



INSPECTION AND REPAIR SERVICE AGREEMENT HIGH SCHOOL

Prepared for:

John Ribarich
Richland School District



INSPECTION AND REPAIR SERVICES AGREEMENT

Liberty Fire Solutions, LLC • 13210 Dunnings Hwy • Claysburg, PA 16625 • Ph: 814.239.3473 • Fax: 814.239.8357

This INSPECTION AND REPAIR SERVICES AGREEMENT (the Agreement) is entered into as of _____ between LIBERTY FIRE PROTECTION SERVICES, LLC (Company) and Richland School District (the Customer). This agreement provides for the Inspection Services, Repair Services and/ or work performed of any kind on the Equipment indicated in the Inspection Services/Fee section of this agreement, the attached Equipment List and any other equipment that is requested by Customer at the Premises Address set forth below.

CUSTOMER INFORMATION

Customer Name			Contact Name	Contact Phone	E-Mail Address		
Richland School District			John Ribarich	814-266-6063 x3005	jribarich@richlandsd.com		
Billing Address				Premise Address			
1 Academic Avenue				1 Academic Avenue			
City		State	Zip Code	City		State	Zip Code
Johnstown		PA	15904	Johnstown		PA	15904

INSPECTION SERVICES/FEE

Inspection Service	Frequency	Quantity	Cost Each	Annual Cost
Sprinkler Inspection Annual Annual wet sprinkler inspection on four (4) wet risers.	1	4	\$315.00	\$1,260.00
Backflow Inspection - Fire - Annual Annual backflow inspection on one (1) device.	1	1	\$100.00	\$100.00
Onsite Service Charge Onsite service charge per visit.	1	1	\$30.00	\$30.00

Total Fees: \$1,390.00

Additional Fees / Parts / Repairs / Tax not included: **SEE PAGE 3 FOR ADDITIONAL CHARGES.**

Payment Terms: Net 30

SCOPE OF INSPECTION SERVICES

DURING EACH CONTRACTED-FOR INSPECTION SERVICE, COMPANY WILL PERFORM ONLY THOSE SERVICES AND PROCEDURES, AND INSPECT ONLY THAT EQUIPMENT, IDENTIFIED AND DESCRIBED ON THE INSPECTION SERVICES/FEE SECTION OF THIS AGREEMENT ABOVE, AND/OR ON THE ATTACHED EQUIPMENT LIST. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO HAVE ANY EQUIPMENT NOT OTHERWISE IDENTIFIED AND DESCRIBED IN THE MANNER SET FORTH ABOVE INSPECTED IN ACCORDANCE WITH NFPA, LOCAL AUTHORITY HAVING JURISDICTION, OR OTHER APPLICABLE CODES, LAWS, GUIDELINES OR STANDARDS.

FOLLOWING EACH CONTRACTED-FOR INSPECTION, COMPANY WILL PROVIDE CUSTOMER WITH AN INSPECTION REPORT DETAILING THE RESULTS OF THE INSPECTION. WHEN REQUIRED BY CODE OR ORDINANCE, THESE RESULTS WILL ALSO BE DISTRIBUTED TO PARTIES SPECIFIED BY SUCH REQUIREMENT.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THE SECOND PAGE.

LIBERTY FIRE SOLUTIONS, LLC

Date _____

Printed Name

Date _____

Date _____

Printed Name

Date _____

GENERAL TERMS TO INSPECTION SERVICE AGREEMENT

1. LIMITATION OF COMPANY'S LIABILITY

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION , OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE INSPECTION SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. INSURANCE

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises. The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. CUSTOMER'S PROTECTION OF COMPANY

This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the Inspection Services contracted-for under this Agreement, or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross claims or other claims for indemnification or contribution, or any other theory of liability.

4. CUSTOMER'S DUTIES/RESPONSIBILITIES

Although Company will be responsible for providing the contracted-for Inspection Services at the contracted-for intervals, Company will provide no inspections or other services of any kind between those intervals unless separately contracted in writing to do so. Customer is, therefore, solely responsible for testing, inspecting, maintaining, and repairing the Equipment subject to this Agreement, and all other alarm or fire detection/protection/suppression equipment at the Premises, during the intervals between the contracted-for Inspection Services. Company assumes no liability for, and is in no way responsible for, any damage or loss or any kind or nature whatsoever, which may occur in the intervals between the contracted- for Inspection Services.

