



PROPOSAL

Proposal #: 034528
 Proposal Date: 06/21/2022
 Proposal Exp: 07/21/2022
 Sales Rep: Todd Harrison

Frontier Fire Protection, LLC

9430 East 40th Ave.
 Denver, CO 80238
 Phone: (303) 629-0221
 www.frontierfireprotection.com
 EIN: 47-3729356

| PREPARED FOR |
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| Z&R Property Management Hector Combest 6015 Lehman Drive - Suite 205, Colorado Springs, Colorado 80918 EMAIL: hector@zandrmgmt.com PHONE: 719-594-0506 |

| SERVICE SITE |
|--|
| Hartsock Village CHOA 3755 Hartsock Lane, Colorado Springs, Colorado 80917 CONTACT: Hector Combest EMAIL: hector@zandrmgmt.com PHONE: |

| PROPOSAL & CONTRACT for INSPECTION | | | | | | |
|------------------------------------|---|----------|---------------------|--------------------|--------------|-------------------|
| Item | Description | Freq | First Service Month | Annual Occurrences | Amount | Price |
| HY-1 | Fire Hydrant Inspection(s) Inspection - Annually | Annually | August | 1 | 4 | \$500.00 |
| FA-1 | Fire Alarm And Detection Inspection(s) - Annually | Annually | August | 1 | 1 | \$480.00 |
| FS-1 | Wet Fire Sprinkler System(s) Inspection - Annually | Annually | August | 1 | 1 | \$465.00 |
| BF-1 | Backflow Prevention Device(s) Inspection - Annually | Annually | August | 1 | 6 | \$390.00 |
| FX-1 | Fire Extinguisher Inspection(s) Inspection - Annually | Annually | August | 1 | 18 | \$126.00 |
| | | | | | Total | \$1,961.00 |

***Tax, if applicable, is not included.

Price and Payment: For Inspection of the Equipment identified above Customer will pay Contractor the Annual Sum of **\$1,961.00**. Payment(s) of **\$1,961.00** will be made .

Scope of Work:

Annual Inspections: This agreement includes backflow prevention assemblies, fire extinguishers and hydrants for the complex.

| Name | Description |
|--|--|
| Fire Hydrant Inspection(s) Inspection - Annually | We Will Operate The Fire Hydrant Through A Full Range Of |

| | |
|--|--|
| | <p>Operation, Watching Flow Conditions For Any Unusual Sounds Or Debris Being Discharged During The Flow. We Will Perform A Visual Inspection Of The Caps, Threaded Outlets, Bonnet And Operating Nut. Once Complete With The Flushing, We Will Monitor The Hydrant To Ensure That The Hydrant Drains Properly - Industry Standard Is 60 Minutes. Maintenance Will Be Performed On The Hydrant By Lubricating The Threaded Outlets And Bonnet On Those Hydrants That Have An External Lubrication Port. Those Systems That Contain Hose Houses Will Be Visually Inspected For Proper Operation And Any System That Has A Monitor Nozzle Attached Will Be Flow Tested To Determine Range And Correct Operation. This Inspection Does Not Include Fire Hydrant Flow Testing.</p> |
| <p>Fire Alarm And Detection Inspection(s) - Annually</p> | <p>We Will Perform A Functional Test Of All Initiating And Notification Devices Which Include The Following: Pull Stations, Smoke Detectors, Air Sampling Duct Detectors, Beam Detectors, Fire Phones, Notification Speakers, Horn And Strobe Devices, Door Holders, Tamper Switches, Waterflow Devices And Any Other Devices That May Be Connected To The Fire Alarm Panel. We Will Functionally Test All Control Functions Related To The Fire Panel And Ensure That Primary & Secondary Power Supplies Are Operating Satisfactorily. If There Is An Elevator Present, The Customer Must Take The Elevator Out Of Service And Provide Access To The Top Of The Elevator Shaft So We Can Function Test Any Smoke Detector(S) Inspection In The Shaft.</p> |
| <p>Wet Fire Sprinkler System(s) Inspection - Annually</p> | <p>We Will Visually Inspect The Hydraulic Placard, Vane Type Waterflow Switch, Alarm Pressure Switch, Water Motor Alarm Gong, Valve Tamper Switch And Spare Sprinkler Head Box. We Will Inspect The Siamese Connection For Visibility, Accessibility, Identification Signs, Caps, Leakage From Check Valve, Drain Valve And General Condition Of Couplings And Clapper Assembly. We Will Inspect, From The Ground Level, Any Exposed Sprinkler Pipe, Fittings, Sprinkler Heads, Hangers And Make Any Recommendations As To Areas That, In Our Opinion, Might Be Troublesome During Cold Weather Month. We Will Perform A Function Test On Any Alarm Pressure Switch, Vane Type Water Flow Switch, Valve Tamper Switch And Water Motor Alarm Gong (If Applicable). We Will Perform A Main Drain Test On Each Wet Sprinkler Riser. We Will Operate Each Control Valve Thru A Full Range Of Motion From Open To Shut And Back To Open. We Will Perform Maintenance On The Os&Y Valve By Lubricating The Stem.</p> |
| <p>Backflow Prevention Device(s) Inspection - Annually</p> | <p>Backflow(S) Inspection Will Be Tested And Certified As Required By The State Water Authorities Or Local Water Departments. All Devices Are Inside And Do Not Require Confined Space Entry. The Owner Is Responsible For Providing The Original Paperwork For The Localities That Require Such Paperwork. Backflows Located In A Confined Space May Require Additional Costs And Will Be Priced As A Separate Line Item.</p> |
| <p>Fire Extinguisher Inspection(s) Inspection - Annually</p> | <p>We Will Visually Check The Fire Extinguisher For Damage, Correct Pressure Or Weight, Condition Of Hose, Gauge, Cabinet, Bracket And Signs. We Will Replace The Tamper Seal, Fire Extinguisher Inspection Tag And Gently Fluff The Fire Extinguisher To Ensure The Powder Is Not Caked.</p> |

