



Life Safety Proposal

Presented to:



Ultimar Three Condominium

Jessica Meservey

Test and Inspection Representative

(813) 287-9200 (Phone)

(813) 541-9263 (Mobile)

jmeservey@united-fire.com

www.united-fire.com



PROVIDING WORLD CLASS SERVICE

Table of Contents



Life Safety Proposal (Exhibit A)

Introduction

The Core Values of United Fire Protection

United Fire Protection Service Team

Online Reporting Overview

Proposal Overview

Life Safety Systems Inspection & Testing Schedule

Summary of Services Provided

Signature Page

Terms and Conditions

Your Service Team



24 Hour Service and Repair- (813) 287-9200

Jason Zala

Service Manager

Jason serves as the primary point of contact, schedules appointments for repairs and manages all field operations. Any issues regarding scheduling, workmanship or field technician performance should be directed towards Jason.

Office: (727) 828-4917

Mobile (813) 597-7155

Email: JZala@united-fire.com

Jim McDevitt

Compliance Manager

Jim reviews all inspection reports in an effort to identify and recommend essential repairs to your Life Safety system(s). He also serves as the secondary point of contact to the Service Supervisor.

Office 813-287-9200

Mobile: 813-373-9089

Email: jmcdevitt@united-fire.com

Kevin Riess

Service Coordinator

Kevin serves as the point of contact for service and repair work. Any service requests during normal business hours should be directed toward Kevin. Kevin also serves as secondary point of contact to the service supervisory.

Office: (727) 828-4920

Mobile: (727)-710-2289

Email: kriess@united-fire.com

Kyle Beaudry

Branch Manager

Kyle will steward the client's relationship and understanding of products and services available with United Fire Protection.

Office: 813-287-9200

Mobile: 813-376-9832

Email: kbeaudry@united-fire.com

Introduction



About United Fire Protection

United Fire Protection, Inc. is a privately held company founded in 1999. Recognized as a market leader in Fire Protection and Life Safety services, we provide in house system design, engineering, installation, inspections, service and maintenance with designers and technicians that are NICET certified. With offices located in Tampa, Orlando, Ft. Lauderdale and Atlanta and a team of professionals dedicated to our Core Values, United Fire Protection is uniquely positioned to live up to its goal...***Providing World Class Service***

United Fire Protection's Mission and Core Values

United Fire Protection is a team of individuals dedicated to the fulfillment of life. Our mission is to protect life, property and business continuity with innovative fire suppression and alarm solutions. We aggressively pursue this mission with an unyielding dedication to Integrity and Responsibility.

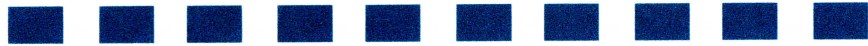
Core Values

Be In Integrity

Be Responsible

Have an Unwavering Positive Attitude

Play with Heart



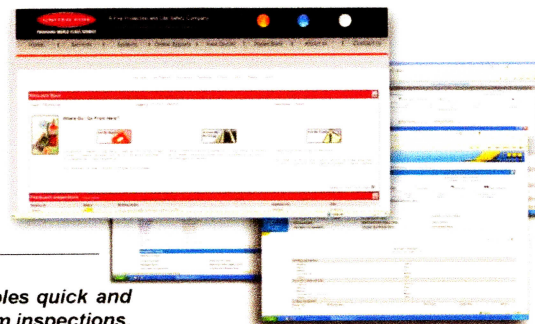
ONE COMPANY ONE CALL

As a leader in Fire Protection and Life Safety services, United Fire Protection provides products and services that underlie our commitment to Providing World Class Service. Utilizing our Total Integrated Fire Management System, you can rest assured knowing it's ONE COMPANY and ONE CALL to service all your Fire Protection and Life Safety systems.

- Sprinkler Inspections
- Fire Alarm Inspections
- Clean Agent Inspections
- Backflow Prevention
- Fire Hydrants
- Fire Pump Flow Test
- Fire Pump Service
- Emergency Light Testing
- Exit Sign Testing
- Fire Alarm Drills
- Online Reporting
- 24 Hour Monitoring



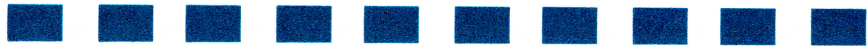
United Fire's innovative web-based solution guarantees timely inspections and maintenance while providing an unprecedented level of mobility and automation. Using any standard internet connection, reports can be accessed from any location at any time for flexible management of multiple properties. You control who has access to create, edit or view data while resting assured that our servers are vigorously protected with encryption and fire wall technologies. It is intelligent compliance designed by industry experts that produce accurate, verifiable results you can trust.



