

1485-A Tuskegee Place
 Colorado Springs, CO 80915
 (719) 578-1822 (719)578-1831
 www.wsfp.com

3-D / BIM DESIGN



FIRE PROTECTION SYSTEMS
 DESIGN FABRICATIONS INSTALLATION
 Commercial Industrial Residential
 Special Hazards High Tech Defense Hangars Retrofit
 Inspection Maintenance Service
 Colorado License # 0032

2019 Inspection Renewal Agreement

Date: **5-Aug-19**

PROPOSAL SUBMITTED TO:	Hartsock Village Condos c/o BSR Communities	PHONE:	719-955-4916
STREET ADDRESS:	1710 E Pikes Peak Ave	FAX NUMBER:	tera@bsrcommunities.com
CITY, STATE, ZIP CODE:	Colorado Springs, CO	JOB NAME:	Hartsock Village Condos
TO THE ATTENTION OF:	Tera	JOB LOCATION:	3755-3765 Hartsock Village Lane Colo Springs, CO 80917

Thank you for the opportunity to provide our quotation for inspection and testing of your Fire Protection Systems & Equipment. NFPA-72 Chapter 14 requires a maintenance program to be in place for your Fire Protection Systems. The attentions pertinent to your fire systems are delineated in NFPA-72, Chapter 14, Table 14.4.5. The requirement for detector sensitivity testing is described in NFPA-72 Chapter 14.4.5.3. Fire sprinkler testing is governed by NFPA-13 and NFPA-25. Fire Extinguishers are governed by NFPA-10 and manufacturers specifications. Kitchen Suppression is governed by NFPA-17A and manufacturers specifications. Backflow certifications are required by State and Local Authorities.

The Following Equipment is Included in our Scope of Work:

Control Panel	2
Remote Power Supply	6
Annunciator	2
Detectors, Smoke	51
Detectors, Duct	0
Detectors, Heat	2
Detectors, Beam	0
Detectors, Other	7
Door Holders/Closers	0
AHU Shutdowns	0
Rolling Doors	0

Elevator Recall	0
Remote Test Switch	0
Aborts	0
Manual Pulls	25
Horns	ALL
Strobes	ALL
Speaker/Strobes	ALL
Chime/Strobes	ALL
Extinguishers	18
Kitchen Hoods	0
Emergency/Exit Lights	69

Standpipes	0
Clean Agent	0
Control Valves	14
Flow Switch/Low Air	4
Tamper Switch	8
Deluge System	0
Dry System	0
Pre-Action System	0
Back Flow Preventers	6
Wet/AF Sprinkler Systems	6
Fire Pump/Jockey Pump	0
Fire Hydrants	4

Fire Alarm Test & Inspection - Normal Business Hours

AUG \$1,155

Annual functional test of the *Fire Alarm* system and phone dialer.
 Annual testing of control panel and remote power supply batteries including 30 minute discharge and load tests.
 Annual test of control panel fuses, interfaced equipment, control features, lamps and LEDs.
 Annual test of all indicating devices including strobes and horn/strobes.
 Annual test of all initiating devices including smokes, heats, ducts detectors and manual pull stations.

Excludes: Detector Sensitivity Testing (required every other year) will be priced separately.

Fire Sprinklers - Normal Business Hours

AUG \$880

Annual test and inspection of the *Wet & Antifreeze* fire sprinkler systems.
 Includes main drain flow test to function the fire alarm flow switch(s).
 Includes sample test of the anti-freeze solution to verify approximate freeze point.
 Includes testing of all known tamper / supervisory switch(s).
 Includes visual inspection of exposed components, piping, sprinklers, control valves, FDC and *Standpipes*.
Property Management to provide access to apartments and must accompany inspectors into each unit.
Property Management to notify tenants that we will need to gain access to each unit to inspection the fire sprinkler system

Fire Hydrant

AUG \$260

Includes flow test, lube and color-code of (4) private *Fire Hydrants*.
 *Ambient temperatures must be above 40 degrees to flow hydrants

Backflows - At time of Inspection

Annual test of (6) backflow devices
Additional backflows @ \$55.00/Each

AUG \$330

Portable Extinguishers - At time of Inspection

Annual maintenance of up to (18) portable ABC fire extinguishers
Additional extinguishers @ \$4.75/Each
Deficiency repairs will be priced separately.

AUG \$140

Emergency/Exit Lights - At time of Inspection

Annual test & inspection of (69) Emergency/Exit Lights
Additional Emergency Lights @ \$8.50/Each
Deficiency repairs will be priced separately.

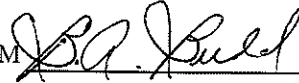
AUG \$690

*CSFD report submittal fee

\$140

1YR TERM _____

3YR TERM



TOTAL \$3,595

Western States Fire Protection will provide a complete "Report of Inspection", explain deficiencies found, corrective action recommended and explanation of "no" answers.

Continuous Operation: PM or Buyer will ensure all operations are continuous, scheduled and completed in accordance of suggested sequence throughout the project. If lost time occurs due to delays caused by others for any reason, PM or Buyer will reimburse for additional travel and cost of lost time.

WSFP shall not be held liable for errors and omissions in designs by others, inadequacies of specified materials, indirect loss or damage.

