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Customer

Prepared By:
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Project: **Fountain Tower ELSS Engineering**

Scope of Work

DynaFire Standard Terms and Conditions apply to this quotation. Proposal and any resulting Contract/PO shall be subject to the General Terms and Conditions attached hereto. Proposal is based on a mutually agreeable contract. **Pricing is valid for (10) days from date of quote.**

The scope of work shall include an evaluation of the existing building life safety systems to determine the optimum method of fire protection required to create an Engineered Life Safety System (ELSS) to bring the condominium into compliance with current fire protection requirements. The allowance for an ELSS in lieu of installing complete sprinkler protection comes from Florida Fire Prevention Code, Section 31.3.5.9.4, which reads:

Where required by 31.3.5.9.3, an engineered life safety system shall be developed by a registered professional engineer experienced in fire and life safety system design, shall be approved by the authority having jurisdiction, and shall include any or all of the following:

- (1) Partial automatic sprinkler protection
- (2) Smoke detection systems
- (3) Smoke control systems
- (4) Compartmentation
- (5) Other approved systems

Specifically, this scope of work shall include the following:

- 1) Site visit and initial survey including review of existing building plans
- 2) Evaluation of the existing life safety systems using the Fire Safety Evaluation System (FSES), a prescriptive scoring methodology that can be permitted as an Engineered Life Safety System (ELSS), as described in NFPA 101A and Florida State Statute 633.208(5)
- 3) Preparation of a report of findings including a corrective action plan with detailed descriptions of work to be completed to achieve a passing score
- 4) Discussion with the fire marshal and representation, as required to obtain approval of the prescribed corrective action plan resulting from the FSES

Deliverables to be produced as part of this project shall include a signed and sealed FSES Report of Findings, to be provided in PDF format.

The project scope shall be completed based on the schedule detailed below:

- 1) **Initial site visit and survey shall be completed within three (3) weeks of project authorization**
- 2) **The Fire Safety Evaluation System (FSES) and report of findings shall be completed within three (3) weeks of completion of the site visit**

Exclusions to this scope of work include, but are not limited to, the following items:

- 1) Any detailed fire or life safety system design
- 2) Procurement assistance for any corrective action
- 3) Construction oversight and/or owner's representation services

Included (+)

1. The installation shall be done by skilled tradesmen working normal business hours and days. Overtime hours required due to the buyer accelerating the construction schedule will be charged as extra work to the buyer. Pricing assumes work will be unobstructed by owner's products, shelving, commodities and other types of floor construction. Work will be done off of smooth, hard concrete surfaces using ladders, rolling scaffolds and/or aerial work platforms.
2. DynaFire will furnish all manufacturer's warranties and instructions, as-built drawings, and certificate of final inspection upon completion of work. **DynaFire will provide a twelve-month guarantee covering defective equipment, materials, and workmanship. The guarantee is to start on the date equipment is placed in service.**
3. This proposal includes applicable sales taxes.

Notes

TERMS: Unless noted above, monthly progress payments are to be in accordance with Contract Terms and applicable Schedule of Values.

CONTRACT ACCEPTANCE: DynaFire is providing this proposal based on being awarded and receiving (after DynaFire review) a mutually acceptable subcontract agreement. Once DynaFire has received an approved Subcontract Agreement, Notice Of Commencement, and required Design Documents stated herein, we shall schedule the work accordingly.

PRICING: This proposal may be withdrawn by DynaFire if not accepted within ten (10) days of bid date or if a contract agreeable to both parties cannot be negotiated. Pricing on this quotation is valid for a period of ten (10) days from bid date. Materials purchased for the project are subject to price adjustments that reflect increases in the current cost of such materials. Such material price adjustments will increase the contract sum and be processed by means of a contract change order. This proposal will become part of any contract documents if contract documents other than this proposal are to be used.

Summary

Subtotal \$26,106

\$26,106

Signature _____	Printed Name _____
Date _____	Title _____

TERMS AND CONDITIONS

Throughout these terms and conditions, we will frequently refer to FIRE PROTECTION COMPANY as “Seller” and the Customer is referred to as “Buyer”.

EXISTING SYSTEM. Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are solely the responsibility of the Buyer and are not covered by any Limited Warranty that may be applicable to the Work. Buyer hereby indemnifies and releases Seller from any and all claims arising out of or relating to the existing system and any damage, loss or injury caused by or to the existing system.

LIMITATION OF LIABILITY. In consideration of the potential relative costs and benefits accruing to Seller for performing the Work, Buyer agrees that under no circumstances shall the liability of Seller, whether in tort or contract, arising out of or relating to this Quotation or the performance or failure to perform any action by Seller or any employee, agent, subcontractor or representative of Seller exceed the monetary Price payable by Buyer to Seller as set forth above in this Quotation. As a condition precedent to any claim or lawsuit against Seller, all outstanding invoices must have been paid in full, without compromise on amounts owed.

ACTIONS BY OTHERS. In no event shall Seller be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, failure to maintain or movements of the covered system(s) or any of its component parts by the Buyer or any third party.

INCIDENTAL/CONSEQUENTIAL DAMAGES. Under no circumstances shall Seller be liable to Buyer for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from or related to the use, loss of use, performance, or failure of the covered system(s) to perform.

WATER SUPPLY. Seller makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e.: microbiological organisms, contained within the water supply. Seller recommends that the water supply be periodically tested and, as needed, treated. Periodic testing and treatment of the water supply and all costs associated therewith are the sole responsibility of Buyer. Any such testing by Seller must be pursuant to a separate written agreement.

AFFILIATES. The terms and conditions set forth in this Quotation shall inure to the benefit of all parents, subsidiaries and affiliates of Seller, whether direct or indirect Seller’s employees, agents, officers and directors.

PAYMENT TERMS. **If the Price is less than or equal to \$20,000, a minimum initial deposit of 50% of the quoted price may be requested by Seller at signing of the Quotation and before any Work is performed. If the Price is greater than \$20,000, a minimum initial deposit of 10%** of the quoted Price may be requested by Seller at signing of the Quotation and before any Work is performed. All payments due beyond the initial deposit (if any) are due no later than 30 days from the date of invoice.

GOVERNING LAW: This Agreement shall be governed by the laws of the State where the job listed on the first page of this Agreement is located without reference to any conflict of laws principles.

ASSIGNMENT: Customer/Subscriber shall not assign this Agreement, or any rights or obligations herein, without prior written consent of FIRE PROTECTION COMPANY. Customer/Subscriber shall also provide FIRE PROTECTION COMPANY thirty (30) days written notice in the event it changes its property manager, billing address or site contact set forth on the first page of this Agreement.

WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: FIRE PROTECTION COMPANY makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection system(s) that are subject to this Agreement. FIRE PROTECTION COMPANY makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment. FIRE PROTECTION COMPANY cannot and does not guarantee that loss or damage will not occur.

MATERIAL(S) DELAYS & PRICE ESCALATION. Where the delivery of materials is delayed or quantities are limited as a result of shortages, rationing or unavailability, subcontractor shall not be liable or responsible for any delays or damages caused thereby. When this occurs, subcontractor shall be allowed to propose substitute or alternate means of acquiring said materials and contractor and subcontractor can at that time negotiate an equitable price adjustment to their contract. When the costs of any material exceed the documentable price originally quoted by subcontractor, then subcontractor shall notice contractor in writing of such change and contractor and subcontractor shall come to a mutual agreement on the cost increase. This provision shall control over all other terms and conditions in this agreement and contract documents.