United Fire's online inspection reporting enables quick and easy access to monitor the status of fire system inspections, ensuring compliance with all NFPA, state and local codes.

Click above to view United Fire Protection's Online Reporting in action.

Proposal Overview



Ultimar Three Condominium
1560 Gulf Blvd, Clearwater, FL 33767
Attn: Gus Fleites
Contact Phone: 617-680-1753
Contact Email: Gus.fleites@gmail.com

Date: 09/19/2023

Life Safety Systems Inspection & Testing Schedule

We are pleased to present the following proposal for your consideration

Fire Alarm System(s) Testing & Inspection(s) - Annual

All items designated as Annual Frequencies to be tested and/or inspected per the **Annual** requirements in NFPA 72 National Fire Alarm Code testing frequencies.

Total Cost to perform Annual Testing & Inspections\$2,385.00 per inspection

Month Due: May 2024

Central Station Monitoring -Billed Annually

Provide Central Station off premises required monitoring

Total Annual Monitoring Cost \$350.00/ Phonelines

(1) Fire Panels: EST 3



Fire Sprinkler System(s) Testing & Inspection(s) - Annual, Semi-Annual, Quarterly

All items to be tested and/or inspected per **Annual, Semi-Annual** or **Quarterly** requirements of the table titled Summary of Sprinkler System Inspection, Testing, and Maintenance in NFPA 25.

Cost for the Annual fire sprinkler inspection (Q1).....\$3,000.00

Cost for the Quarterly fire sprinkler inspection (Q2).....\$1,150.00

Cost for the Semi-Annual fire sprinkler inspection (Q3).....\$1,590.00

Cost for the Quarterly fire sprinkler inspection (Q4).....\$1,150.00

Total Annual Cost for Annual, Semi-Annual and Quarterly Inspections.....\$6,890.00

Month(s) Due: Annual: ASAP

Fire Pump Testing & Inspection - Annual

All items to be tested and/or inspected per the **Annual** requirements of the table titled Summary of Fire Pump Inspection, Testing, and Maintenance in NFPA 25.

Total Cost to Perform Annual Fire Pump Flow Test: \$565.00

Month Due: May 2024

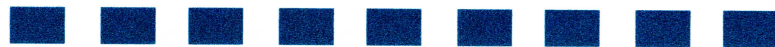
Fire Extinguisher Annual Certification

Inspection to be conducted per the **Annual** requirements of NFPA 10 Standard for Portable Fire Extinguishers, Chapter 7 (Inspections, Maintenance and Recharge)

Number of Extinguishers: TBD @ \$5.00/EACH

Total cost to perform **Annual** Inspection...\$TBD

* All extinguisher repairs, hydro-static testing, and refills priced separately.



Summary of Inspection and Testing Services to be provided

Inspection Type	Per Inspection Price	Annual Price	Accept	Decline	Initial
Fire Alarm Annual	\$2,385.00	\$2,385.00	TBC		
Fire Alarm-Semi Annual	Can Be Quoted				
Annual Monitoring	\$350.00/Landline		TBC		
Fire Sprinkler Annual-Q1	\$3,000.00	\$3,000.00	✓		
Fire Sprinkler Quarterly-Q2	\$1,150.00	\$1,150.00	TBC		
Fire Sprinkler Semi-Annual-Q3	\$1,590.00	\$1,590.00	TBC		
Fire Sprinkler Quarterly-Q4	\$1,150.00	\$1,150.00	TBC		
Fire Hydrant Annual	\$70.00/EACH	If Needed		✓	
Fire Pump Annual	\$565.00	\$565.00	✓		
Weekly Pump Runs (51)	Can Be Quoted	If Needed		✓	
Diesel Engine Maintenance	N/A			✓	
Backflow Annual	\$70.00/EACH	If Needed		✓	
Clean Agent Systems Annual	N/A				
Clean Agent Systems Semi-Annual	N/A				
Annual Extingulsher	\$5.00/EACH		TBC		
Semi-Annual Range Hood	N/A				
Emergency Light Testing	\$4.50/EACH	If Needed		✓	
Fire Door Test/Inspection(s)	\$9.50/EACH	If Needed		✓	

Proposed Annual Amount: \$

Accepted Annual Amount:

3,565,907-

***Inspection price includes online web based inspection reporting.**

Labor Rates:

\$135.00/per hour- Normal Business Hours
 \$165.00/per hour Afterhours & Holidays
 Dispatch and Compliance \$75.00

Normal business hours are M-F (7:00am to 3:30pm)

“Service Calls are Billed at (2) Hour Minimum.”

