

RASK FIRE LIFE SAFETY LLC

PROPOSAL SUBMITTAL

THIS PROPOSAL SUBMITTED IN GOOD FAITH TO : DATE :

FOR INSPECTIONS TO BE COMPLETED AT :

TYPE(S) OF INSPECTIONS INCLUDED :

THE COST FOR THIS INSPECTION IS :

SUBCONTRACTOR COST (see details)

DETAILED COSTS AND BREAKDOWN OF INSPECTIONS ARE ATTACHED

ALL INCLUSIONS AND EXCLUSIONS ARE ATTACHED

ONCE THE JOB IS ACCEPTED RASK WILL ISSUE ANY INSURANCE AND BONDS DOCUMENTS REQUIRED.

UPON COMPLETION, COPIES OF ALL INSPECTION REPORTS WILL BE LEFT ON SITE, ON A THUMB DRIVE INSIDE THE PANEL.

IT IS RECOMMENDED THAT THE DRIVE STAYS IN THE PANEL UNLESS NEEDED FOR COPYING OR PRINTING.

IF RASK RETURNS THE FOLLOWING YEAR TO INSPECT OR NEEDS TO ACCESS REPORTS FOR SERVICE AND THE DRIVE IS NOT AVAILABLE, THE DRIVE WILL BE REPLACED AT A CHARGE OF 10.00 DOLLARS.

CLIENT REP
& EMAIL :

PHONE CONTACT :

RASK REP : STEVE SUTTON ph # 219-241-6426 email : ssutton@rasklifesafety.com

PROPOSAL ACCEPTED BY :

DATE :

COST BREAKDOWN AND DESCRIPTIONS OF INSPECTIONS

SUBCONTRACTOR DETAILS

INCLUSIONS AND EXCLUSIONS

Inspections include the following unless otherwise noted

1. Fire Alarm Panels
2. NAC Panel
3. Annunciator
4. Door Holders
5. Pull Stations
6. Smoke Detectors
7. Duct Detectors
8. Heat Detectors
9. Speakers
10. Key Switches
11. Horn Strobes
12. Strobes
13. Tamper Switches
14. Flow Switches
15. Air Pressure Switches
16. All Necessary Forms and Tags
17. Fan Shutdowns
18. Fire and Roll-up Doors
19. Sensitivity Testing if necessary @ \$10.00 additional per unit
20. Minor Repairs are included during Inspection for cost of parts only, If approved by owner. Any additional repairs requiring additional time will be quoted before repairs are completed.

Wet Pipe Sprinkler Inspection Includes (Annual):

1. Piping visual
2. Hangers visual
3. Sprinklers visual
4. Drain test
5. Flow test
6. Valves
7. Valve trim
8. Alarms
9. Tamper switches
10. Annual Pump test and Maintenance to be quoted separately
11. All necessary reports and tags

Dry Pipe Sprinkler Inspection Includes (Annual):

1. Piping visual
2. Hangers visual
3. Sprinklers visual
4. Valves
5. Valve trim
6. Air system
7. Drain test
8. Trip Test (dry)
9. Low point drain inspection
10. Alarms
11. Tamper switches
12. Pipe pitch
13. All necessary reports and tags

Back Flow Preventer Certification (Annual):

1. Per local codes and Cross Connection 10th edition.

ADDITIONAL INSPECTIONS OR EXCLUSIONS FROM ABOVE :

This Proposal is subject to the following Qualifications and Exclusions:

1. Normal working hours are 7:30 A.M. to 3:30 P.M. Monday through Friday. Excluding holidays. Overtime rates quoted are for off-hours and Saturdays. Pricing is not applicable for Sundays or holidays. Holiday/Sunday pricing will be quoted on a case by case basis.
2. Based on Building descriptions received from **either a site survey or a previous inspection report. Any additional devices found during inspection will be charged extra per device if device count was given by owner.**
3. If Sensitivity testing is required it is done for \$10.00 per unit
4. Access to all areas of building during inspection in a timely manner.
5. All Inspections are payable net 15 days.
6. All repairs and deficiencies are the responsibility of the owner
7. Service calls are based on trip charge to site and \$75.00 / hour from time of arrival on site Monday through Friday, Saturday and Sunday Hourly charge is \$105.00 for Fire Alarm Services and Minor Sprinkler repairs. Major Sprinkler repairs are charged based on current Sprinkler Fitter wages and trip charges.
8. Passwords to all Fire Alarm Control Panels must be available at time of inspection.
9. All emergency service calls received after 3:30 P.M. will be addressed as overtime charge rates.
10. Pricing quoted for all inspection related work does not include corrective work or repairs of systems components found to be inoperative. Estimates can be provided upon request.
11. Pricing quoted for fire sprinkler systems inspections does not include the (appropriate) Code of Regulations Five-Year Service Test and Certification. Estimates can be provided up on request.
12. The term of this Agreement shall be one (1) year from date hereof and shall be automatically renewed each year thereafter until the same shall be terminated by either party on at least (30) thirty days written notice being given to the other party prior to the anniversary date thereof. Contractor's then current charges shall apply for each renewal period.
13. If payment for work provided in this agreement is not paid when due, Owner/Subscriber agrees to pay all costs of collection including attorney's fees.

While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Subscriber's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection

FIRE PROTECTION CONTRACTOR

LIMITATION OF LIABILITY

The Contractor 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 an employee, agent or representative of the Contractor shall constitute a warranty by the Seller or give rise to any liability or obligation.

Contractor's liability to Subscriber shall hold Contractor harmless from any and all third party claims for personal injury, death or property damage, arising from Subscriber'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 the Contractor be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character including but not limited to loss of use of the Subscriber's property, lost profits or lost production, whether claimed by the Subscriber 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.

TERMS AND CONDITIONS

REPORTS

The inspection and/or test shall be completed on the Contractor's then current Report form which shall then be given to the Subscriber with a copy to the fire authority having jurisdiction (five year reports only). The Report and recommendations by the Contractor are only advisory in nature and are intended to assist Subscriber in reducing the possibility of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested which require prompt consideration. They are not intended to imply that all other defects, hazards or aspects of the system and equipment are under control at the time of inspection. Final responsibility for the condition of the sprinkler system and/or fire alarm and detection system equipment lies with the Subscriber.

FIRE ALARM AND DETECTION SYSTEMS

In the event that the Subscriber elects to have the fire alarm and detection system tested, it is understood that a random sampling of detection devices will be tested during each visit so that the entire system will have been tested at the end of each contract year. Prior to any tests, all persons who would automatically receive an alarm shall be notified, so that an unnecessary response shall not take place. Schematics and/or wiring diagrams must be provided by the contract Subscriber.

EMERGENCY SERVICE - Emergency service requested by the Subscriber will be furnished at extra charge.

ADDITIONAL EQUIPMENT

In the event additional equipment is installed after the date of this contract, the annual inspection fee shall be increased in accordance with contractor's prevailing rates as of the first inspection of such additional equipment.

WORK NOT INCLUDED

The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field-adjustments whatsoever. Should any such work be requested by Subscriber they will be as an addition to this Agreement. The contractor shall furnish the Subscriber with an estimated price before the additional work is performed.

ACCEPTANCE OF TERMS

No changes or modifications are to be made without the express written consent of an executive officer of the contractor. Contractor is not bound by any provisions printed or otherwise at variance with this agreement that may appear on any acknowledgement or other form used by Subscriber, such provisions being hereby expressly rejected.

ENTRY

Contractor may enter Subscriber's premises at all reasonable times to perform the inspections required by this contract.

WATER SUPPLY

Contractor shall not be liable or responsible for the adequacy or condition of the water supply.

ASSIGNMENT

This contract shall constitute a personal agreement between Contractor and Subscriber and shall be assignable by either party only with the written consent of the other.

Terms and Conditions

1. Asbestos and Hazardous Materials. Asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms of this subcontract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 11 of this Agreement. Subcontractor may stop work upon discovering asbestos or other hazardous material, until the terms of the “extra” are negotiated. Subcontractor, at Subcontractor’s sole option, can require Owner or Contractor to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site.