Clarifications:

1. Inspections will be performed during normal working hours of 7AM-4PM, M-F unless other arrangements have been made.
2. This inspection pricing is based upon a one-man inspection crew unless noted otherwise.
3. Pricing above reflects performing all of the services as noted, in the event that some of the above services are not to be performed by this contractor then we reserve the right to adjust individual service prices.
4. All inspections are documented and copies are provided. All work will be performed during normal working hours. Customer is to provide accessibility to building, system equipment and notify customer's employees/tenants and their alarm service that their equipment is being inspected. We will provide you with a written report following the inspection(s) and deficiencies or comments will be noted if applicable. If awarded this project we will require this signed contract and a purchase order (if applicable).
5. The equipment and systems covered under this proposal will also be analyzed to detect potential failures. If corrective actions are found necessary, a service follow up report will be submitted to you along with the inspection/test reports.
6. This contractor is a full-service company - we offer 24/7 - Emergency Service to meet any immediate Fire Protection need.
7. Subcontractor reserves the right to charge for a dry run, a minimum service call charge, in the event of no access or ability to perform the scheduled work.

Exclusions:

Unless noted otherwise, Sales tax, rental equipment, overtime or holiday work, permits, inaccessible devices or detectors, proprietary parts or components, programming or reprogramming issues, and fees for draining the system(s) is excluded.

Service Notes:

Acknowledgement:

The individuals signing this Contract acknowledge that they have carefully read this Contract and all of its terms, that they are fully satisfied with all terms and conditions of this Contract, that they have had adequate time to review and consider this Contract, that they have entered into this Contract voluntarily and of their own free will, and that they have authority to sign this Contract and agree to all provisions contained herein. The individuals signing this Contract also acknowledge that in entering this Contract they are not relying on any representations, factual matters, promises, or commitments except those expressly set forth in this Contract.

IN WITNESS HEREOF, this Contract is entered into on 06/21/2022

Respectfully Submitted,

Todd Harrison
 Frontier Fire Protection, LLC

CLIENT:

CONTRACTOR:

Signature

Signature

Print Name

Print Name

Title

Title

PO Number

Terms & Conditions

Access To Work. Customer shall grant to Contractor the right to enter the Premises to conduct the Inspection at reasonable times, and shall provide Contractor with access to the Equipment being inspected. Contractor shall perform each Inspection in accordance with the standards of the NFPA, and applicable state and local codes and regulations. All inspections of sprinkler heads, pipe, fittings, hangers and seismic braces are done from the floor level. This Contract does not cover the inspection of such equipment which is above ceilings, under floors or behind walls or other obstructions.

