



UNITED STATES ALLIANCE FIRE PROTECTION INSPECTION AGREEMENT

USAfp JOB #

0Date: **7/5/12**USAfp Sales: **Mark Agostinho**Cell: **847-343-9892**Email: **mark.agostinho@usafp.us**USAfp Manager: **Greg Johnson**Cell: **847-878-9960**Email: **greg.johnson@usafp.us****Send Invoice To:**Name: **Dana Point Condos**Address: **1519 W. Central Ave.**Address: **0**City: **Arlington Heights, IL 60004**Contact: **Janice Costa**Email: **jcosta@psimanagement.net**Phone: **(847) 228-5176**Fax: **(847) 228-5190****Job Site Information**Name: **Dana Point Condos**Address: **1405 - 1615 E. Central Ave.**Address: **0**City: **Arlington Heights, IL 60004**Contact: **Janice Costa**Cell: **(847) 558-9306**Email: **jcosta@psimanagement.net**Phone: **(847) 228-5176**Fax: **(847) 228-5190****Illinois Law-All Reports Shall be Sent To:**Name: **Fire Prevention Bureau**Email: **pahlman@vah.com**City: **Arlington Heights, IL 60004**Contact: **0****Additional Reports Mailed to:**

Email:

Email:

Email:

Email:

WATER-BASED AUTOMATIC FIRE SPRINKLER INSPECTION SERVICE SUMMARY

Activity:					Frequency	Price:	Acceptance Initials:
Fire Sprinkler System Inspection & Testing**					1	Annually	\$750
Includes:	6 WET	0 DRY	0 A.F.	0 STANDPIPE			
0 -Backflow Certification							
0 -Fire Pump Performance Test							
0 -Pre-Action System & Pre-Action Detection Test							
0 -Water Storage Tanks Inspection							
0 -Private Fire Service Hydrant Flush							
0 -Foam / Suppression Testing							
Other Services:							

**Fire Sprinkler Inspections shall be preformed by N.I.C.E.T. II Certified Inspector's unless otherwise noted.

Total Price if ALL Activities are accepted:

\$750

CLARIFICATIONS

Invoice USPS. Annual wet fire sprinkler system inspection. Scheduled for 7/24/12 at 0915.**Ask about our ONE STOP SHOP capabilities: Fire Alarm, Fire Extinguisher, E-Lights, Hoods & Suppression**

SUBSCRIBER AUTHORIZATION

Printed Name:

Janice Costa**7/10/12**

*Signature, Date:

***SUBSCRIBER's agent represents that she/he is authorized to engage United States Alliance Fire Protection as set forth herein.**

U.S.F.P. CONTRACTOR ACKNOWLEDGEMENT

Printed Name:

Mark Agostinho**July 5, 2012**

Signature, Date:

Terms and Conditions (page 2) are an integral part of this document

TERMS AND CONDITIONS - PAGE 2

JOB# 0

July 5, 2012

To: Dana Point Condos

For: 1405 - 1615 E. Central Ave.