2. Arbitration, Validity and Damages. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration 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. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter claim in excess of the jurisdiction of the Small Claims Court may be filed in Municipal or Superior Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and other application shall not in any way be impaired thereby.

ANY DAMAGES FOR WHICH SUBCONTRACTOR MAY BE LIABLE TO OWNER OR CONTRACTOR SHALL NOT, IN ANY EVENT EXCEED THE CASH PRICE OF THIS AGREEMENT.

3. Reservation of Rights of Dispute. In the event that the Subcontractor is required to, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Contractor and the Subcontractor as to whether such work should be classified as a “change” or as an “extra,” Subcontractor may, if it deems it appropriate, but is not required to, proceed with such work, and thereafter or contemporaneously, file for arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra.

4. Attorney Fees. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this subcontract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

5. Removal of Debris. Upon completion of the work, the Subcontractor agrees to remove all of its own debris and surplus materials from Owner’s property and leave said property in a neat and broom-clean condition. Subcontractor will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will be responsible for the disposal of central scrap piles.

6. Failure to Make Payments. If Contractor fails to make the scheduled progress payments as defined in “Schedule of Payments,” then Subcontractor has the absolute option to cease the performance of any further work until such time said payment is made. If said payment is more than ten (10) working days late, Subcontractor may treat said lateness as a material breach of this Subcontract Agreement and justifiably refuse to complete the balance of this subcontract. Subcontractor may then institute arbitration proceeding as described herein for any and all damage incurred including but not limited to lost profits.

7. Retention. Contractor is authorized to withhold retention from Subcontractor only to the extent that Owner withholds funds from Contractor for the work performed by Subcontractor. In no event shall Contractor withhold more than ten (10) percent of payments due Subcontractor. All retentions must be paid to Subcontractor within thirty-five (35) days of the date the Subcontractor substantially completes all work.

8. Items Not Responsibility of Subcontractor. Unless specifically included in the Agreement, Subcontractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Subcontractor is not responsible for any abnormal or unusual pre-existing conditions. Correction of any such violations or abnormal conditions by Subcontractor shall be considered additional work and shall be dealt with as herein provided under Paragraph 11 for extra work.

9. Excusable Delays. If the Subcontractor is delayed in the performance of the work by conditions that could not be reasonably foreseen by Subcontractor or out of the reasonable control of Subcontractor, which include, but are not limited to actions taken by Owner; acts of God; fire; explosions or other casualty losses; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement, or removal; and acts of government body, then Contractor shall grant Subcontractor a reasonable extension of time. If additional work or cost is required of, or incurred by, Subcontractor, as a result of the delay, then Subcontractor shall be entitled to compensation as called for in Paragraph 11.

10. Contractor’s Responsibilities and OSHA Requirements. Water, sewer, gas, and electric utilities from the serving agency to the point of entry at Owner’s property line, or the metering devices are required and are the responsibility of the Contractor.

In compliance with Federal and State law, Contractor agrees to make drinking water and toilet facilities available to all workers, or compensate Subcontractor for cost of rental units.

Contractor shall provide adequate job site storage and work area as required for the convenience and use of Subcontractor for work under this Agreement.

Contractor agrees to comply with all local, state, and national laws, including without limitation the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969, and Subcontractor is not responsible for any liability caused by the Contractor’s noncompliance.

11. Extra Work. Subcontractor shall provide in a good and workmanlike manner only that labor and materials specified therein. Additional work not specified in this subcontract will be provided only upon written authorization of Contractor. However, in the event that the parties cannot agree on the sum necessary to compensate Subcontractor for the extra work, then Subcontractor shall be paid his actual costs for the additional labor and material as well as his normal overhead and profit.

For any extra work performed, Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor’s usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments made under payments scheduled. However, in the event that an emergency exists, then Subcontractor may proceed upon the verbal authorization of the Contractor or the Contractor’s job superintendent and request written confirmation of the verbal authorization within seventy-two (72) hours.

12. Assignment and Subcontracting. Subcontractor shall be allowed to assign any work under this subcontract or subcontract any portion of it without the written consent of the Contractor.