Invoicing shall be on Contractor's standard format, which may be e-mailed or a mailed paper invoice. If Contractor is requested or required to provide invoicing (or any information relating thereto) to Operator in any other format or through Operator's portal or system, Contractor shall charge and be paid for such services at the above listed hourly rate, as may be revised from time to time.

Signature



When executed below, the customer (Operator) agrees to United Fire Protection's standard terms and conditions. Signature must be by an authorized Representative of Operator.

CONTRACTOR

United Fire Protection, Inc.
Company Name

Jessica Meservey
Test and Inspection Rep, Jessica Meservey

Jessica Meservey
(Print Name)

09/26/2023
Date

OPERATOR

ULTIMATE THREE CONDOMINIUM ASSOCIATION, INC.
Company Name

[Signature]
(Authorized Signature and Title)

AGUSTIN S. FREITAS
(Print Name)

9/25/2023
Date

Standard Terms and Conditions

This Agreement between UNITED FIRE PROTECTION, INC., hereinafter designated as the CONTRACTOR, and OPERATOR, covers the periodic testing and inspection by the Contractor of fire suppression and/or fire alarm system(s) and/or component or listed items which are identified, priced and expressly accepted in the attached Exhibit A.

Scope of Work

It is agreed that Contractor shall provide the testing and/or inspection and/or monitoring services which have been identified, priced and expressly accepted by the Operator in the attached Exhibit A, for which Operator shall pay Contractor the fees and rates described in Exhibit A.

Terms & Conditions

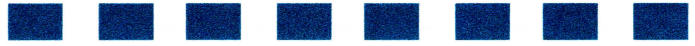
1. Contractor's services, as defined below, shall be limited in scope, frequency and duration to those expressly priced and accepted on Exhibit A; no other services are implied, intended or expected by either party.
2. "Inspection services" are defined as and limited to a visual examination of a system or portion thereof or listed item to verify that it appears to be in operating condition and is free of physical damage.
3. "Testing Services" are defined as and limited to the utilization of procedures used to determine the operational status of a component or system by conducting periodic physical checks, such as waterflow tests, fire pump tests, alarm tests, and trip tests of dry pipe, deluge, or preaction valves.
4. Operator acknowledges and agrees that neither the inspection services nor the testing services are a system or design analysis or installation evaluation, and that neither the inspection services nor testing services guarantee that the system is free from defects, or suitable for its environment or conditions, or in compliance with applicable codes, regulations, requirements or laws, all of which shall remain the sole responsibility of Operator.
5. "Monitoring services" are defined as supervision by a facility that receives signals from a fire alarm system and at which personnel are in attendance at all times to respond to these signals.
6. The frequency of the inspection services and/or testing services shall be established and limited as set forth on Exhibit A.
7. The duration of the monitoring services shall be established and limited as set forth on Exhibit A.
8. Should the parties desire to modify Exhibit A they will do so in writing. In the event the Scope of Work is modified, amended, or altered, a modified Exhibit A shall be issued to Operator and approved in writing by both parties before commencement of such work, and in any event, no later than 30 days after such work has been performed.
9. Contractor may, but is not obligated to, report to Operator other items observed in passing while performing the inspection services and/or testing services, which items are beyond the required scope of this Agreement, but are items of which the Operator may wish to be aware. If Contractor makes such items known to Operator, it does so solely on the basis that Operator knows and understands that such information is provided without an exhaustive examination or evaluation of the component or system, and that Contractor does not imply or make any suggestion, representation, guarantee or assurance that any or all design or engineering defects or deficiencies have been observed or detected.
10. All inspections are to be performed during Contractor's normal working hours of 7 AM to 5 PM, Monday through Friday, excluding all holidays. Operator shall be responsible for providing Contractor and its forces all reasonable access to the site and any equipment to be inspected during those working hours and any after-hours required by Contractor. If Contractor is not provided such access and is required to later return to the site to perform its work, Operator agrees to pay all charges (including travel time) associated with the lost time and relating to the return to the site at Contractor's then prevailing rates, which charges are to be paid in advance before Contractor is obligated to return to the site. Any work required to be performed by Contractor during other than Contractor's normal working hours shall be subject to additional charges at Contractor's then-prevailing rates for after-hours services.
11. Operator shall be solely responsible for the maintenance, operational and working status, condition, adequacy and applicable code compliance of all components and systems inspected by Contractor, which shall extend to the adequacy of all water supply to the system, as well as the adequacy of any and all drains (including but not limited to roof drains) utilized by Contractor in conjunction with any outflow or other tests conducted by Contractor. Operator shall be solely liable for any loss or damage (whether occurring during or subsequent to Contractor's inspection) caused by or arising from the breach or noncompliance thereof.
12. Operator acknowledges that during and as a result of the conduct of testing of the fire pump or system and related components of the system may cause a change, increase or surge of pressure within the system or part(s) thereof, which may cause the component part(s) and/or system to fail, which may result in various events, including but not limited to the discharge or leakage of water or other suppression agent, which may result in damage to surrounding, related or other portions of the facility or building. Operator expressly agrees that Contractor shall not be liable for any such events or damage, and further Operator agrees to defend, indemnify and hold Contractor harmless from any and all such claims or damages. The same terms, conditions and limitations apply to any inspection and/or testing of extinguishers and related components.
13. Contractor is not required to install, maintain, modify or upgrade any devices, equipment or components. However, if requested by Operator in writing, Contractor will replace normally deteriorating equipment such as batteries, releasing devices, etc., on a time and material basis with the expense of such replacement(s) invoiced to and paid by Operator.