Although Company may contact the Customer in an effort to schedule the contracted-for Inspection Services, it is the sole and exclusive responsibility of the Customer to contact the Company to schedule the contracted-for inspections at the contracted-for intervals.

It is the Customer's responsibility to make the Premises address available to Company during normal business hours (7:00 a.m. to 5:00 p.m.) so that Company may perform the contracted-for Inspections. If the Customer fails to make the Premises available on the date and time agreed, then Company shall have the right, in its sole discretion, to charge the Customer an additional reasonable fee.

5. COMPANY WILL NOT REPAIR/REPLACE

Company will not correct, repair or replace any Equipment, or otherwise be responsible for any material defect, failure or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during the contracted-for Inspection Services, nor be responsible for correcting any said defect, failure or non-compliance, unless Customer separately contracts in writing with Company to do so for a separate additional fee. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT (I) THE CUSTOMER VERBALLY OR BY WAY OF PURCHASE ORDER, WORK ORDER, ELECTRONIC MAIL OR OTHER WRITTEN NOTICE REQUESTS THE COMPANY TO MAKE A REPAIR, (II) THE COMPANY AGREES TO DO SO, AND (III) THE COMPANY ACTUALLY COMMENCES WORK TO PERFORM THE REPAIR, THEN THE CUSTOMER AGREES THAT ALL OF THE GENERAL TERMS OF THIS AGREEMENT SHALL APPLY TO AND GOVERN SUCH REPAIR, INCLUDING, WITHOUT LIMITATION, LIMITATION OF COMPANY'S LIABILITY, INSURANCE, CUSTOMER'S PROTECTION OF COMPANY AND LIMITATIONS ON LAWSUITS/ JURY TRIAL.

Customer understands and agrees that, while Company is performing the contracted-for Inspection Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

CUSTOMER AUTHORIZED REPRESENTATIVE

Authorized Signature

Date

John Ribarich

Printed Name

Date

6. NO WARRANTY

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

7. EXISTING SYSTEM(S)

Where any and all services performed by Company are for an existing system or connected to or comes into contact with an existing system, any deficiencies detected in the existing system during inspecting, testing, repairing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the services being performed by Company. Customer agrees that any corrective actions proposed by Company as part of this agreement, including but not limited to inspection, service, maintenance, repair of or replacement of parts, installation of new parts, and other recommendations made by Company, may identify, and indicate deficiencies within the existing system(s) of Customer. As an element of safety, Customer agrees that it is at their sole discretion and choice to leave existing system(s) operational and assumes any and all liability for occurrences, failures, loss, or damages, resulting from existing deficiencies within Customer's system(s), whether or not deficiencies contributing to such loss or damage have been identified by Company. Customer agrees that Company shall bare no liability for occurrences, failures, loss, damages, or a breach of this agreement, arising from existing deficiencies within Customer's system(s). Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

8.. THE CUSTOMER'S DEFAULT

The Customer agrees to pay the Fee and Charges under this Agreement as and when due, In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within ten (10) days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

9.. TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

10. LIMITATION ON LAWSUITS/ JURY TRIAL

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.
THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

11. MISCELLANEOUS

After the Initial Term of this Agreement, the Company can increase the Fees for Services by no more than ten percent (10%) each year without written notice, and the Customer agrees to pay the increased charges.

This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services.

All of the terms and conditions on this Agreement will also apply to any and all future inspection services or work of any kind or sort provided to Customer by the Company that are not otherwise subject to and governed by a future written agreement between the Customer and the Company. In the event that the Customer was acquired by the Company through an asset purchase or other agreement with another company previously providing services to the Customer (hereinafter an "Acquired Customer"), then the terms and conditions of this Agreement shall apply to any such future services provided by the Company to the Acquired Customer, unless such future services are subject to a new Agreement executed by the Company and the Acquired Customer.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THIS SECOND PAGE. **FURTHER, THE PERSON SIGNING BELOW, OR ELECTRONICALLY APPROVING ON BEHALF OF THE CUSTOMER WARRANTS AND REPRESENTS TO THE COMPANY THAT HE/SHE HAS THE EXPRESS OR IMPLIED AUTHORITY TO DO SO BY THE CUSTOMER AND BIND THE CUSTOMER TO ALL OF THE TERMS AND CONDITIONS ON THIS AGREEMENT.**

