



• Sprinklers • Suppression • Fire Alarm • Security

Inspection Agreement

RENEWAL

Effective, (**July 1, 2020**) and subject to all terms, conditions, and limitations specified in this Agreement, **Vestal Central Schools, 201 Main Street, Vestal, NY 13850**, (“Customer”) hereby engages Davis-Ulmer Sprinkler Company, Inc. (“Company”) to perform inspection 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: African Road Elementary School
Address: 600 S. Benita Blvd
Vestal, NY 13850

Phone: _____
Fax: _____

Billing Address (If different from Property):
Vestal Central Schools
201 Main Street
Vestal, NY 13850
Attn.: Joseph Loretz
Phone: 607-757-2231
E-Mail: Jflorez@vestal.k12.ny.us
wabuttner@vestal.k12.ny.us

Property Owner (If different from Customer):

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, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

SECTION II – INSPECTION

Customer engages Company to perform a
☐ single ☐ monthly ☒ quarterly ☐ semi-annual ☐ annual ☒ other (see frequencies below)
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

- | | |
|--|---------------------------------|
| (1) Wet Sprinkler System – Quarterly | (1) Deluge System – Quarterly |
| (2) Backflow Prevention Devices – Annually | (1) Diesel Fire Pump – Annually |
| (1) Standpipe System - Quarterly | |

The Scopes(s) of Work are included. Actual inspection date(s) will be determined by Company.

SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of one (1) year.

Customer agrees to pay the **total annual sum** of **ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$1,880.00)**. Customer will be invoiced following **each inspection**, the sum of **\$470.00**. 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 each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. 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

1. This Agreement is for inspection services only. If Customer wants Company to make any repairs, alterations or replacements as a result of the inspection services performed pursuant to this Agreement, such work and the additional compensation to Company must be specified in a separate written agreement between Company and Customer.
2. Any additional system equipment added to the Property after the date of this Agreement or not otherwise specified in Section II of this Agreement is not included in the inspection services to be provided pursuant to this Agreement. Inclusion of any such other equipment will require execution of an amendment to this agreement and adjustment of the inspection fee.
3. The inspection services provided by Company pursuant to this Agreement are limited to an evaluation of the functionality of the equipment identified in Section II above. The Scope(s) of Work incorporated into this Agreement do not include observation of design or engineering deficiencies with any fire protection system. Company will not evaluate or express any opinion as to whether the design and/or installation of the system are suitable for the Property or the operations at the Property.
4. Company's inspection is limited to a visual inspection of external readily accessible parts of the system and will not include every component including but not limited to sprinkler heads, pipe, fittings, hangers, pull stations, smoke detectors, conduit wire or other parts of the system being inspected. Customer understands and agrees that if the business is one that consists of multiple buildings or buildings with multiple rooms, including but not limited to hotels, motels, nursing and personal care homes, hospitals, apartment buildings, dormitories, office buildings and similar occupancies, the scope of work provided by Company does not include inspecting every sprinkler in every room for damage or obstructions, loading or any other deficiency. It is the Customer's responsibility to monitor conditions that would affect the operation of a sprinkler in event of a fire. It is also the responsibility of the Customer to notify Company if they feel a condition exists that may impact sprinkler operation. THEREFORE, BY CONDUCTING ITS INSPECTION UNDER THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT THE CONDITION OR OPERATION OF EVERY PIPE, SPRINKLER HEAD OR OTHER PART OF THE FIRE PROTECTION AND/OR FIRE ALARM/SECURITY SYSTEM ON THE PROPERTY.
5. AS A MATERIAL INDUCEMENT FOR COMPANY TO PROVIDE THE SERVICES SPECIFIED IN THIS AGREEMENT AT THE INSPECTION FEE QUOTED IN THIS AGREEMENT, CUSTOMER AGREES THAT COMPANY'S LIABILITY TO CUSTOMER AND ALL THIRD PARTIES WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT, OR ARISING FROM THE SERVICES FURNISHED BY COMPANY, SHALL BE LIMITED TO THE LESSER OF \$1000.00 OR THE TOTAL CONSIDERATION ACTUALLY RECEIVED BY COMPANY UNDER THIS AGREEMENT. THE FOREGOING LIMITATION SHALL APPLY TO ALL CLAIMS REGARDLESS OF THE NATURE THEREOF, INCLUDING CLAIMS ASSERTED AS A BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS. If Customer desires Company to accept an increased limit of liability for the services provided under this Agreement, Company will provide an alternate inspection fee quote reflecting such increased limit, provided, however, that the increased limit shall be effective only upon Company's and Customer's execution of a replacement agreement confirming the same and Customer's payment of the alternate fee.
6. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, 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
7. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.
8. Customer agrees to obtain and shall be solely responsible to maintain property and casualty insurance for the Property, all contents therein, and operations performed within or around the Property. No insurance company, insurer or bonding company or their successors or assigns shall have any right of subrogation or otherwise against Company arising out of this Agreement or the services provided by Company pursuant to this Agreement.
9. Customer agrees to indemnify, defend and hold harmless Company, its agents, and employees from and against any and all claims, demands, suits, liabilities, damages, judgments, losses and expenses (including, without

limitation, attorneys' fees) which may be asserted against or incurred by Company by any third party arising out of or related to this Agreement or the services provided by Company pursuant to this Agreement.

10. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.
11. This Agreement may not be assigned by Customer without the written consent of Company.
12. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.
13. This Agreement constitutes the entire Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided by Company pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and Company.
14. Customer acknowledges Company is relying upon the accuracy of the information regarding Customer and the Property set forth in Sections I of this Agreement. Customer represents that all such information is complete and accurate as of the date on which this Agreement is signed by Customer. Customer will promptly advise Company in writing of any change to such information.
15. For multiple year agreements, acceptance of this agreement allows for a maximum of **5%** increase per year for rising operating costs. If an increase of more the 5% is necessary, Company will notify Customer in writing.
16. Davis-Ulmer Enterprise, 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 Enterprise.
Performance of the work listed above constitutes acceptance of the following terms and conditions:

<https://www.davisulmer.com/terms.php>

17. Other inclusions, exclusions, or attachments(if any)

SECTION V: THIRD PARTY AUTHORIZATION

Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

SECTION VI: ACCEPTANCE AND SIGNATURE

Customer: *Vestal Central School District*

Davis-Ulmer Sprinkler Company, Inc.

SIGNATURE: _____
NAME: Mario Nunes
TITLE: President, Board of Education
DATE: 6/11/20

SIGNATURE: _____
NAME: Steve Lenhardt
TITLE: Branch Manager
DATE: _____

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.

The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company. If required, a Credit Application is attached.



Quarterly

INSPECTION / TESTING OF WET PIPE FIRE SPRINKLER SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly) Attempt to visually inspect all known valves, hydraulic placards, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves, and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Semi-Annually) Verify operation of audible alarms and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually) Perform main drain flow test and record static and residual pressures (weather permitting). (If backflow prevention device is present, this is to be done quarterly).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point (if equipped).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

Excluded Work:

- Visual inspection of systems or portions of in inaccessible spaces.
- Any and all NFPA, State, and local requirements in excess of above stated.

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Rev. 10-04-11



Annual

INSPECTION/TESTING OF BACKFLOW PREVENTION DEVICE

State Department of Health (D.O.H.) requires you to maintain Cross Connection Control Assemblies in acceptable condition and to maintain inspection, testing and maintenance records. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair work will be performed either as quoted or on a time and material basis.

It is the responsibility of the Owner/Occupant that the original installation of the device that 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 or RPZ relief valve discharge during or anytime 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.

SCOPE OF WORK

- (Annually) Visually inspect external condition of backflow assembly.
- (Annually) Verify both assembly control valves are in sealed in proper position.
- (Annually) Perform backflow performance test.
- Affix test tags to device.
- Furnish completed inspection/test forms.

Excluded Work:

- Interior cleaning and retesting of device.
- Repair of device that fails initial test.
- Sending report to water authority.
- Any and all NFPA, DOH, State, and Local requirements in excess of above listed.

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Annual

INSPECTION/TESTING OF DIESEL FIRE PUMP ASSEMBLY

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority.

Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually) Visually inspect condition of pump assembly, piping, hangers, valves, gauges, fire department connection, and test header from floor level only.
- (Annually) Operate all known control valves and seal in proper position.
- (Annually) Check battery condition and electrolyte level.
- (Annually) Verify engine fuel tank level.
- (Annually) Normal lubrication of bearings and gear drives.
- (Annually) Adjust packing glands (if necessary).
- (Annually) Verify fire and pressure maintenance (jockey) pump start/stop pressures.
- (Annually) Start diesel driver by automatic and manual means.
- (Annually) Perform full flow discharge test, (triennial) if equipped with flow meter assembly.
- Furnish completed inspection/test forms.

Please Note: Davis-Ulmer does not provide diesel engine services. The following items must be performed by a qualified diesel mechanic hired directly by owner.

Excluded Work:

- Filling of fuel and water storage sources (if equipped).
- (Annually) Visually inspect condition of pump room or house (if equipped) for adequate heat, ventilation louvers are free to operate, and area around pumps and controllers are clear of debris and storage.
- Inspection/maintenance of wet pits, screens, strainers, and water storage tanks (if equipped).
- Any and all NFPA, State, and Local requirements in excess of above stated.

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Quarterly

INSPECTION / TESTING OF STANDPIPE AND HOSE SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of standpipe system for leaking pipes, loose hangers, gauges, and hose connections from floor level only.
- (Quarterly) Attempt to visually inspect condition of all known valves, hydraulic placard, and fire department connection from floor level only.
- (Annually) Attempt to visually inspect fire hose for cuts, deterioration, mildew, and ensure that they have been properly rolled and racked (if equipped).
- (Annually) Operate all known control valves, lubricate stems (if necessary), and seal valves in proper position.
- (Semi-Annually) Verify operation of water flow alarm on automatic standpipe systems to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually*) Perform main drain flow test and record static and residual pressures on automatic standpipe systems (if equipped and weather permitting).(*If backflow device is present, this is to be done quarterly).
- (Semi-Annually) Verify operation of valve supervisory switches on automatic standpipe systems to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

Excluded Work:

- Any and all NFPA, State, and Local requirements in excess of above stated.
- Testing of hoses and pressure reducing valves.

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