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Solicitation Addendum

Addendum No.: 2
Solicitation No.: 18-R068449OV
Project No.: WA64
Solicitation Title: Bradenton Area Convention Center, Removal and Replacement of Fire Alarm System
Addendum Date: April 19, 2018
Procurement Contact: Olga Valcich (941-749-3055)

IFBC 18-R068449OV IS AMENDED AS SET FORTH HEREIN. RESPONSES TO QUESTIONS POSED BY PROSPECTIVE BIDDERS ARE PROVIDED BELOW. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF IFBC NO. 18-R068449OV.

Change: Bid Opening: ~~May 8, 2018~~
May 11, 2018 at 3:00 PM

Add:

ATTACHMENT 4, PIPER FIRE PROTECTION INSPECTION REPORT

Piper Fire Protection Inspection Report dated June 15, 2017 (6 total pdf pages) is hereby incorporated into the IFBC as Attachment 4.

Add:

ATTACHMENT 2, SCOPE OF WORK,

The following has been added to Attachment 2, Scope of Work:

This project is a complete replacement of the existing fire alarm system located at the Bradenton Area Convention Center. Scope includes all aspects of the fire alarm; including pulling power to the unit from a circuit breaker and connection relays to equipment. Exceptions to project are: (1) door locks and (2) fire suppression system in the kitchen area.

Add:

ATTACHMENT 3, SIGNED AND SEALED DRAWINGS

The following is hereby incorporated into Attachment 3, Signed and Sealed Drawings. Conference Room Area: Successful Bidder shall be required to provide the strobe, pull strobe, and the horn strobe for the Conference Room Area. All new information shall be made a part of the shop drawings the successful Bidder will provide to the County for review and approval.

QUESTIONS AND RESPONSES:

Q1. The current Fire Alarm System is in trouble. Will this troubled condition be resolved prior to the bid being awarded or will the awarded contractor be responsible for this repair?

A1. The current Fire Alarm System problem will not be resolved prior to receipt of Bids.

Q2. In the Conference Room Area - there are existing pull stations located next to listed exit doors being shown for demo. Are these listed exit doors being removed or should there be new pull stations placed at these listed exit doors?

A2. The existing pull stations located next to the exit doors were not on the plans which were made a part of the Solicitation document. The items were observed in the walkthrough. This requirement has been corrected per this Addendum 2.

Q3. In the Conference Room Area - there is an existing Family Restroom with no visual notification located inside the room. Will this restroom, which is not shown on the new floor plan, require visual notification?

A3. See A2 for reply.

Q4. In the Conference Room Area – the corridor running North and South, on the new fire alarm plan, has no audible and / or visual notification shown. Will audible and / or visual notification be required in this corridor?

A4. See A2 for reply

Q5. In the Conference Room Area – at the North end of the corridor, there is an existing listed exit door with a pull station present. Will a new pull station be required at this listed exit door as the new fire plan does not indicate one present?

A5. See A2 for reply.

Q6. Will Manatee County be responsible for providing 120 VAC to new fire alarm equipment or does successful Bidder need to provide these additional services.

A6. There is a 120 V panel located in the FACP room with generator power. The circuit will be pulled from that specific panel. The successful Bidder will pull the single circuit.

Q7. Will Manatee County be responsible for final connections to HVAC Equipment for new fire alarm system or does the successful Bidder need to provide these additional services?

A7. The successful Bidder will be responsible for connecting the relays to the HVAC equipment.

Q8. Will the successful Bidder be allowed to store material required for this project onsite during the length of the project?

A8. Yes, the successful Bidder will be allowed to store material. A space roughly 4' x 8' will be made available for construction materials. Unsecured personal items and hand tools should not be left on site as the Bradenton Area Convention Center. Manatee County will not be liable for lost or stolen equipment.

Q9. Will the successful Bidder be allowed to store a lift onsite during the length of the project?

A9. Yes, successful Bidder will be allowed to store a lift onsite during the project.

Q10. What will be the proposed working hours for the project?

A10. Preferred work hours of operations are 7 a.m. to 5 p.m., dependent upon event schedule needs. Any other work hours would need to be coordinated with the Operations Manager ten (10) days in advance. At no point, will the building be available to the successful Bidder without BACC staff on site.

