

ATTN – Kevin Seaman
534 West 42nd Street
New York, NY

December 4, 2024

Living New York

RE: Rael Maintenance Corp. Proposal to 534 West 42nd Street for the 2024-2027 FDNY & NFPA 25 Mandated Annual Fire Protection Inspection, Testing, and Maintenance System(s)

Dear Kevin,

We are pleased to submit our proposal for the 2024-2027 FDNY and NFPA 25 Mandated Inspection, Testing, and Maintenance for your prestigious facility.

All work is quoted to be performed during straight time hours, Monday through Friday. We will furnish updated and comprehensive reports immediately upon the completion of each service.

Our 2024-2027 pricing is as follows: (NFPA 25 codes referenced below)

(NFPA 8.3.3) Annual Inspection, Testing and Maintenance of Fire Pump (1) (ST)	\$ 2,400. ⁰⁰
(NFPA 13.3) Annual Inspection, Testing and Maintenance of Sprinkler Control Valves (9) (ST)	\$ 1,000. ⁰⁰
Yearly Total for NFPA 25 Annual Required Testing (Straight Time)	\$ 3,400.⁰⁰
Total Monthly Sprinkler and Standpipe Inspections and (1) Pump Churns	\$ 1,500.⁰⁰
Grand Total Pricing	\$ 4,900.⁰⁰

Our pricing includes a 0.0% price escalation for each of the two following years. Three-year pricing including a 0.0% annual escalation is as follows:

<u>Year</u>	<u>Straight Time</u>
12/2024 – 11/2025	\$ 4,900.⁰⁰
12/2025 – 11/2026	\$ 4,900.⁰⁰
12/2026 – 11/2027	\$ 4,900.⁰⁰

All of the annual services quoted in our price for annual testing must be performed by a licensed Master Fire Suppression Contractor for FDNY compliance.

This proposal includes NFC (Near Field Communication) equipment tagging for all fire protection devices we are servicing including access to customer portal to track all inspections.



MAINTENANCE CORPORATION

100 PLAZA AVE NEW HYDE PARK NEW YORK 11428

This proposal lists all the particular services for monthly and annual testing that must be performed by a licensed Master Fire Suppression Contractor for all FDNY and NFPA mandated equipment.

This proposal does not include: FDNY 5-Year Testing, 5-Year Obstruction testing, 5-Year PRV Testing.

All work is quoted to be performed on straight-time and pricing excludes applicable sales tax.

Please indicate your acceptance by signing on the line below and returning the signed proposal with a corresponding purchase order.

Thank you for this opportunity.

A handwritten signature in black ink that reads "Alex Rutman".

Alex Rutman
Senior Account Executive

Billing Frequency – Please select one of the following options:

- Quarterly Billing – Most Common**
- Semi-Annual Billing**
- Annual Billing - Up Front (This option grants a 2% discount on proposals total cost)**

After selecting one of the above options, please indicate your acceptance by signing the below attached Terms & Conditions.

A. Rael Maintenance Corporation ("Rael") shall not be liable for lack of equipment performance or damages resulting from, but not limited to: unexpected freezing, vandalism, strikes, fires, accidents, theft, sabotage, abuse of the equipment under contract, Acts of God or other unexpected incidental or consequential damages.

B. Rael is not obligated to perform any service until this proposal is accepted and returned to Rael with the appropriate payment. This proposal may not be transferred or assigned without prior written consent by Rael. This document contains the entire agreement between both parties and there are no other warranties or representations expressed or implied. No modifications, additions or changes may be made, unless in writing and signed by both parties.

C. The Customer agrees to accept the judgment of Rael as to the best means and methods for any corrective or repair work necessary and to have repairs made promptly. In the event the Customer does not approve recommended repairs, Rael will not be held liable for any damages, including but not limited to incidental and/or consequential damages associated with such non-approved repairs.