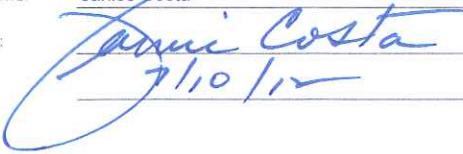
- 1 Under terms of this agreement, United States Alliance Fire Protection (hereafter referred to as 'Contractor') shall provide a specified range of services as detailed herein. Upon completion of each inspection service, approved tags will be affixed to fire protection equipment and detailed reports will be provided to the customer authorizing this agreement (hereafter referred to as Subscriber). Additionally, reports will be forwarded to authorities having jurisdiction as required by law. This agreement is limited to fire protection equipment inspections and testing services as described herein. Any additional work performed is billable at extra cost. All addendums are governed by these terms and conditions.
- 2 Subscriber bears total responsibility for status and condition of all fire protection systems inspected by Contractor.
- 3 The Contractor's potential liability arising out of its inspection services must be limited. Therefore, the liability, if any, of the Contractor to the Subscriber and/or other occupants or visitors of the property arising out of the Contractor's inspection, report, act or omission or failure to act, or any claimed breach of this agreement by the Contractor, shall in no event exceed \$5,000.00 or the total fee paid by the Subscriber (which ever is greater) for the inspection services that give rise to any such liability.
- 4 This service consists of imperfect visual inspections and pass-fail testing of specified items. It is not an engineering/design evaluation or a water supply analysis. Contractor shall report anything observed that is readily revealed through performance of work as outlined in applicable NFPA standards/editions and included by specific reference in this agreement.
- 5 Subscriber accepts and maintains responsibility for performance of all inspections, testing and maintenance activities required by law and NFPA standards not specifically described herein as being performed by Contractor.
- 6 Activities prescribed by various standards and/or codes to be performed at less frequent than annual intervals may be applicable to Subscriber's facility. Performances of these activities are not included in this agreement unless described in specific addenda.
- 7 The Contractor shall maintain accessible dry system drum drip drains from the floor while on location performing the inspection. The Subscriber shall be responsible for maintaining drum drip drains as often as needed upon our departure from the location. Contact your sales representative for additional maintenance pricing.
- 8 Subscriber acknowledges that inspections are to be performed by Contractor during standard hours of 7:00 - 5:00, Monday - Friday, excluding holidays. Any work required to be performed during other than standard hours is subject to additional charges at prevailing rates and payable by Subscriber.
- 9 Standard Contractor service includes a single inspections technician, with assistance as agreed to be provided by Subscriber. If Contractor must provide additional technicians after Subscriber has signed this agreement agreeing to provide such assistance, additional technician(s) time will be chargeable at prevailing rates.
- 10 Subscriber agrees to provide assistance for alarm silencing? (Yes / No) **YES**
- 11 Unless otherwise specified, this agreement will automatically renew annually. All changes to this agreement are to be in writing, with acknowledgement by the receiving party constituting consent to the change(s).
- 12 This is the exclusive agreement for fire protection system inspection services between Subscriber and Contractor and there are no other agreements, written or oral, which are not specifically set forth herein. If any legal action arises out of this agreement or breach thereof, Subscriber and Contractor agree that any suit shall be filed and maintained in (county of branch office), State of Illinois with prevailing party entitled to recovery of all legal fees.
- 13 All payments for planned or performed services are due upon receipt.
- 14 Non payment of services, defined as payments not received within 60-days of invoice date may void this agreement and cause discontinuance of service.
- 15 Subscriber assumes responsibility for all costs associated with collections efforts of Contractor including attorneys' fees, administrative expense or other costs.
- 16 NFPA Pamphlets may be obtained from Contractor for \$125.00 each. By signing this agreement Subscriber acknowledges familiarity with referenced standard(s) and the Owner responsibilities described therein.
- 17 When payments are processed with credit card, a 3% service fee will apply.
- 18 Subscriber shall hold Contractor harmless against any and all claims for damages arising out of any circumstances other than Contractor's demonstrated gross negligence in performance of work as described herein. Subscriber shall immediately notify Contractor of any fire protection system related incident that may cause property damage or personal injury. Upon receipt of such notification, Contractor shall immediately dispatch appropriate personnel and begin investigative efforts to determine cause and extent of damages. Unless Contractor is found to be negligent in performance of work as described herein, Subscriber waives all rights of subrogation against Contractor.

SUBSCRIBER AUTHORIZATION

Printed Name:

Janice Costa

Sign Name:


Janice Costa
7/10/12

Date:

United States Alliance Fire Protection

28427 N. Ballard Road, Unit H

Lake Forest, Illinois 60045

P: 847-816-0050

F: 847-816-0098



We support and encourage NICET certification

NFPA 25 2011-QUESTIONS FOR OWNER - PAGE 3

JOB# 0

July 5, 2012

To: Dana Point Condos

For: 1405 - 1615 E. Central Ave.

