

May 13, 2019

Quote #: G-1834

Attention: Steve Faulkner
Routt County
136 6th Street
Steamboat Springs, CO 80477

Regarding: Livestock Arena - Sprinkler Proposal

APi National Service Group and Western States Fire Protection are pleased to present the following scope of work and proposal for the referenced property. All work will be performed in accordance with NFPA as well as state and the local authority having jurisdiction.

Scope of Work:

- Replace the existing 4" schedule 10 fire sprinkler main piping with new schedule 10 main piping.
- Install a complete new Nitrogen Generator to supply the Live Stock Arena Dry Pipe Fire Sprinkler System. Routt County will need to provide a designated adequate 110 power for generator panel.
- Includes:
 - o Labor
 - o Material
 - o Man lifts

Total: \$36,945.00

Add to base proposal for Schedule 40 black pipe: \$4,090.00

Exclusions:

- Off or overtime labor, Patching or Painting of existing or new surfaces. Alarms or Alarm Wiring. Electrical for the Nitrogen Generator.

Unless specifically directed through specifications or written directions, the basis for our bid, the proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.



PAYMENT

Payment is to be made monthly as the work progresses to the value of **100** (%) percent of all work complete and material on job site. The entire amount of the contract to be paid within **30** days after completion. NOTE: This proposal may be withdrawn by us if not accepted within **30** days.

TERMS AND CONDITIONS

THE PROPOSAL, TOGETHER WITH THESE TERMS AND CONDITIONS, CONSTITUTE THE ENTIRE AGREEMENT ("AGREEMENT") OF THE PARTIES.

1. CUSTOMER SPECIFICALLY AGREES TO ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ALL DAMAGES OR INJURY TO CUSTOMER, ALL PERSONS, WHETHER EMPLOYEES, OCCUPANTS, VISITORS, OR OTHERWISE, AND TO ALL PROPERTY, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER RELATING TO OR CONNECTED WITH, THE EXECUTION OF THE COMPANY'S WORK PROVIDED FOR IN THIS PROPOSAL, AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, IRRESPECTIVE OF WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES. THE CUSTOMER, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE COMPANY, ITS AGENTS AND EMPLOYEES FROM ALL SUCH CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLAIMS AND LIABILITIES FOR WHICH THE COMPANY MAY BE OR MAY BE CLAIMED TO BE LIABLE ARISING OUT OF THE COMPANY'S NEGLIGENT WORK, ACTS, SERVICES, OR OMISSIONS, OR ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS, AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND UPON REQUEST, PROVIDE COMPANY EVIDENCE THEREOF.

2. CUSTOMER AGREES TO RELEASE COMPANY AND WAIVE SUBROGATION AGAINST COMPANY FROM ANY AND ALL CLAIMS COVERED UNDER SUCH INSURANCE POLICIES.

3. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES.

CUSTOMER AGREES TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS, TO A MAXIMUM OF \$ 5,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTORS OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION APPLIES TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS BUT ONLY TO THE EXTENT PERMITTED BY LAW.

4. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.

5. THIS QUOTATION INFORMATION IS PROPRIETARY AND MAY NOT BE COPIED OR RELEASED OTHER THAN FOR THE EXPRESS PURPOSE OF THE CURRENT SYSTEM SELECTION AND PURCHASE. THIS INFORMATION MAY NOT BE GIVEN TO OUTSIDE PARTIES OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN CONSENT FROM API NATIONAL SERVICE GROUP.

PURCHASE ORDERS

In order to remain compliant with the Sourcewell contract, please name all purchase orders to:

APi National Service Group
1200 Old Highway 8 NW
New Brighton, MN 55112

PLEASE SEND ALL PURCHASE ORDERS TO: co-ops@api-nsg.us

ACCEPTANCE OF PROPOSAL

Please sign and return one copy of this agreement to our office and retain one copy for your records. The proposal is to be emailed to co-ops@api-nsg.us. If you have any questions regarding the proposed services, please do not hesitate to **contact Megan Mallowney at (888) 274-8595**.

The above proposal is accepted this _____ day of _____, 2019.

By _____ Print Name _____