Q11. In regards to the existing Sprinkler Water Flow and Tamper Switches: Will the existing devices be reused with just the replacement of the current monitoring modules for those devices? Or, do the actual Sprinkler Water Flow and Tamper Switches must be replaced.

A11. The water flow and tamper switches must be replaced by successful Bidder.

Q12. In regards to the existing Sprinkler Water Flow and Tamper Switches: What about the Hood System in the Kitchen Area?

A12. The existing devices will remain at the hood system in the kitchen area.

Q13. In regards to the existing Sprinkler Water Flow and Tamper Switches. What about the Magnetic Door Holders?

A13. The Magnetic Door Holders will remain.

Q14. In regards to the New Digital Alarm Communicator Transmitter (DACT), does a separate new DACT need to be provided or can the one that comes provided in the New Fire Alarm Panel be sufficient?

A14. The new DACT that is provided with the new fire alarm system should be sufficient.

Q15. Will Manatee County provide color samples to successful Bidder for all areas that may require painting and / or patching?

A15. Yes, the Bradenton Area Convention Center (BACC) team will provide the required color samples to the successful Bidder.

Q16. Will the Engineer of Record be providing the required PE stamp on the new fire alarm drawings for permitting? Will there be an additional fee for the Engineer of Record to provide the PE stamp?

A16. The Engineer of Record will be reviewing the fire alarm drawings for this project. No additional fee will be required for review and sign/seal of record or permit drawings.

Q17. Will electronic form or hard copies of stamped drawings be provided for permitting to successful Bidder?

A17. Electronic versions will be supplied to the successful Bidder for permitting as required by Manatee County.

Q18. Is it possible to schedule a second site visit prior to April 18, 2018?

A18. A second site visit was held on April 17, 2018 at 10:00 AM. Reference Addendum No. 1 advising of site visit which was issued on April 13, 2018. No further site visits will be conducted by the County.

Q19. On any of the audible and / or visual notification devices being replaced, will the new devices be required to follow newer ADA height guidelines?

A19. Yes, the latest Americans with Disability Act (ADA) height guidelines must be followed. Note: The ceiling mounting of items is greater than 30' in height.

Q20. Is the successful Bidder responsible for painting of any new conduit added for system?

A20. Yes, the successful Bidder shall be responsible for painting and providing the paint of any new conduit added for the system.

Q21. The plans for the remote annunciator in the front of the Hall show it to be located on a glass wall. The corner column on that glass wall is round and the annunciator panel will not install flush. Is there another location that the engineer can designate to install that annunciator?

A21. The unit is on a brick wall on the North side of the building; it can be moved to a location upon pre-approval by the Authority Having Jurisdiction (AHJ), County Property Management and the BACC personnel.

Q22. Will there be a requirement for remote test switches to be installed on the duct detectors? The drawings do not indicate them as being included.

A22. The remote test switches will be in the Facility Manager's office location with the generator annunciator system.

Q23. Most of the existing notification applicates do not meet NFPA height requirements. When the new notification appliances are installed, will it be necessary to relocate to the NFPA required height. If so, will the holes that are to be left behind from the old locations be required to be patched and painted? In some cases, will a cover plate over the old device location be sufficient?

A23. All new notification appliances shall meet the latest National Fire Protection Association (NFPA) and ADA height requirements along with new cover plates over old device locations, as approved by the County.

Q24. Do you have the exact height of the ceiling in the convention center?

A24. The County does not currently have the exact height of the ceiling in the Convention Center, however it does exceed 30 foot in height. This can be measured by successful Bidder with a laser.

Q25. Will it be required to monitor the suppression (Ansul) system in the Kitchen? Currently, it is not shown on the drawings.

A25. Yes, successful Bidder shall be required to monitor the Ansul kitchen system, however, is not required to replace the kitchen equipment.

Q26. Will it be required to install Weather-proof notification devices in the dressing room showers? Currently, they are not shown on the drawings.

A26. No devices will be required in showers.

Q27. Could you provide us with a copy of the latest Fire Alarm Inspection Report for the existing system?

A27. A copy of the Fire Alarm Inspection Report is incorporated into the IFBC per this Addendum No. 2.

