

Estimate

ESTIMATE#	2140
DATE	12/19/2023
PO#	

CUSTOMER
Levy County Jail Aaron Wells 9150 Northeast 80th Avenue Bronson, FL 32621 (352) 441-4484

SERVICE LOCATION
Levy County Jail Aaron Wells 9150 Northeast 80th Avenue Bronson, FL 32621 (352) 441-4484

DESCRIPTION Repipe and insulate the Chilled water and Heating hot water to AH units.

Estimate

Description	Rate	Total
Additional HVAC Repairs Labor and Material We will shut down the Chilled water system and the Heating hot water system to install new isolation valves. We will demo existing piping. We will repipe using copper piping and propress fittings from new isolation valves to the AH units with new strainers, circuit setters and drain valves and new unions. We will reuse the existing control valves in return piping for chilled water and heating water. We will Insulate all new chilled water piping using rubber insulation and fiberglass insulation on the hot water piping. This repipe is for AH #1,2,3,4,5,6,7. We noticed this existing piping is in very bad shape, very rusted and pitted while we have been changing out these AH units and have had the insulation off of piping. In our opinion you are on borrowed time before this will cause some leaks in these areas above ceiling.	46,992.00	46,992.00
Credit Card Processing	2.99%	1,405.06

CUSTOMER MESSAGE

This estimate is good for 30 days.

Estimate Total: **\$48,397.06**
 \$ 46,992.00

Beach Lake Sprinkler
15271 Flight Path Dr.
Brooksville, FL 34604
352-799-2990



Service Agreement

Effective, **November 28, 2023**, and subject to all terms, conditions, and limitations specified in this Agreement, **Levy County Sheriff's Office** ("Customer") hereby engages **Beach Lake Sprinkler** ("Company") to perform SERVICES at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property: Levy County Sheriff's Office
Address: 9150 NE 80th Ave
Bronson, FL 32621
Phone: 352-441-4484
E-Mail: awells@levyso.com
Contact: Aaron Wells

If Customer is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below.

SECTION II – SCOPE OF WORK

Customer engages Company to perform the following:

Supply labor and material to conduct five-year internal pipe assessment on sprinkler systems in Pods 1, 2, and 3.

We propose to at a cost of **\$2,350.00**.

Note #1: This proposal does not include work in any other parts of the building or replacement of any other material.

Note #2: This proposal excludes any 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.

Note #3: This proposal is based on fair and equitable contract terms.

Note #4: This proposal assumes that all repairs and testing can be completed in one (1) workday during normal working hours of 7:00 am – 3:00 pm. Any additional repairs or testing would be billed on a time and material basis or upon receipt of a signed Service Agreement detailing price and scope of work.

We Exclude: All Painting, Permit & Permit Fees, Third Party Inspections & Fees, Fire Alarm System, All Alarm Wiring & Power Wiring Of Fire Protection Devices, Drawing & Calculations, Flow Test, Engineer Stamp, Fire watch, ICRA, Conditions of Water Service, Meter Pit and/or Meter Assembly, Temporary Protection, Exterior Fire Service Main, All Excavation & Backfill, Rock, All Concrete Work, Raising/ Relocating Existing Mains & Branch Lines, Seismic Bracing, Freeze Protection, Wage Rate, Bond, Premium/Overtime Work, Any Work On Existing Riser(s), Mall Shutdown Fees, Phasing/Multiple Phases, Adequacy/Code Compliance of Existing System, and Pipe Identification.

SECTION III – SERVICE FEE, AND PAYMENT

Customer agrees to pay and will be invoiced the **sum of \$2,350.00**. Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of the WORK. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice **with approved credit**. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

Property:

SECTION IV - OTHER TERMS AND LIMITATIONS

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 \$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, (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 (DUFPP) 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.

SECTION V: ACCEPTANCE AND SIGNATURE

Customer:

Beach Lake Sprinkler

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

INVOICING EMAIL: _____

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

CONTACT INFORMATION FOR SCHEDULING:

Contact Name: _____

Contact Phone Number: _____

Email address for invoicing (if applicable): _____

Beach Lake Sprinkler
15271 Flight Path Dr.
Brooksville, FL 34604
352-799-2990



Service Agreement

Effective, **November 28th, 2023**, and subject to all terms, conditions, and limitations specified in this Agreement, **Levy County Sheriff's Office** ("Customer") hereby engages **Beach Lake Sprinkler** ("Company") to perform SERVICES at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property: Levy County Sheriff's Office

Address: 9150 NE 80th Ave
Bronson, FL 32621

Phone: 352-441-4484

E-Mail: awells@levyso.com

Contact: Aaron Wells

If Customer is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below.

SECTION II – SCOPE OF WORK

Customer engages Company to perform the following:

Supply labor and material to replace corroded sprinkler heads in the following locations:

- 21 – Pendant heads in the kitchen area
- 2 – Pendant heads in Booking 185 shower
- 1 – Institutional head in corridor to Pod 2
- 1 – Institutional head in pod 2 control room restroom
- 1 – Pendant head in Janitors closet
- 1 – Painted pendant head in women's restroom

Replaced missing escutcheons in the following areas:

- 1 – Booking cell 78
- 1 – Booking at water foundation
- 3 – First appearance
- 3 – Visitation area
- 1 – Transportation Office Closet
- 2 – Dining room area
- 1 – Jail break room Storage

Replace three (3) dry pendants in kitchen cooler/freezer area.

