



**From** | **Aegis Fire Systems**  
500 Boulder Court  
Pleasanton CA 94566  
(925) 417-5550

**Quote No.** | **2014327**  
Type | Service Call  
Prepared By | Tom Reed  
Created On | 01/27/2023  
Valid Until | 04/01/2023

**Quote For** | **The Herta M. Grushka Trust c/o One American Realty Group**  
1345 Parker St  
1345 Parker Street  
Berkeley CA 94702  
925-899-5183

## Description of Work

### Correction of Fire Sprinkler System deficiencies noted during The 5-Year Fire Sprinkler Inspection performed on 1/27/23.

#### CUSTOMER RESPONSIBILITIES:

Scheduling repairs with tenants/owners.

Providing adequate space to safely access work areas to including moving furniture and/or personal property.

Provide sheetrock removal, patch and paint should sprinkler scope of work require it.

Provide siding/ stucco removal, patch and paint should sprinkler scope of work require it.

#### EXCLUSIONS:

Electrical work of any kind, Damage to finished surfaces that occur as a result of head replacement. ex: paint, stucco, drywall, System evaluations for hydraulic calculations and/or hydraulic information, Integrity of the existing system and/or structure, Asbestos and/or lead conditions of any kind, Fire Watch, Coordination with tenants, Return trips required due to units being inaccessible, Cutting/patching, Bonds, Painting of fire sprinkler system components, Permits or any other city required fees, Engineering labor for plan preparation or submittal, Any requirements more stringent than that of relevant NFPA standards, Replacement of alarm devices not listed in this document, Overtime

- Customer to provide notice to tenants of possible fire alarm sounding, however Aegis does take care in silencing the alarms as quickly as possible.
- Aegis Fire systems will not be responsible for CPVC piping issues. Any pipe that is brittle or installed incorrectly that will require more time and work will be added to a separate quote and will need to be approved before work continues. In this event a sample will be showed to onsite staff for verification of the issue. This may also cause sheetrock removal for each area of failure in which sheetrock patch-back or painting will not be the responsibility of Aegis Fire

- All electrical work needed after supervisory devices have been installed must be coordinated by the customer for a licensed electrician or Fire Alarm contractor to complete the final wiring. Please note that the alarm panel will continue to have a failure until such wiring has been completed.
- Should a site cancellation or inaccessibility occurs on day of scheduled work that is not the fault of Aegis Fire; Aegis Fire shall assess a return fee of no less than a 4-hour minimum charge for each technician rescheduled.
- Property is responsible to provide key(s) or building representative(s) to allow access to all areas of repair. Any delay of access will be subject to a fee, not to exceed \$500, to the final invoice.
- Customer/Property Management is responsible to arrange access to any and all fire risers/control assemblies on the day(s) of repair. Restricted access will result in a reschedule of the day's work and will customer will be assessed a return trip fee not to exceed \$1400.00.
- Any repair located within a cooler and/or freezer must be coordinated per the tenants preferred schedule. During the repair(s), the cooler/freezer will not be accessible by tenant staff for the entire duration of the repair. All cooler/freezer contents must be covered or sealed to prevent any type of contamination. Aegis Fire reserves the right to cancel services should the contents not be covered at time of scheduled repair and/or off limits to tenant staff. Additional fees may be assessed for delays. Aegis Fire will not be responsible for product damage or loss if not protected appropriately by the tenant.
- Any repair located within a food service or kitchen area must be coordinated per the tenants preferred schedule. During the repair(s), the tenant staff should consider a shut down, or at a minimum provide food covering or sealing. The contact information for the direct manager or staff personnel for the area shall be provided to Aegis Fire to discuss contamination prevention by the tenant prior to scheduling the repair(s). Aegis Fire reserves the right to cancel services should the contents not be covered and/or off limits to tenant staff at time of scheduled repair. Additional fees may be assessed for delays. Aegis Fire will not be responsible for product damage or loss if not protected appropriately by the tenant.
- Any fire sprinkler repair conducted within open business hours at a food service establishment, must remember that the repairs may cause interruption of production and/or service. Scheduling is recommended for early morning hours or during non-business hours.