Standard Terms and Conditions



14. Operator acknowledges and agrees that Contractor is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be procured and maintained by Operator at Operator's expense.
15. Contractor shall not be liable for any damage, injury, delay or loss that may arise from circumstances beyond its control, including but not limited to the condition of the system and component parts inspected/tested, acts or omissions of Operator or its employees or agents, acts of God, war, civil disruption, fire, theft, flood, governmental regulations or decisions, shortage of labor or materials, or otherwise.
16. OPERATOR EXPRESSLY AGREES THAT, WITH RESPECT TO ANY LIABILITY (WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) WHICH CONTRACTOR MAY HAVE UNDER, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE FURNISHING OF SERVICES OR NON-DELIVERY OF SERVICES, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF WHETHER CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any and all events, Contractor's aggregate liability for any and all claims, losses or expenses (including attorneys' fees) arising out of this Agreement, or out of any services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, personal injury, death, property damage, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by Contractor from Operator under this Agreement. Operator acknowledges that the contract price which Contractor has established for the performance of its services and obligations under this Agreement has been determined based upon the foregoing limitations of liability, and that Contractor has expressly relied on, and would not have entered into this Agreement without, such limitations of liability.
17. Operator shall defend, indemnify and hold Contractor harmless from any and all damage, deficiency, loss, cost, action, claim, judgment or expense, including without limitation, reasonable attorneys fees, arising from any breach of these terms and conditions, or in connection with any damages (including purely economic losses) for personal injury, death or loss of property sustained by any person, whether direct, indirect or consequential, arising from or related to either (a) Operator's acts or omissions, including improper or negligent maintenance, operation or use of the system and/or any component part thereof, or (b) act, omission, goods or services provided by Contractor, except for claims or damages resulting solely from Contractor's gross negligence. Contractor reserves the right to control the defense (including selection of counsel) and settlement of any claim for which Operator has an indemnity and defense obligation hereunder.
18. In the event that any of Contractor's work is to be inspected by the Fire Marshall or any other authorities having jurisdiction, Operator acknowledges and agrees that such inspection is an integral part of Contractor's work even though such inspection may occur after Contractor has otherwise completed its work, and Operator further acknowledges and agrees that Contractor may bill or invoice in advance for its attendance at or participation in any and all such inspections or subsequent re-inspections.
19. Operator shall identify a contact person having authority on behalf of Operator to receive notices and communications from Contractor (including emergency notices) and having full authority to make decisions on behalf of Operator regarding the services to be performed under this Agreement. Operator shall be responsible for immediately notifying Contractor of any changes in the identity of Operator's contact person.
20. Contractor shall provide an online report showing the results of the test and/or inspection(s). Operator is responsible for reviewing the report(s) online and addressing any items found to be noncompliant. This Agreement does NOT include sensitivity testing of smoke detectors unless specifically listed in Exhibit A. Contractor is not required to repair any deficiencies or noncompliant items, although Contractor may do so if requested in writing by Operator, and any such repairs shall be in addition to the per inspection price(s) listed in Exhibit A. Such repairs shall be billed on a time and material basis at Contractor's then-prevailing rates, in accordance with Exhibit A, upon approval by the Operator's representative. Emergency service and/or service calls shall be billed on a time and material basis as well. All prices shown on Exhibit A do not include sales tax, permits, fees or governmental charges, all of which shall be billed to and paid solely by Operator.
21. Each required test and/or inspection shall be performed using methods described in applicable NFPA codes, as well as manufacturer's recommendations. Any specific devices or system functions not inspected or tested due to site conditions or the request of Operator's representatives will be noted on the Test and Inspection Report. Should a return trip be required to inspect or test these devices or system functions after correction of site conditions, the additional time needed to perform such inspection or test shall be billed to and paid by Operator on a time and material basis.
22. If monitoring services are provided by Contractor, Operator agrees to additionally pay for any excessive transmissions sent to the monitoring central station (over 100 per month).