Adjust hangers to correct height of sprinkler protection outside break room S172 and office S170.

We propose to at a cost of **\$3,975.00**.

Note #1: This proposal does not include work in any other parts of the building or replacement of any other material.

Note #2: This proposal excludes any 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.

Note #3: This proposal is based on fair and equitable contract terms.

Note #4: This proposal assumes that all repairs and testing can be completed in one (1) workday during normal working hours of 7:00 am – 3:00 pm. Any additional repairs or testing would be billed on a time and material basis or upon receipt of a signed Service Agreement detailing price and scope of work.

We Exclude: All Painting, Permit & Permit Fees, Third Party Inspections & Fees, Fire Alarm System, All Alarm Wiring & Power Wiring Of Fire Protection Devices, Drawing & Calculations, Flow Test, Engineer Stamp, Fire watch, ICRA, Conditions of Water Service, Meter Pit and/or Meter Assembly, Temporary Protection, Exterior Fire Service Main, All Excavation & Backfill, Rock, All Concrete Work, Raising/ Relocating Existing Mains & Branch Lines, Seismic Bracing, Freeze Protection, Wage Rate, Bond, Premium/Overtime Work, Any Work On Existing Riser(s), Mall Shutdown Fees, Phasing/Multiple Phases, Adequacy/Code Compliance of Existing System, and Pipe Identification.

SECTION III – SERVICE FEE, AND PAYMENT

Customer agrees to pay and will be invoiced the **sum of \$3,975.00**. Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of the WORK. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice **with approved credit**. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

SECTION IV - OTHER TERMS AND LIMITATIONS

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.

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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**

Property:

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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 \$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 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 (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.

SECTION V: ACCEPTANCE AND SIGNATURE

Customer:

Beach Lake Sprinkler

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

INVOICING EMAIL: _____

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

CONTACT INFORMATION FOR SCHEDULING:

Property:

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Contact Name: _____

Contact Phone Number: _____

Email address for invoicing (if applicable): _____

Beach Lake Sprinkler
15271 Flight Path Dr.
Brooksville, FL 34604
352-799-2990



Service Agreement

Effective, **November 30, 2023**, and subject to all terms, conditions, and limitations specified in this Agreement, **Levy County Sheriff's Office** ("Customer") hereby engages **Beach Lake Sprinkler** ("Company") to perform SERVICES at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property: **Levy County Sheriff's Office (Assembly)**

Address: **9150 NE 80th AVE**
Bronson, FL 32621

Phone: **352-441-4484**

E-Mail: **awells@levyso.com**

Contact: **Aaron Wells**

If Customer is not the owner of the Property (i) Customer represents, warrants, and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below.

SECTION II – SCOPE OF WORK

The customer engages the Company to perform the following:
Replacement of 7 Horn Strobes and trouble shoot power supply.

We propose to for **\$1,737.00.**

Note #1: This proposal does not include work in any other parts of the building or replacement of any other material.

Note #2: This proposal excludes any 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.

Note #3: This proposal is based on fair and equitable contract terms.

Note #4: This proposal assumes that all repairs and testing can be completed in one (1) workday during normal working hours of 7:00 am – 3:00 pm. Any additional repairs or testing would be billed on a time and material basis or upon receipt of a signed Service Agreement detailing price and scope of work.

We Exclude: All Painting, Permit & Permit Fees, Third Party Inspections & Fees, Fire Alarm System, All Alarm Wiring & Power Wiring Of Fire Protection Devices, Drawing & Calculations, Flow Test, Engineer Stamp, Fire watch, ICRA, Conditions of Water Service, Meter Pit and/or Meter Assembly, Temporary Protection, Exterior Fire Service Main, All Excavation & Backfill, Rock, All Concrete Work, Raising/ Relocating Existing Mains & Branch Lines, Seismic Bracing, Freeze Protection, Wage Rate, Bond, Premium/Overtime Work, Any Work On Existing Riser(s), Mall Shutdown Fees, Phasing/Multiple Phases, Adequacy/Code Compliance of Existing System, and Pipe Identification.

SECTION III – SERVICE FEE, AND PAYMENT

Customer agrees to pay and will be invoiced the **sum of \$1,737.00**. The specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of the WORK. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice **with approved credit**. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

SECTION IV - OTHER TERMS AND LIMITATIONS

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 \$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, (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.

Property:

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11/15/11

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 (DUPP) 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.

SECTION V: ACCEPTANCE AND SIGNATURE

Customer:

Beach Lake Sprinkler

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: Robert Loudermilk

TITLE: _____

TITLE: Alarm Manager

DATE: _____

DATE: 11/20/2023

INVOICING EMAIL: _____

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

CONTACT INFORMATION FOR SCHEDULING:

Contact Name: _____

Contact Phone Number: _____

Email address for invoicing (if applicable): _____