## Services to be completed

### [Sprinkler] Location - Building

Quote needed to replace riser from after OSY to past the FDC piping and drain due to badly decaying piping.

3" components

2 check valves - repair

### Parts, labor, and fees

|   | Quantity          |
|---|-------------------|
| Labor (Journeyman)  | 8                 |
| Truck/Tool  | 1                 |
| Service Department Surcharge                                | 1                 |
| 3 in, Black ASTM A135 SCH 10 Pipe Grooved Domestic          | 6                 |
| 2 in, 21 ft L, Black ASTM A135 SCH 10 Pipe Grooved Domestic | 4                 |
| <b>GRAND TOTAL</b>  | <b>\$2,790.44</b> |

| <b>Parts, labor, and fees</b>   | <b>Quantity</b>   |
|---|-------------------|
| FireLock™ 744 Flange Adapter, 3 in, Ductile Iron, Orange Enamel                             | 1                 |
| FireLock® 005 Series Coupling, 3 in, Ductile Iron, Orange Enamel                            | 4                 |
| FireLock® 002 Series Tee, 3 in, Groove, Ductile Iron, Orange Enamel                         | 1                 |
| Mechanical-T® 920N Bolted Branch Outlet, 3 x 2 in, FNPT Outlet, Ductile Iron, Orange Enamel | 1                 |
| Angle Valve With Rubber Disc, 2 in, IPS, Brass/Bronze Body                                  | 1                 |
| Check Valve, 3 in, Grooved, Cast Iron Body, A536  | 1                 |
| 750 Reducer Coupling, 3 x 2 in, Groove, Ductile Iron, Orange Enamel                         | 1                 |
| Add mec-tee and gauge kit   | 1                 |
| <b>GRAND TOTAL</b>  | <b>\$2,790.44</b> |

## Terms and Conditions

### Terms & Conditions

#### Entire Contract

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

#### PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

#### PAYMENT

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

#### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily

discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

#### **EXCAVATION**

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

#### **SITE FACILITIES**

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is inspected/tested, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

#### **STRUCTURE AND SITE CONDITIONS**

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for inspection/test, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for inspection/test at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during

performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

#### **INTERFERENCE'S**

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

#### **LIMITATIONS OF LIABILITY**

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

#### **SEVERABILITY**

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

#### **ASSIGNMENT**

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

#### **CHANGES, ALTERATIONS, ADDITIONS**

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

#### **PRICES**

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

#### **LEGAL NOTICE**

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

#### **CLAIMS**

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

#### **TERMS AND CONDITION/TECHNICAL SPECIFICATIONS**

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

#### **ARBITRATION**

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

#### **OVERTIME**

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

#### **PROPRIETARY DATA**

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

#### **DEFAULT**

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

#### **BACK CHARGE**

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

#### **OSHA**

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

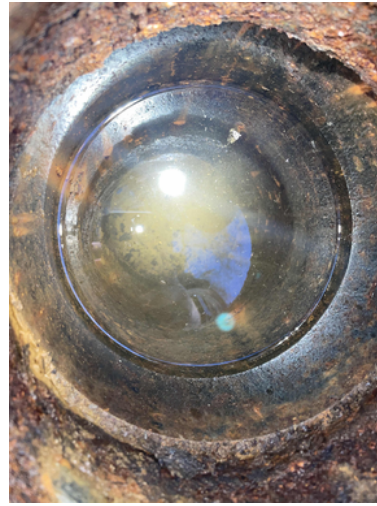
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Photos



Street valve looks to be buried and cover with water.



Street valve looks to be buried and cover with water.





Valve at street before meter



Valve at street before meter