D. Rael will only warranty the labor, parts and materials provided and installed by Rael.

E. The Customer agrees to make all payments when due. Rael is not obligated to perform any service (pending or future), including warranty repairs to a Customer in default of any payment. In addition, Rael may discontinue work, at any time, without notice until full payment is received. No act of forbearance on Rael's part shall constitute a waiver of this provision.

F. In the event that the Customer fails to pay for services for an excessive period of time and after prior notice to Customer of the default in payment, Rael has the right to make a claim against the Customer, but not the obligation, and such right may be enforced against the property in accordance with the applicable lien laws at the discretion of Rael and after prior notice.

G. Rael represents that it will pay all subcontractors and suppliers upon receipt of payment from Customer to avoid any liens being filed against the Customer's property.

H. Neither party to the proposal shall assign the proposal without written consent of the other.

I. The proposal shall be governed by the laws of the State of New York. Any disputes associated with this proposal shall be venue in the County of Nassau, State of New York.

J. Rael and Customer each hereby waive claims against each other for consequential damages arising out of or relating to this proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

K. This proposal may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same proposal. Any executed signature page delivered by facsimile or e-mail transmission shall be binding to the same extent as an original executed signature page, with regard to any agreement subject to the terms hereof or any amendment thereto.

L. Rael shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Customer from claims which may arise directly out of or result from the Contractor's operations and completed operations under the proposal and for which Rael may be legally liable, whether such operations be by Rael or by its Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Rael warrants to the Customer that all materials and equipment furnished under the proposal will be of good quality and new unless the proposal requires or permits otherwise. Rael further warrants that the Work will conform to the requirements of the proposal and will be free from defects, except for those inherent in the quality of the Work or the proposal requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. Rael's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Rael, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage or other causes beyond the knowledge or control of Rael. If required by the Customer, Rael shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. Rael shall not be responsible for Customer's failure to conduct sprinkler system inspections, including but not limited to standpipe inspections, as required by local, state and federal laws. Customer acknowledges that the proposal contains the work to be performed by Rael and Rael shall have no further obligations, either statutory or contractual, unless Customer hires Rael to perform such inspections.

O. At the time that Rael is performing the Work in the proposal, Rael is only providing the Work and nothing further unless expressly requested by Customer in writing and Rael has agreed to provide such services in writing by creating a new work order or proposal.

P. All Work to be performed under this proposal shall be performed during normal business hours which are 8:00am to 4:00pm.

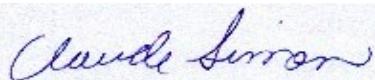
Q. The proposal does not apply to any emergency work. If required, Customer shall pay a premium for emergency services provided.

R. By Customer signing the front page of the proposal, Customer has accepted and agreed to the General Terms and Conditions contained herein.

S. It is understood and agreed that the Contractor does not guarantee or warrant the condition or operation of any apparatus or system and in no event shall the Contractor be liable to the Subscriber, his agents, or employees in damages, and the Subscriber agrees to indemnify and save harmless the Contractor for any damage arising out of this contract.

T. If applicable, you acknowledge that fire pump flow testing requires technicians to pressurize your existing sprinkler and/or standpipe system(s) above normal working pressure and at or above the rated pressure of pipe, fittings and sprinkler heads installed on the system. Rael has been contracted to test these systems and does not perform an engineering evaluation prior to testing to ensure the existing systems can withstand this additional stress. You agree to indemnify, hold harmless and defend Rael from any claims, damages, losses, costs and expense (including attorney's fees and other litigation costs), which arise in connection with the failure of existing piping systems. You acknowledge that fire pump flow testing involves the flowing of several thousand gallons of water at high rates of pressure at either street level or on your roof. Rael does not perform an engineering evaluation of existing floor drains, roof drains, roof flashing, floor pitch or any components of drainage systems prior to testing. You agree to indemnify, hold harmless and defend Rael from any claims, damages, losses, costs and expense (including attorney's fees and other litigation costs), which arise in connection with the failure or inadequacy of existing drainage systems.

Claude Simon



12/5/2024

Client Name

Client Approval Signature

Date

Client PO Number