The Company will be permitted, at all reasonable times, to enter the property indicated above to conduct the inspection as outlined in this agreement. The Company will be permitted to gather information, data on the Subscribers systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

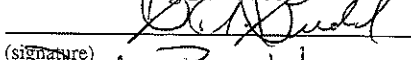
Unless otherwise specified, all work is to be conducted during normal working hours 7:00AM – 4:00PM, - Monday -Friday, excluding holidays. We exclude all permits and costs associated with capture and testing of discharged water as outlined in the 10/2011 draft from the Colo Dept of Public Health and Environment, all work in any area with asbestos, work on 110vac circuits, sales tax and cosmetic repair work. Renewal costs may be influenced by fuel costs, strikes, acts of God, etc. WSFP reserves the right to account for these issues at renewal. Unless specifically agreed, all repair work and/or replacement of parts will be billed at \$115.00/hr during normal working hours. Technician/Fitter cost is calculated portal to portal. Please note our "Terms and Conditions" are hereby included within this proposal. This proposal is good for 30 days.

Thank you once again for the opportunity to provide our quotation. Should you have questions please do not hesitate to contact me.

Partnering with You for Safety!

Western States Fire Protection Company

Hartsock Village Condos



(signature)



(printed name)

Title: Pres.

Date: 8-6-19

Debra Hopper

Direct 719-235-5097

Fax 719-218-9385

debra.hopper@wsfp.us

24 Hr Emergency Service 719-578-1822

THIS AGREEMENT is in full force for a period of (1) year, effective the date of acceptance by Western States Fire Protection Company or API Systems Group, Inc a division of Western States Fire Protection Company. This agreement is renewable according to the terms contained herein and is between Western States Fire Protection Company (Hereinafter written as Company) and

CLIENT:	Hartsock Village Condos c/o BSR Communities	SYSTEM LOCATION:	Hartsock Village Condos
ADDRESS:	1710 E Pikee Peak Ave Colorado Springs, CO		3755-3765 Hartsock Village Lane Colorado Springs, CO 80917
BILLING ATTN:	Tera		

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Client agrees to purchase and Company agrees to provide service without liability and not as an insurer, as described herein, services for the purpose of maintaining, inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement.
2. **TERMS AND RENEWAL OF AGREEMENT:** Client agrees and acknowledges that this Agreement shall run for one (1) year from the date of acceptance by Company unless terminated as provided herein. Thereafter, this agreement shall automatically continue in effect from year to year, unless terminated by written notice of either party to the other, thirty (30) days prior to the effective date of the cancellation.
3. **PRICE AND PAYMENT:** The charge for each Agreement shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement. Company's applicable charges for preventive maintenance and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.
4. **MAINTENANCE INSPECTIONS AND SERVICE:** For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide preventive maintenance and inspection, certification, service and parts as follows:
 - A. Periodic maintenance inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.
 - B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Agreement shall be incorporated into and become a part of any order for such additional work, equipment or services.
 - C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system which cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement and the inspection and maintenance charge adjusted accordingly.
 - D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted unless otherwise specifically stated within Paragraph 5 herein. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are: 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.
5. **LIMITATION OF WESTERN STATES FIRE PROTECTION COMPANY LIABILITY:** CLIENT ACKNOWLEDGES THAT WESTERN STATES FIRE PROTECTION COMPANY IS NOT AN INSURER AND THAT THE PAYMENTS MADE TO WESTERN STATES FIRE PROTECTION COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO WESTERN STATES FIRE PROTECTION COMPANY RESULTING FROM THE WORK TO BE PERFORMED BY WESTERN STATES FIRE PROTECTION COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF WESTERN STATES FIRE PROTECTION COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE WESTERN STATES FIRE PROTECTION COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGEMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE SUSTAINED BY CLIENT, CONTRACTOR OR SUBCONTRACTORS, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM.. THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE. 1.) REGARDLESS OF THE AMOUNT OF ANY ACTUAL DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE LOSS OR DAMAGE IN ISSUE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, DEFECTIVE PRODUCTS, VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, OR OTHER FAULT OF WESTERN STATES FIRE PROTECTION COMPANY OR WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES, SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. IF PAYMENT FOR WORK PROVIDED IN THIS AGREEMENT IS NOT PAID WHEN DUE, CLIENT AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEYS FEES AS WELL AS INTEREST COMPUTED AT THE HIGHEST RATE ALLOWABLE BY APPLICABLE STATE LAW.
1. **WARRANTIES:**
 - A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.
 - B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NON-COMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT.
 - C. THE COMPANY DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE, INSPECTION OR MAINTENANCE PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURANCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES IS DESIGNED TO PERFORM, DETECT OR AVERT. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON COMPANY SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, AND THAT THE COMPANY HAS MADE NO REPRESENTATIONS EXCEPT AS ARE CONTAINED IN THIS AGREEMENT. COMPANY IS NOT AN INSURER AGAINST LOSS OR DAMAGE, AND ALL INSURANCE ARRANGEMENTS TO COVER LOSS, PROPERTY DAMAGE OR PERSONAL INJURY MUST BE MADE SEPARATELY BY THE CLIENT. THE CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO THE PREMISES OR TO THE CONTENTS THEREOF, AS WELL AS ALL RISK TO THE PHYSICAL OR MENTAL WELL-BEING OF PERSONS THEREIN. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT GIVES THE CLIENT SPECIFIC LEGAL RIGHTS. THE CLIENT MAY HAVE OTHER LEGAL RIGHTS WHICH VARY, FROM STATE TO STATE.