Q28. Will it be required to provide relay connections to electromagnetic door holders for the convention center entry/exist double doors? Do the existing doors currently have them?

A28. Approximately 85% of the electromagnetic door holders are included in the existing system. Successful Bidder shall provide a relay and connection to the remaining 15% of the doors that are not on the fire alarm release.

Q29. Will it be required for us to make relay connections to the buildings existing access control systems? Are there any door locks that currently do not allow for free egress in the building? If so, please provide the locations of the power supplies for the locks that would be required to release upon activation of the fire alarm system.

A29. Yes, the north and south exit doors and kitchen used by staff are controlled by access cards. The existing fire alarm is wired into the existing access control system. The power supplies are in the utility closet nos. four (4) and ten (10).

Q30. When and / or if a "fire watch" is required during the fire alarm installation, who is responsible for the cost?

A30. Successful Bidder shall be responsible for the "fire watch". Pricing should include all parts, materials, fire watch, and other components to provide safety during the fire alarm construction. This is a turn-key project and a complete fire alarm system shall be provided by the successful Bidder.

Q31. Quite a few existing smoke detectors that are in the administration area are poorly installed currently on the ceiling tiles. Many tiles will most likely need to be replaced. Will new ceiling tiles be supplied by the Owner?

A31. Ceiling tiles will be provided by Manatee County.

Q32. As provided by the Specifications, Part 1 – General 1.1: When providing the required shop/as-built drawings that are to be "submitted to the Engineer, Owner's Representative and the AHJ to permitting for approval", who will be responsible for associated fees?

A32. All permitting fees shall be included in the Bid response.

Q33. During the site walk-thru, it was discovered that there are (at least) two (2) PA systems in the building. Will it be required to provide relay controls to shut down any of the systems upon fire alarm activation? If so, please provide the locations of all sound systems required.

A33. Yes, it will be required to provide relay controls to shut-down any of the systems upon fire alarm activation. The center hall public announcement (PA) system is in the crow's nest. Access is through the lobby. Note that the PA system is not used for large events such as concerts or parties. The system is generally used for announcements made during trade shows. There is no PA system for the building other than the phone paging system (VOIP) and the current alarm system paging devices.

Q34. Currently, Silent Knight is identified as the only brand of fire alarm panel that can be provided. Will any other addressable fire alarm panel brand/model be considered for this project?

A34. Firelite or Silent Nite are preferred systems. All fire systems and peripheral devices shall be non-proprietary. All systems shall be fully addressable, voice evacuation fire alarm systems. All applicable and current codes and regulations for the AHJ shall be met or exceeded. All fire alarm raceway(s) junction box(s) lids and covers shall appear in the color red.

Q35. Can / will the County provide the latest Annual Inspection Report.

A35. Refer to answer A27.

Q36. Does the County have a lift available for use to reach all ceiling heights?

A36. Successful Bidder shall be required to provide all required equipment.

Q37. Can we reuse existing pipe?

A37. Existing pipe may be reused.

Q38. Can we reuse existing wire?

A38. No, all existing wire will need to be replaced.

Q39. Who will be responsible for painting of pipes/walls/boxes/ where needed?

A39. Successful Bidder shall be responsible for painting of pipes, walls, and boxes where needed. Successful Bidder shall provide a complete job, including paint as approved by the County.

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the IFBC 18-R068449OV.

End of Addendum

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE: 



