



S.A. Comunale

An EMCOR Company

2900 Newpark Drive
Barberton, Ohio 44203
Phone: (610) 670-3960
Email: denise.stump@comunale.com

Proposal Number: Q-015152-2021
Proposal Date: 3/1/2021
Revision Number:
Revision Date:

PROPOSAL & CONTRACT for INSPECTION

Attention: Joe Mecsey

Site Location:

Quoted To:

**Borough of Alpha
Town Hall
1001 East Boulevard
Alpha, NJ 08865
Phone:
Email: alphadpw1@gmail.com**

**Joe Mecsey
Borough of Alpha
1001 East Boulevard
Alpha, NJ 08865
Phone: (484) 664-9255
Email: alphadpw1@gmail.com**

In accordance with your request, we are pleased to offer the following Inspection Contract and proposal. Our proposal is based on the following Inspection(s) Performed and the listed Scope of Work:

Inspection Performed

Inspection Price

Annual Sprinkler Inspection due March 2021 to Include:

\$420.00

- 1 wet system
- 1 dry system
- 1 backflow preventer

If Required:

Quarterly Sprinkler Inspections due June/Sept/Dec 2021: 3 quarters x \$420.00 per quarter = \$1,260.00

Annual Extinguisher Inspections: \$4.00 per unit

Annual Emergency/Exit Light 90 Minute Test & Inspection: \$15.00 per unit

Scope of Work:

Wet Fire Sprinkler System(s) - Annually: We will visually inspect the hydraulic placard, vane type waterflow switch, alarm pressure switch, water motor alarm gong and valve tamper switch. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will perform a function test on the water motor alarm gong (if applicable). We will perform a main drain test on any wet system that has a backflow preventer or pressure control valve upstream from the wet pipe sprinkler system.

Dry Fire Sprinkler System(s) – Annual - Dry Fire Sprinkler System(s) – Annually: we will visually inspect the hydraulic placard, alarm pressure switch, water motor alarm gong, valve tamper switch and spare sprinkler head box. We will inspect the Siamese connection for visibility, accessibility, identification signs, caps, leakage from check valve, drain valve and general condition of couplings and clapper assembly. We will inspect, from the ground level, any exposed sprinkler pipe, fittings, sprinkler heads and hangers. We will perform a function test on any alarm pressure switch, valve tamper switch, low air supervisory switch, low temperature supervisory switch and water motor alarm gong (if applicable). We will perform a main drain test on each dry sprinkler riser. We will operate each control valve thru a full range of motion from open to shut and back to open. We will perform maintenance on the auxiliary drains by opening them until free from water flow and the OS&Y valve by lubricating the stem. We will perform maintenance on the auxiliary drains by opening them until free from water flow and the OS&Y valve by lubricating the stem. We will flow test the dry valve by lowering the air pressure in the system until the system trips. We are required to perform a full flow test every three years – this test consists of flowing water through the system to the Inspector's test connection and recording the time it took to get there. Those years that a full flow trip test is not required we will perform a controlled flow test – this consists of closing the main sprinkler system control valve three quarters of the way and lowering the air pressure in the system until the valve trip then quickly closing off the main sprinkler system control valve. Before resetting the dry valve, we will perform a visual inspection in the interior of the dry valve to include those valves that can be reset without taking off the front inspection plate.

Backflow Prevention Devices - Annually - Test and certified annually as required by the city water department. All devices are inside. Extra fee for confined space. Pricing is based on the backflow inspection being conducted with the sprinkler inspections.

Exclusions:

- Overtime or Holidays
- Special Lift Equipment

Notes:

Inspections will be performed during normal working hours of 8:00 am to 5:00 pm Monday thru Friday unless other arrangements have been made.

This inspection pricing is based upon a technician crew from the S. A. Comunale Co., Inc.

Pricing above reflects performing all of the services as noted, in the event that some of the above services are not to be performed by S. A. Comunale then we reserve the right to adjust individual service prices.

All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable).

The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.

The S.A. Comunale Company is a full service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.

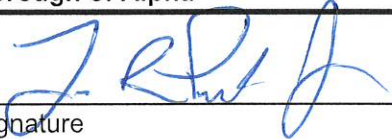
Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on the 2 day of ^{March} , 2021.

CUSTOMER:

Borough of Alpha



Signature

Leo R Pursell Jr


Print Name

Sr. Public Works repairman

Title

CONTRACTOR:

S.A. Comunale Co., Inc.



Signature

Denise Stump

Print Name

Inspection Sales Representative

Title

CONTRACTOR IS HEREBY DIRECTED TO PROVIDE A COPY OF THE INSPECTION REPORT TO:

Copy to Above at dpw@alphaborowj.org

and Copy Mailed to Boro Clerk
1601 E. Blvd
Alpha NJ 08865

Terms & Conditions

1. **Access To Work:** Customer shall grant to Contractor the right to enter the Premises to conduct the Inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.

2. **Inspection Report:** Contractor will provide a written Inspection Report to Customer (and any other party as directed by Customer), which shall include a list of all Equipment inspected, and any recommendations regarding additional services, maintenance, repairs, replacements, alterations or adjustments that, in the judgment of Contractor, should be performed. The recommendations made by Contractor are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property and other damages by indicating obvious defects or impairments noted to the Equipment inspected. Contractor's Inspection Report shall not be construed as a warranty of the condition of the Equipment inspected, and it is not intended to imply that no other defects or hazards exist in the Equipment. Final responsibility for the condition and operation of the Equipment lies with the Customer. Should the Customer decline additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, Contractor shall be relieved from any and all liability arising there from.

3. **Additional Work:** This Contract is limited to Contractor's Inspection service only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.

4. **Payment Terms:** In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the inspection shall be increased by an amount equal to Contractor's then prevailing rates for inspection of Additional Equipment.

Unless otherwise agreed, Contractor will issue an invoice upon completion of the inspection and payment is due 30 days after completion of the inspection. Contractor shall be under no obligation to perform a scheduled inspection if Customer's account is past due.

5. **LIMITATION ON LIABILITY AND DAMAGES:** CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.

6. **Indemnity:** Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.

7. **Insurance:** Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.

8. **Waiver Of Subrogation:** Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

9. **One-Year Limitation On Actions; Choice Of Law:** It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The laws of the State of Ohio shall govern the validity, enforceability and interpretation of this Contract, and any suits or causes of action upon this Contract shall be venued in Ohio.

10. **Force Majeure:** Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.

11. **Duration Of Contract And Termination:** This Agreement shall remain in effect for one year from the date hereof and will automatically renew for successive one-year terms unless written notice of termination by either party is mailed to the other party no later than 60 days prior to the expiration of the then current term. After the third anniversary of this Agreement, the Price per Inspection during any renewal term will be at the Contractor's then-current rates for the Equipment and any Additional Equipment.

12. **Legal Fees:** Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.

13. **Severability:** If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.

14. **Notice:** All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.

15. **Entire Contract:** This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.

16. **Counterparts And Multiple Originals:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.