

Date: 9/15/13
Time: 8:00 A.M.
Job Number: LI5246
Technician: DARREN AREHART



Annual
HYDRANT FLOW TEST

Job Site Information

PSU HYDRANTS

CAMPUS WIDE
PORTLAND, OR 97210
KEN NIX 503-710-2077

Billing Information

PORTLAND STATE UNIVERSITY

P.O. BOX 751
PORTLAND, OR 97204-0751
KEVIN JOHNSON 503-998-6897

Western States fire Protection CO.

13896 Fir Street, Suite B
Oregon City, OR 97045

Phone Number (503) 657-5155 Fax Number (503) 657-5182

API Group Inc. is a member of the U.S. Green Building Council



Western States Fire Protection

Albuquerque, NM: Centennial, CO: Fort Collins, CO: Pflugerville, TX: San Antonio, TX: Nampa, ID: Casper, WY:
Lakewood, CA: Colorado Springs, CO: Houston, TX: Phoenix, AZ: Spokane, WA: Missoula, MT: Glenwood Springs, CO:
Black Hawk, SD: Grand Prairie, TX: Oregon City, OR: Redmond, WA: Sacramento, CA: Upland, CA: El Paso, TX:

National Fire Suppression

Decatur, IL: Kansas City, KS: Maryland Heights, MO:

Statewide Fire Protection

Las Vegas, NV



By signing, you hereby acknowledge having reviewed the inspection document as completed; and verify, if applicable, that the owner/occupant section questions on the inspection form were answered by the direct response of another outside the employment of Western States Fire Protection.

TERMS AND CONDITIONS

The Report of Inspection, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

- 1 This Agreement is for work performed on this Inspection only. If Customer wants 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.
- 2 The Company does not know and does not represent whether 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 has 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 are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. 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.
- 3 The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement
- 4 **and liability to the fullest extent permitted by law, for all damages or injury to 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 REPORT OF INSPECTION, 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 general liability insurance coverage and endorsements as will insure the provisions of this paragraph and upon request provide Company evidence thereof.**

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 \$500.00 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.

- 5 Customer agrees to obtain and shall be solely responsible to maintain insurance for the Property, and contents therein, and/or operations performed within or around the Property. Customer waives subrogation against, and releases Company from, any loss covered under any such property insurance policies.
- 6 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 full flow of water that may be required by tests as determined by the type of inspection.
- 7 This Agreement may not be assigned by Customer without the written consent of the Company.
- 8 Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
- 9 If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 3% per annum on all past due sums, together with all costs of collection, including attorney's fees.
- 10 enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

	KEN NIX
Owner Representatives Signature	Owner Representatives Name Printed or Typed
	DARREN AREHART
General Contractor Representatives Signature	Gen. Contractor Representatives Name Printed or Typed

Date: 8/23/13



INSPECTION REPAIR PROPOSAL

Proposal Submitted to:	PORTLAND STATE UNIVERSITY	Phone:	503-998-6897	Date:	8/23/13
Street Address:	P.O. BOX 751	Fax Number:		Date of Inspection:	September 15, 2013
City, State, Zip Code	PORTLAND, OR 97204-0751	Site Name:	PSU HYDRANTS	INSPECTOR:	DARREN AREHART
To The Attention of:	KEVIN JOHNSON	Job Location:	CAMPUS WIDE	Job Number:	LI5246

SCOPE OF WORK INCLUDED IN THIS PROPOSAL

All previous noted comments or suggested improvements can be repaired at a time and material basis. A fixed cost price could be quoted with ample time allowances.

ALL WORK TO BE DONE DURING OUR NORMAL WORKING HOURS MONDAY THROUGH FRIDAY

ALL WORK TO BE DONE DURING OUR NORMAL WORKING HOURS MONDAY THROUGH FRIDAY

EXCLUSIONS: Work beyond repair of the deficiencies noted above.

TERMS

TIME AND MATERIALS - Western States Fire Protection proposes to complete the work described above for an hourly labor rate of \$95.00 per hr for field labor. parts delivery, project design if required, and project management if required.

PAYMENT: Payment is to be made in monthly as work progresses to the value of 100 percent of all work completed and all materials uses or stored on site. Payments of the amount billed shall be paid within 30 days from receipt of each invoice.

LIMITATION OF WESTERN STATES FIRE PROTECTION COMPANY LIABILITY

CLIENT ACKNOWLEDGES THAT WESTERN STATES FIRE PROTECTION COMPANY IS NOT AN INSURER AND THAT THE PAYMENTS MADE TO WESTERN STATES FIRE PROTECTION COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO WESTERN STATES FIRE PROTECTION COMPANY RESULTING FROM THE WORK TO BE PERFORMED BY WESTERN STATES FIRE PROTECTION COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF WESTERN STATES FIRE PROTECTION COMPANY, ITS' OFFICERS, DIRECTORS, EMPLOYEES AND WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE WESTERN STATES FIRE PROTECTION COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT.

THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE SUSTAINED BY CLIENT, CONTRACTOR OR SUBCONTRACTORS, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM.

THIS LIMITATION OF LIABILITY SHALL BE ENFORCEABLE. 1.) REGARDLESS OF THE AMOUNT OF ANY ACTUAL DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE LOSS OR DAMAGE IN ISSUE IS CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, DEFECTIVE PRODUCTS, VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT, OR OTHER FAULT OF WESTERN STATES FIRE PROTECTION COMPANY OR WESTERN STATES FIRE PROTECTION COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. IF PAYMENT FOR WORK PROVIDED IN THIS AGREEMENT IS NOT PAID WHEN DUE, CLIENT AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEYS FEES AS WELL AS INTEREST COMPUTED AT THE HIGHEST RATE ALLOWABLE BY APPLICABLE STATE LAW.

ACCEPTANCE OF CONTRACT/PROPOSAL

THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Please contact : Bryan Kelley at phone number: (503) 657-5155

Name

Signature