In accordance with NFPA 25, it is the Owner's or Owner's representative's responsibility to answer the following question ANNUALLY:

NFPA 25 2011	Questions	Answer
A	Is the building occupied?	Y
B	Is the fire protection system(s) in service?	Y
C	Has the occupancy & hazard of contents remained the same since the last inspection?	Y
D	Has the system remained in service without modification since the last inspection?	Y
E	Was the system free of actuation of devices or alarms since the last inspection?	Y
F	Name of property insurance company contact?	
G	Email address of property insurance contact?	
H	Owner / Representative who answered questions?	<i>JANICE COSTA</i> ✓
4.1.1.1.a	All areas of the building containing water-filled piping are maintained at a minimum of 40°F?	
4.1.1.1.b	All areas of the building containing water-filled piping are NOT exposed to freezing conditions?	
4.1.2	Has the Owner provided readily accessibility to components that require inspection or testing?	
4.1.3	Has the Owner notified the AHJ and the alarm receiving facility prior to testing devices?	
4.1.5	Has the property owner made any occupancy hazard changes since the previous inspection?	
4.1.5.2.1	Has the property owner converted office or production areas into warehousing?	
4.1.5.2.2	Has the property owner made any process or material changes?	
4.1.5.2.3	Has the property owner made any revisions or modifications to walls, mezzanines, or ceilings?	
4.1.5.2.4	Has the property owner made any changes to the buildings heating system?	
4.1.6.1	If YES, has the property owner or occupant completed an evaluation of the fire protection system?	
4.1.6.3	Where the system evaluation reveals deficiency(s) did owner make appropriate corrections?	
4.1.7.a	Responsible occupants are aware of location of shutoff valves?	
4.1.7.b	Responsible occupants are aware of procedures for shutting down the system?	
4.1.8.1	Information sign are placed at system control riser supplying anti-freeze loop, dry, pre-action, or aux. systems?	
4.1.8.1.1	Information signs identify location of the area served by the system?	
4.1.8.1.2	Information signs identify location of the auxiliary drains and low-point drains for dry and pre-action systems?	
4.1.8.1.3	Information signs identify location of anti-freeze or other auxiliary systems?	
4.1.8.1.4	Information signs identify location and presence of heat tape?	
4.3.4	Owner has as-built system installation drawings, hydraulic calculations, and original acceptance test records?	
4.8.1	Inspection, testing, and maintenance activities shall be conducted in accordance with applicable safety regulations?	
4.8.5.2	Owner confirms that NO hazardous materials are stored on site?	

ILLINOIS STATE LAW - PUBLIC ACT 096-0256

For your reference to a portion of the Illinois Law for Inspecting & Testing water-based fire sprinkler systems:

(f) Inspections and testing of existing fire sprinkler systems and control equipment must be performed by a licensee or an individual employed or contracted by a licensee. Any individual who performs inspection and testing duties under this subsection (f) must possess proof of (1) certification by a nationally recognized certification organization at an appropriate level, such as NICET Level II in Inspection and Testing of Water Based Systems or the equivalent, by January 1, 2009 or (2) satisfactory completion of a certified sprinkler fitter apprenticeship program approved by the U.S. Department of Labor. State employees who perform inspections and testing on behalf of State institutions and who meet all other requirements of this subsection (f) need not be licensed under this Act or employed by a licensee under this Act in order to perform inspection and testing duties under this subsection (f). The requirements of this subsection (f) do not apply to individuals performing inspections or testing of fire sprinkler systems on behalf of a municipality, a county, a fire protection district, or the Office of the State Fire Marshal. This subsection (f) does not apply to cursory weekly and monthly inspections of gauges and control valves conducted in accordance with the standards of the National Fire Protection Association.

A copy of the inspection report for an inspection performed pursuant to this subsection (f) must be forwarded by the entity performing the inspection to the local fire department of fire protection district in which the sprinkler system is located.

THE ROLE OF THE INSPECTOR

The function of the inspector is to look for signs of normal wear and tear or aging of the fire sprinkler system and components from the floor, not to re-verify acceptance criteria. Inspections in accordance with the NFPA 25 Standard are not intended to reveal installation flaws or code compliance violations. It is not the intent of the NFPA 25 Standard to evaluate a system year after year for compliance with an installation standard. The inspections required by NFPA 25 are specifically intended to reveal damage or normal aging of the system and components with the goal to verify that the system will function as intended. It is assumed that an existing system was reviewed and approved for compliance and commissioned properly when it was initially placed into service. It is not the intent of NFPA 25 to place the burden of a complete system evaluation on the inspector.