Report of Inspection of Wet Based Fire Protection Systems

PROPERTY NAME		Manatee Civic Center		INSPECTION FILE #		8399		DATE		6/15/2017						
STREET		1 Haben Blvd.		INSPECTOR NAME		Jason Courtney		#		FPI17-000016						
CITY		Palmetto		STATE		FL		LOCATION		Same						
ATTENTION		Levi		E-MAIL ADDRESS		levi.higgs@mymanatee.org		FAX NUMBER								
PHONE NUMBER		941-722-3244		INSPECTION TYPE		<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual		WATER SOURCE		City						
NO. OF SYSTEMS		3		SIZE				TYPE		Wet						
TO BE ANSWERED BY OWNER OR OWNER'S REPRESENTATIVE																
A-1 Has the occupancy classification, machinery or operations remained the same since the last inspection: (4.1.5)										YES	N/A	NO				
A-2 Is the Building currently occupied? (4.1.5)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
A-3 Has the system(s) remained in service without modification since the last inspection: (4.1.4)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
A-4 Are all fire protection systems in service?										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
A-5 If a fire has occurred since the last inspection, have all damaged sprinkler system components been replaced:										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
A-6 Has internal inspection of piping and check valves been completed: (14.2 & 13.4.2.1)										Date Completed:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
A-7 Are any high temperature solder sprinklers regularly exposed to temperatures near 300 degrees: (5.3.1.1.3)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
TO BE ANSWERED BY INSPECTOR - CONTROL VALVES																
A-8 Control valves sealed, locked or supervised in the appropriate open or closed position: (13.3.2.2)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
A-9 Control valves lubricated and fully exercised: (valve left ¼ turn from appropriate fully open or closed position) (13.3.3.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
A-10 Post indicator valves fully exercised and number of turns recorded: (13.3.3.2)										No. of turns		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
CONTROL VALVE LOCATION (13.3.2.2)	QTY	TYPE OF VALVE	EASY ACCESS		SIGNS		VALVES OPEN		FREE OF LEAKS		SECURED		SEALED LOCKED		SUPERVISORY OPERATIONAL	
			YES	NO	YES	NO	YES	NO	YES	NO	YES	NO	SUPERVISED	YES	N/A	NO
A-11 CITY CONNECTION	2	Butterfly Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed/ Suprv	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-12 SYSTEM	3	Butterfly Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed/ Suprv	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-13 SECTIONAL			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-14 PUMP			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAIN DRAIN TEST PIPE LOCATION (13.2.5)		PIPE SIZE	STATIC BEFORE	FLOW	STATIC AFTER	TIME TO REFILL	MAIN DRAIN TEST PIPE LOCATION (13.2.5)		PIPE SIZE	STATIC BEFORE	FLOW	STATIC AFTER	TIME TO REFILL			
B-1	Riser A	2"	85/ 83	63/ 63	75/ 74		B-5									
B-2	Riser B	2"					B-6									
B-3	Riser C	N/A					B-7									
B-4							B-8									
FIRE DEPARTMENT CONNECTIONS												YES	N/A	NO		
B-9 Fire Department Connections visible, accessible, and identification plate in place: (13.7.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
B-10 Fire Department Connections in satisfactory condition, couplings free, caps or plugs in place and check valves tight: (13.7.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
HYDRAULIC NAME PLATE AND GAUGES												YES	N/A	NO		
B-11 Hydraulic name plate attached: (5.2.6)										<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
B-12 Gauges functional & within 5yr. limit: (5.2.4.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
ALARMS			YES	N/A	NO	ALARMS			YES	N/A	NO					
C-1 Alarm devices pass visual inspection (5.2.5)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C-7 Alarm panel reset properly: (NFPA 72)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
C-2 Valve supervisory switches operate: (13.3.3.5.1)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C-8 Monitoring restored: (NFPA 72)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
C-3 Water motor gong operate: (13.2.6.1) (5.3.3.1)			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C-9 Alarm panel clear after testing (NFPA 72)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
C-4 Electric bell operate properly: (5.3.3.1)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	C-10 System left in service:			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
C-5 Water flow alarm switch operate: (5.3.3.2)			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C-11 Inspection tag in place			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
C-6 Time to ring alarms: (range)						C-12 Time for monitoring to receive signals (NFPA72)										
PIPING, HANGERS, & SPRINKLERS (TO BE ANSWERD ANNUALLY)												YES	N/A	NO		
D-1 Sprinkler systems have been extended to all visible areas of the building:										<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
D-2 Building areas protected by a wet system, heated, including its blind attics and perimeter areas, where accessible: (5.2.5)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
D-3 Pipe and fittings appear to be in good condition free from external loads, mechanical damage, leakage, and corrosion: (5.2.2.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
D-4 Hangers and seismic braces appear to be free from damage, and are not loose: (5.2.3.1)										<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
D-5 Do sprinklers generally appear to be free of damage, corrosion, paint, or loading and visible obstructions: (5.2.1.1.1)										<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
D-6 Proper clearance between the top of all storage and the sprinkler head deflector: (5.2.1.2)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
D-7 Spare head supply installed with appropriate number of sprinklers and head wrench? (5.2.1.3)										<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
D-8 All sprinklers in building less than 50 years old or all quick response sprinklers less than 20 years old. (5.3.1.1.1)										<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
D-9 If building contains dry sprinklers, have they been in service for 10 years or less, or has representative samples been tested: (5.3.1.1.1.5)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
D-10 Sprinklers installed in areas free from harsh environments, including corrosive atmospheres & corrosive water supplies: (5.3.1.1.2)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
D-11 Antifreeze solution checked to provide adequate freeze protection: (5.3.4)										<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				