13. Protection of Work. To the extent noted herein, Subcontractor will protect its own work until completion and acceptance of that work. To allow Subcontractor to protect the work, Contractor shall provide to Subcontractor adequate storage space and security on the construction site. Once Subcontractor’s work is completed, then Contractor shall be responsible for the protection of the work as well as the entire project.

If Subcontractor’s work is damaged or destroyed during the course of Subcontractor’s work and said damage or destruction is a result of the negligence of Subcontractor, then Subcontractor shall agree to repair or replace said damaged work. If the work is damaged or destroyed as a result of actions beyond the reasonable control of the Subcontractor or through the negligence of persons other than Subcontractor, then Subcontractor shall repair or replace said damaged or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 11.

14. Concealed Conditions. In the event that Subcontractor encounters rock, groundwater, underground structures, utilities or other conditions unknown to Subcontractor and not reasonably foreseeable by Subcontractor, then Subcontractor shall immediately stop work and call Contractor’s attention to such concealed conditions in writing. The subcontract time and price will be equitably adjusted in writing.

15. Insurance. Contractor will procure at Contractor’s expense and before commencement of any work under this contract, fire insurance, with course of construction, vandalism and malicious mischief clauses attached. The insurance is to name Contractor and Subcontractors as additional insured, and to protect Owner Contractor and Subcontractors, and construction lender as their interests may appear. Should Contractor fail to do so, Subcontractor may procure to do so. If the project is destroyed or damaged by any accident, disaster, or calamity such as fire, storm flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Subcontractor in rebuilding or restoring the project shall be paid for by the Contractor as an extra and shall be dealt with under the provisions of Paragraph 11 above. If, however, the estimated cost of replacement of work already accomplished by Subcontractor exceeds twenty (20) percent of the contract price, Contractor shall have the option to cancel this contract and, in that event, shall pay Subcontractors usual overhead and a net profit to Subcontractor the amount of 35% percent, of all work performed by Subcontractor before cancellation.

Subcontractor will carry Worker’s Compensation Insurance to protect Subcontractor’s employees during the progress of the work. Contractor shall obtain and pay for insurance against injury to his own employees and persons not under the control of Subcontractor.

16. Indemnification. Contractor shall indemnify and hold harmless Subcontractor from and against any and all claims arising from Contractor’s use of the job site, or from the conduct of Contractor’s business or from any activity, work or things done, permitted or suffered by Contractor or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Subcontractor from and against any and all claims arising from any breach or default in the performance of any obligation on the Contractor’s part to be performed under the terms of the Subcontract Agreement, or arising from any breach or default in the performance of any obligation on the Contractor’s part to be performed under the terms of the Subcontract Agreement, or arising from any negligence of the Contractor or any of Contractor’s agents, Contractors, subcontractors, or employees, and from and against all costs, attorney’s fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought thereon; and in case any action or proceeding be brought against Subcontractor by reason of any such claim. Contractor, upon notice from Subcontractor shall defend same at Contractor’s expense by counsel satisfactory to Subcontractor.

CONTACT INFO: [Click here to enter text.](#)

WARRANTY

CONTRACTOR WARRANTIES that all materials, facilities, workmanship, and equipment will be of specified quality, free of any defects, and will function properly for the period of 1 (one) year from the date Final acceptance.

Contractor shall deliver to owner all information vital to the job including all Subcontractor, Manufacturer and Supplier information.

Within ten(10) days of first knowledge of defect, Contractor shall be notified by owner or his/her agent and given first opportunity to repair, replace and/or correct any item found to be defective, at no cost to owner, within a reasonable period of time

THIS WARRANTY DOES NOT APPLY to any equipment that has been subject to accident, misuse, and abuse, nor any equipment that has been modified, altered or defaced. Service by any party other than RASK within this warranty year renders the warranty null and void.

Under no circumstances will the Contractor be liable, by virtue of this warranty or otherwise, for damage to any person, place or thing whatsoever, or any special, indirect, secondary or consequential damages, of any nature, arising out of the use or inability to use because of the construction defect

**THIS WARRANTY IS IN LIEU OF ALL OTHERS EXPRESSED,
WRITTEN, OR IMPLIED.**

STEVEN J. SUTTON

PRESIDENT

, RASK FIRE LIFE SAFETY LLC.