Inspection Report. Contractor will provide a written Inspection Report to Customer (and any other party as directed by Customer), which shall include a list of all Equipment inspected, and any recommendations regarding additional services, maintenance, repairs, replacements, alterations or adjustments that, in the judgment of Contractor, should be performed. The recommendations made by Contractor are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property and other damages by indicating obvious defects or impairments noted to the Equipment inspected. Contractor's Inspection Report shall not be construed as a warranty of the condition of the Equipment inspected, and it is not intended to imply that no other defects or hazards exist in the Equipment. Final responsibility for the condition and operation of the Equipment lies with the Customer. Should the Customer decline additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, Contractor shall be relieved from any and all liability arising there from.

Additional Work. This Contract is limited to Contractor's Inspection service only, and does not include any additional services, maintenance, repairs, replacements, alterations or adjustments recommended by Contractor, or subsequently performed by Contractor under a separate contract. Such additional services, maintenance, repairs, replacements, alterations or adjustments shall only be performed by Contractor upon Customer's order, under a separate executed contract, and shall be paid for by Customer at Contractor's then prevailing rates.

Payment Terms. In the event that fire protection equipment other than that described in Proposal is installed after the date this Contract is entered into ("Additional Equipment"), Contractor will inspect the Additional Equipment, and the price as listed in this Contract (or on any addendum to this Contract) for the Inspection shall be increased by an amount equal to Contractor's then prevailing rates for Inspection of Additional Equipment.

Unless otherwise agreed, Contractor will issue an invoice upon completion of the Inspection and payment is due 30 days after completion of the Inspection. Contractor shall be under no obligation to perform a scheduled Inspection if Customer's account is past due.

LIMITATION ON LIABILITY AND DAMAGES. CUSTOMER AGREES THAT THE LIABILITY OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEE'S ON ANY CLAIM FOR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL INSPECTION PRICE (AS STATED IN PARAGRAPH 3 ABOVE) FOR WHICH THE CLAIM AROSE. IF CUSTOMER DESIRES CONTRACTOR TO ASSUME GREATER LIABILITY, THE PARTIES SHALL AMEND THIS CONTRACT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER LIABILITY. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR THE SOLE OR CONCURRENT NEGLIGENCE OF CUSTOMER OR OTHER THIRD PARTIES, OR FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF PROFITS, REPUTATION, OR PRODUCTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN.

Indemnity. Customer agrees to indemnify, hold harmless and defend Contractor from and against any and all losses, damages, costs and expenses, including reasonable defense costs, arising from any and all third party claims (whether asserted in contract, warranty, tort, strict liability or otherwise) for personal injury, death, property damages or economic loss, arising in any way from any act or omission of the Customer relating in any way to this Contract. The Customer shall not be required to indemnify, hold harmless and defend Contractor from and against claims arising from Contractor's sole or concurrent negligence.

Insurance. Customer understands and agrees that Contractor is not an insurer and that insurance covering personal injury and property damage on the Customer's Premises shall be maintained by the Customer. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury.

Waiver of Subrogation. Customer agrees, on behalf of itself and all others who may make a claim under this Contract, to release and discharge Contractor from and against all hazards covered by the Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

One-Year Limitation on Actions; Choice Of Law. It is agreed that no suit, or cause of action, or any other proceeding shall be brought against either party to this Contract more than one year after the accrual of the cause of action or one year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on contract, tort or any other legal theory. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

Force Majeure. Contractor shall not be responsible for failure to render services due to causes beyond its control, including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God, or any other cause beyond the control of Contractor.

Duration of Contract and Termination. This Contract shall remain in affect for 3 Years from the date it is entered into and will automatically renew for successive one-year terms with a 5% annual price increase unless written notice of termination by either party is mailed to the other party no later than 45 days prior to the expiration of the then current term. After the 3rd anniversary of this Contract, either party may cancel the Contract for any reason upon 30 days prior written notice.

Legal Fees. Contractor shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Contractor enforcing the terms and conditions of this Contract.

Severability. If any provision of this Contract is found by a court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the remainder of the affected provision and all other provisions of the Contract.

Notice. All notices by either party to the other shall be in writing, and shall be sent via Certified U.S. Mail, to the addresses shown above.

Entire Contract. This Contract supersedes all prior representations, understandings or agreements between the Customer and Contractor, written or oral. No changes in the terms of this Contract shall be binding upon either the Customer or Contractor unless communicated in writing and signed by a person authorized to do so.

Counterparts and Multiple Originals. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.