Report of Inspection and Testing Discrepancies and Recommended Improvements

PROPERTY NAME	Manatee Civic Center		
INSPECTION FILE #	8399	DATE	6/15/2017

EXPLANATION OF "NO" ANSWERS & NONCRITICAL DEFICIENCIES: (30 DAY NOTICE TO OWNER & 90 DAYS NOTICE TO AHJ) YELLOW TAG

NE snack bar missing concealed cover plate (CSC model A sprinkler), Family restroom main lobby missing Globe chrome recessed escutcheon, family restroom Convention center side missing globe chrome recessed escutcheon, business center concealed cover damaged (TY3531 Sprinkler) white, box office missing CSC concealed cover (CSC model A sprinkler) and (1) painted concealed cover (CSC model A sprinkler).
 Spare heads needed for spare head box: CSC mdl A 1/2" 165 degree brass upright (1), CSC mdl A 1/2" 165 degree chrome pendant (1), CSC mdl A 1/2" 165 degree concealed (2), CSC mdl A chrome HSW (3) (is all the info I have for these heads as they are twenty feet high), TYCO TY3531 1/2" 155 degree concealed (3) and Globe chrome 1/2" 155 degree pendants.

Sean Walters office sprinkler needs to be lowered.

EXPLANATION OF "NO" ANSWERS & CRITICAL DEFICIENCIES: (24 HOUR NOTICE TO OWNER & 30 DAYS NOTICE TO AHJ) RED TAG

Office (at door from office to Center Hall) sprinkler head is damaged and head should be changed out to a concealed type sprinkler.

EXPLANATION OF "NO" ANSWERS & IMPAIRMENTS: (24 HOUR NOTICE TO OWNER & 72 HOUR NOTICE TO AHJ) RED TAG

The system was restored to normal operation & all control valves left in the open position on:

Date: _____ Time: _____

This testing was performed in accordance with applicable NFPA Standard.