LIBERTY FIRE SOLUTIONS, LLC

Authorized Signature

Date

Michael Maher

Printed Name

Date



EQUIPMENT LIST

This agreement is for the following: High School: Annual wet sprinkler inspection on four (4) wet risers. Annual backflow inspection on one (1) device. Note: Any additional repairs or service will be noted during inspection and quoted for approval. All inspections and testing will be conducted to NFPA standards. Onsite Service Charge is allocated per visit.

Additional notes to be included in Agreement:

1. The following labor rates will apply for service calls: Regular hours, Monday through Friday, 7:00 a.m. to 5:00 p.m., \$173.00 per hour, per man (two men per truck), plus travel one-way. After regular hours/ holidays: Monday through Friday, 5:00 p.m. to 7:00 a.m., weekends and holidays; \$225.00 per hour, per man, with a four (4) hour minimum, plus parts portal to portal.
2. The cost of repair and/or replacement of any non-functioning or defective equipment and/or maintenance parts are not part of the pricing of this agreement. Parts and labor for repairs will be billed separately.
3. A fleet surcharge will be applied for each visit.
4. Pricing is based upon the elevator shunt trip test at the same time as the annual fire alarm inspection, if applicable. An elevator technician must be on site on the day of the fire alarm test. If a return trip is necessary to test the elevator shunt trip or delays occur outside of Company's control, the elevator shunt trip test will be performed on a time and material basis (see labor rates above).
5. Programming of the addressable fire alarm panel has not been included since the software is proprietary. If programming is required (for example, if the panel took a lightning strike and the program must be downloaded again), the manufacturer would need to be involved. Company can work with the manufacturer to assure proper corrections are made, if requested.
6. Fire extinguisher recharges, maintenance parts, six (6)-year maintenance or hydro-tests have not been included in the pricing above.
7. The extinguisher quantities outlined above are approximate, as determined during the site visit. The unit prices will apply if there are more or less than outlined.
8. Purchaser to provide necessary equipment to reach inaccessible equipment and/or peripheral devices not accessible by a standard eight (8) foot ladder. Detectors will only be tested if they can be reached safely.

Scopes of Work

Annual Wet Sprinkler Inspection

- Visual inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.
- Main drain tests are performed to verify proper water volume and pressure is available for the sprinkler system. Results are recorded.
- Lubricate valves.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.
- Flow switches are tested by flowing water from the inspectors test connection.
- Tamper switches are tested by exercising the valve through the full range of motion and verifying that signals are received at the fire alarm control panel.
- Check fire department connections for proper caps and being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valves.
- Inspect spare head box for proper inventory of spare sprinkler heads and wrench.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.

Annual Backflow Prevention Testing

- A backflow prevention device is used to protect potable water supplies from contamination or pollution due to backflow. In water supply systems, water is normally maintained at a significant pressure to enable water to flow from the tap, shower, or other fixture.
- Backflow prevention devices are specially designed pieces of equipment that make sure waste, chemicals and gases do not come out of the main sewer lines and back into your fresh water supply. If properly installed and serviced, backflow prevention devices help guarantee that your entire building will have clean, fresh drinking water free of hazardous contaminants.
- Obtain permission from the owner or representative to shut down the water supply. Just prior to testing, the customer should be notified that the water service will be discontinued temporarily. If the service with backflow assembly being tested supplies a fire line the appropriate officials must be notified of the shutdown. The tester is required to meet all code and regulations as imposed by the governing fire official.
- The alarm company must be notified.
- Observe and record the physical conditions of the assembly and surrounding area. Observe the direction of flow.
- Record or verify the following information on each assembly:
 - Manufacturer
 - Model
 - Serial #
 - Size of assembly
 - Location of assembly
- Remove any lodged foreign material that might interfere with test. Flush test cocks by opening #4 test cock to maintain flow through assembly, then open and close test cock #1, #2, #3, then close #4 test cock and attach appropriate fittings to test cocks then follow test steps outlined for that assembly.