



WESTERN STATES FIRE PROTECTION

1717 HEATH PARKWAY
FORT COLLINS CO. 80524
970-472-5205

Proposal: FQ2309134400

PROPOSAL

Job Name: OLD WEST BUILDING

Invoice To: COMMERCIAL PROPERTIES

Site Address:
1100 S LINCOLN AVE
STEAMBOAT SPGS, CO 80487

1856 LINCOLN AVE
STEAMBOAT SPGS, CO 80487-5046

Contact: BEN WILHELM
970-875-4968

Open Date: 09/13/2023

Sales Rep: KRISTEN CHURCH

Email: kristen.church@wsfp.us

Work Description: DURING THE ANNUAL INSPECTION THE FOLLOWING DEFICIENCIES WERE FOUND THAT NEED TO BE ADDRESSED:

NAVITEC: \$470

(1) PAINTED SIDEWALL SPRINKLER HEAD IN HALLWAY BY BATHROOM. NEED TO REPLACE. SYSTEM WILL BE REQUIRED TO BE DRAINED TO REPLACE.

WEST END SPORTS BAR: \$1,405

(2) MISSING TRIM RINGS. HEAD TYPE IS OBSOLETE. WILL NEED TO CHANGE HEADS TO ADD TRIM RINGS.

(2) PAINTED HEADS IN KITCHEN. NEED TO REPLACE.

(1) PAINTED HEAD BY POINT OF SALE BAR. NEED TO REPLACE.

(1) PENDANT HEAD BY SKIBALL HAS BENT DEFLECTOR. NEED TO REPLACE.

(1) ROW OF PENDANT HEADS ARE DIRECTLY BELOW A ROW OF UPRIGHT HEADS. NEED TO REMOVE AND PLUG PENDANT HEADS AS ACTIVATION CAN LEAD TO COLD SOLDER.

(1) MISSING TRIM RING ABOVE POOL TABLE. NEED TO REPLACE.

SYSTEM WILL BE REQUIRED TO BE DRAINED TO COMPLETE WORK.

STEAMBOAT FITNESS: \$1,060

(1) PAINTED SIDEWALL HEAD BELOW STAIRS. NEED TO REPLACE.

(1) PAINTED HEAD BETWEEN WORK OUT ROOMS. NEED TO REPLACE.

(3) MISSING CONCEALED COVER PLATES. HEAD TYPE IS OBSOLETE. WILL NEED TO REPLACE HEAD AND COVER PLATE.



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SYSTEM WILL REQUIRE TO BE DRAINED TO COMPLETE WORK.

VULGAR BEAUTY: \$175

(3) MISSING TRIM RINGS. NEED TO ADD.

FOUR SEASONS: \$1,855

WALL ADDED IN UNIT HAS LEFT AREA WITHOUT SPRINKLER COVERAGE. NEED TO ADD TWO HEADS TO MAINTAIN ADEQUATE COVERAGE. THIS WORK WILL REQUIRE A PERMIT, SCOPE LETTER AND POST WORK INSPECTION FROM STEAMBOAT FIRE- INCLUDED IN PRICING.

(1) SIDEWALL HEAD IN BATHROOM IS PAINTED. NEED TO REPLACE.

SYSTEM WILL REQUIRE TO BE DRAINED TO COMPLETE WORK.

PRICING BASED ON ONE MOBILIZATION FOR ALL UNITS. IN THE EVENT THAT WORK IS SCHEDULED SEPARATELY, ADDITIONAL PRICING WILL BE REQUIRED.

PRICE IS BASED ON ONE DRAIN DOWN AND REFILL AND IS SPREAD EVENLY AMONGST AFFECTED UNITS.

NO NIGHTS AND/OR WEEKEND HOURS INCLUDED.
EXCLUDES FIRE WATCH.

EXCLUDES ANY BACKFLOW OR RISER WORK.

EXCLUDES THE RELOCATION AND/OR RAISING OF ANY MAIN OR BRANCH LINES.

PROPOSED TOTAL: **\$4,495.00**

TERMS AND CONDITIONS

The Work Authorization, together with these Terms and Conditions, constituted the entire agreement (“Agreement”) of the parties.

1. REVIEW OF AGREEMENT: The Customer specifically acknowledges that it has read and reviewed these Terms and Conditions in its entirety, understood it and agreed to its contents before signing it. Further, the person executing these Terms and Conditions represents that they have the full authority of the Customer to bind the Customer to these Terms and Conditions. Customer further agrees that these Terms and Conditions shall apply not only to the work authorized by this Work Authorization but to all other work requested by Customer in the future.

2. This Agreement is for work performed on this Work Authorization only. If Customer wants WESTERN STATES FIRE PROTECTION or SECURITY FIRE PROTECTION or any of their Divisions (MORRISTOWN AUTOMATIC SPRINKLER COMPANY, DELTA FIRE SYSTEMS, PREMIER FIRE PROTECTION, MAINLINE FIRE PROTECTION, NATIONAL FIRE SUPPRESSION, STATEWIDE FIRE PROTECTION, API SYSTEM INTEGRATORS, OMLID & SWINNEY FIRE PROTECTION & SECURITY, SIGNAL ONE FIRE AND COMMUNICATION, BRANSON SECURITY & FIRE, HARMONY FIRE PROTECTION, ARMOR FIRE PROTECTION) hereafter “Company”, to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.

3. The Company does not know and does not represent that the current fire protection system on the property of Customer (“Property”) was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property’s use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures.

The Company is NOT responsible for any damages due to: (1) incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer’s water supply, atmospheric conditions, soil quality, or any other condition at Customer’s facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

4. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from

defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company's sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of the Company by words or actions shall constitute a warranty. **THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

5. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINUNDER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.

6. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMAND'S, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINUNDER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.

7. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

8. 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 Customer's responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. Customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.



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- 9. This Agreement may not be assigned by Customer without the written consent of the Company.
10. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
11. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer's receipt of an invoice for the work, Customer shall pay an interest at the rate of 1-1/2% per month on all past due sums, together with all costs of collection, including attorney's fees.
12. The Company is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred.
13. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties.
14. COVID-19: Due to the existing pandemic involving COVID-19 and the constantly evolving situation...

Authorized Signature _____ Date: _____
Print Name: _____ PO#: _____