Standard Terms and Conditions

1. Subscriber agrees to pay Contractor its agents or assigns for a period of 1 year(s) from the date inspection service is started and in advance thereafter unless this contract is terminated at end of the year, or until terminated at the end of any subsequent contract year by written notice of such termination by either party at least thirty (30) days prior to the end of such year. Contractor shall have the right to increase the annual service charge provided for herein at any time after one year from effective date of this agreement if an effective date is herein specified, upon giving Subscriber written notice sixty (60) days in advance of the effective date of such increase, and if Subscriber is unwilling to pay such increase charge, Subscriber may terminate the Agreement by notifying Contractor in writing by registered or certified mail thirty (30) days prior to the otherwise effective date of any increase.
 2. It is understood that neither PIPER FIRE PROTECTION, INC. nor any third party designated by PIPER FIRE PROTECTION, INC. which provides service to the subscriber is an insurer, that insurance if any, shall be obtained by the subscriber and that the amounts payable to the contractor hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the subscriber(s) property or others located in subscriber(s) premises. The subscriber does not desire this contract to provide for full liability of the contractor or any such third party and agrees that the contractor and any such third party shall be exempt from liability for loss or damage due directly to occurrences, or consequences therefrom, which the service is designed to detect or avert; that if the contractor or any such third party should be found liable for loss or damage due to failure of service in any respect, its liability shall be limited to a sum equal to ten percent of the annual service charge or \$250.00, whichever is greater, and that the provisions of this paragraph shall apply if loss or damage, irrespective of -cause or origin, results directly or indirectly to person or property from performance or non performance of obligations imposed by this contract or from negligence, active or otherwise of the contractor and any such third party and their agents or employees. No suit or action shall be brought against the contractor more than one (1) year after the accrual of the cause of action thereof.
 3. Subscriber is hereby given an absolute and unequivocal option to require the contractor to assume liability beyond that indicated above. If the subscriber exercises such option, a rider to this contract will be entered into and signed by the parties hereto providing for the extent of contractor's additional liability in consideration for which subscriber agrees to pay the contractor additional service charges specified in the rider which shall be consonant with contractor's additional cost of obtaining liability insurance covering the full scope of liability requested by subscriber, in which event clause No. 4 above will be null and void, provided, however, that such additional obligation shall in no way be interpreted to hold contractor as an insurer.
 4. Schedule of Service:
 - * Provide 24-hour emergency services and give Subscriber telephone contact,
 - * Furnish completed copy of Service Technician's report indicating what repairs, if any, are needed. Complete and provide work with proper authorization from Subscriber at addition cost to subscriber.
 - * See lists or inspection quote form page 1, attached.
 5. It is agreed that all maintenance and other work, including inspections and tests of said system(s), shall be performed during regular daytime business hours, exclusive of Saturdays, Sundays and holidays, unless Subscriber otherwise directs in such case Subscriber hereby agrees to pay contractor any increased cost resulting therefrom.
 6. If Subscriber shall default in the making of any payment herein provided for or fails to comply with any of the other terms, conditions, or covenants of this agreement, Contractor may give Subscriber ten days written notice of intention to terminate this agreement and thereupon at the expiration of said ten days (if such default continues) this agreement shall terminate and Contractor may in all respects discontinue the service. Such notice shall be deemed to be sufficiently given if delivered to Subscriber personal, or sent by certified mail postpaid and addressed to Subscriber at said premises; and the time of giving such notice shall be deemed the time when same is delivered or mailed as aforesaid. In the event of such termination and discontinuance of service, Subscriber agrees to pay Contractor, in addition to the amount then accrued and due, a sum equal to seventy-five percent of the service charge pro-rated for the period from such termination to the next permissible lamination date by Subscriber plus attorney's fees and/or collection charges not exceeding twenty-five percent.
 7. Contractor's obligation shall relate solely to inspection service and it shall in no way be obligated to maintain, repair, service, alter, replace or operate, nor shall it be in any way responsible for the condition or operation of any equipment, device, or property of any sort of Subscriber or others.
 8. Contractor assumes no liability for delays of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.
 9. **WAIVER OF SUBROGATION** - Subscriber does hereby for himself and any other parties, claiming under him, release and discharge Contractor from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.
 10. **IDEMINITY AGREEMENT** - The Subscriber agrees to and shall indemnify and save harmless the Contractor and any third party designated by the Contractor which provides service and all their employees and agents, for and against any claims, suits, losses, demands, and expenses arising from any death of or injury to any person or any loss or damage to property occasioned or alleged to be occasioned by Contractor's or any third party's performances or failure to perform its obligations under this agreement whether due to contractor's negligence or otherwise, or through burglary, theft, robbery, fire or any other cause.
 11. This agreement may be assigned by the Subscriber provided the written consent of Contractor is first obtained, which consent shall not be unreasonably withheld and shall be conditioned upon the assignees' agreement, in form satisfactory to Contractor to make the payments herein provided and to perform and comply with all the other terms, covenants, and conditions hereof on Subscriber's part to be preformed and complied with. There are no agreements, understandings, or representations changing, modifying, or otherwise affecting any of the terms of this agreement. This agreement cannot be changed, modified or discharged orally.
 12. The laws of the State of Florida shall govern this Agreement.
- (The inspector suggests the improvements from the discrepancies sheet; however these suggestions are not the result of an engineering survey)
TEST FREQUENCY PER NFPA 72 -2007 TABLE 7-3.2. NOTED STANDARDS IN PARENTHESES ARE FROM NFPA 25 - 2008
DISCREPANCIES AND RECOMMENDED IMPROVEMENTS WERE DISCUSSED WITH THE UNDERSIGNED OWNER OR OWNER'S

Robert Roman

Name of Owner or Representative:

A handwritten signature in black ink that reads "Robert Roman".

Signature

6/8/2017

Date