Standard Terms and Conditions



23. Contractor represents and warrants that all inspections and testing performed hereunder by Contractor shall be performed in accordance with the provisions of the Occupational Safety and Health Act and applicable regulations issued thereunder.

24. Operator agrees and understands that Contractor makes no guarantee, representation or warranty, including any implied warranty of merchantability of fitness for purpose, that the equipment and services are designed to reduce, but not eliminate, certain risks of loss and that the amounts being charged by Contractor are not sufficient to warrant or guarantee that no loss or damage will occur; that Contractor is not liable for any loss or damage which may occur even if due to the negligence (other than gross negligence) of Contractor or its agents, servants, employees, suppliers or subcontractors or to the improper performance of and/or failure to perform of the equipment or breach of contract, express or implied or breach of warranty, express or implied, or by loss or damage to facilities necessary to operate the system or any central station.

Term of Agreement

This Agreement shall remain in effect for three (3) years beginning on the date of execution by the Contractor, and will automatically renew for successive one (1) year terms every year thereafter unless cancelled by either party in writing at least 30 days before the expiration of the term then in effect. Each annual renewal shall be at Contractor's then-existing rates, unless a different rate is expressly set forth and specified in this Agreement. This Agreement shall otherwise remain in force from the date of execution by Contractor and may be terminated at any time by either party upon thirty (30) days prior written notice without cause.

Payment Terms, Attorney's Fees, Venue, Waiver of Jury Trial and Governing Law

Payment to Contractor shall not be contingent upon Operator's receipt of payment from any source. All payments are due and payable at Contractor's offices at 3247 Tech Drive North, St. Petersburg, FL 33716. Invoices are due upon receipt, and shall accrue a finance charge of 1.5% per month from the date of the invoice if not paid in full within 30 days of the date of the invoice. If payment is made via Credit Card a 3% service fee will be applied to all invoices paid via a Credit Card and shall be paid by the Operator. Contractor may suspend performance if any invoice is not timely paid, and may terminate any further performance if any invoice remains unpaid more than 30 days from the date it was issued. The sole and exclusive venue for any actions arising from or relating to this Agreement, any and all invoices and/or any and all labor and materials, shall be Pinellas County, Florida, unless a contrary venue is mandated by Florida Statutes. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO JURY TRIAL AS TO ANY CLAIM, COUNTERCLAIM OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT. The prevailing party in any action shall be entitled to recover their attorney's fees and all costs in such action. The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.

Authority to Bind Operator:

The person signing this Agreement on behalf of Operator warrants and represents that he/she has read and is familiar with this entire Agreement and all terms and conditions thereof, and has the full authority to bind Operator to this Agreement. Operator expressly agrees that a facsimile or PDF copy of this signed Agreement shall be as binding as an original.