

ORDINANCE NUMBER 3167

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS WITH INTERNATIONAL FIRE PROTECTION INC., FOR FIRE INSPECTIONS AT THE VESTAVIA HILLS CITY HALL, POLICE DEPARTMENT AND CIVIC CENTER

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to execute and deliver agreements for fire inspection services from International Fire Protection, Inc., for fire inspection services at the Vestavia Hills City Hall, the Police Department/Court building and the Civic Center; and
2. A copy of said agreements is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3167 as if written fully therein; and
3. This Ordinance Number 3167 is effective immediately following adoption and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 27th day of March, 2023.



Ashley C. Curry
Mayor

ATTESTED BY:

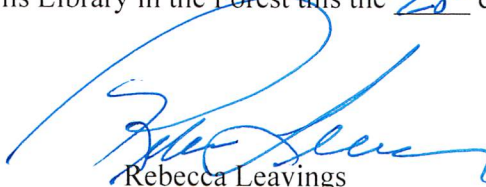


Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #3166 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 27th day of March, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the 28th day of March, 2023.



Rebecca Leavings
City Clerk



INSPECTION AGREEMENT

This Agreement dated Jan. 25, 2023 hereinafter referred to as "the Agreement," by and between **International Fire Protection, Inc.** hereinafter referred to as "Company," and Vestavia Hills Civic Center with offices for the purposes of billing and legal service as noted below in "Owners and/or Authorized Representative's Information" hereinafter called "Customer." hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Customer, hereinafter referred to as "the Property."

SECTION I: Owner's and/or Authorized Representative's Information

The Customer represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.

OWNER		AUTHORIZED REPRESENTATIVE	
Name :	_____	Name :	_____ <u>Mark Gibbs</u>
Title:	_____	Title:	_____
Address:	_____	Address:	_____ <u>1090 Montgomery Highway</u>
	_____		_____ <u>Vestavia Hills, AL 35216</u>
Phone :	_____	Phone :	_____ <u>205-283-9975</u>
Mobile:	_____	Mobile:	_____ <u>205-283-9975</u>
e-Mail:	_____	e-Mail:	_____ <u>Mgibbs@vhal.org</u>

BILLING INFORMATION (if different from owner or rep)		SCHEDULING CONTACT	
C/O	_____ <u>Vestavia Hills Civic Center</u>	Name :	_____ <u>Mark Gibbs</u>
Address:	_____ <u>1090 Montgomery Highway</u>	Title:	_____
	_____ <u>Vestavia Hills, AL 35216</u>	Address:	_____ <u>1090 Montgomery Highway</u>
Contact:	_____		_____ <u>Vestavia Hills, AL 35216</u>
Phone :	_____ <u>0</u>	Phone :	_____ <u>205-283-9975</u>
e-Mail:	_____ <u>Mgibbs@vhal.org</u>	Mobile:	_____ <u>205-283-9975</u>
Invoice to be:	_____	e-Mail:	_____ <u>Mgibbs@vhal.org</u>
PO Required:	_____	REPORT:	_____

PROPERTY INFORMATION	
Name of Property to be inspected:	_____ <u>Vestavia Hills Civic Center</u>
Property Physical Address:	_____ <u>1090 Montgomery Highway</u>
	_____ <u>Vestavia Hills, AL 35216</u>

Note : If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

INSPECTION AGREEMENT

SECTION II: SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

DESCRIPTION	QUANTITY	Frequency	2/1/2023	2/1/2024	2/1/2025
			1/31/2024	1/31/2025	1/31/2026
			YEAR 1	YEAR 2	YEAR 3
Fire Alarm Inspection	1	Annual	\$2,080	\$2,080	\$2,080
Control Panel	1				
Alarm System Power Booster	2				
Annunciators	1				
Pull station	12				
Smoke Detector	24				
Duct Detector	17				
Elevator Recall	4				
Customer to coordinate with elevator company to have on site					
Fire Sprinkler Inspection	1	Annual	\$1,040	\$1,040	\$1,040
Annual Wet System	2				
Annual Walk Through	1				
Fire Extinguisher	1	Annual	\$200	\$200	\$200
Fire Extinguishers	30				



INSPECTION AGREEMENT

Fire Alarm Inspection	1	Semi-Annual	\$520	\$520	\$520
Control Panel	1				
Alarm System Power Booster	2				
Annunciators	1				
Fire Sprinkler Inspection	1	Semi-Annual	\$520	\$520	\$520
Wet System	2				
Fire Sprinkler Inspection	2	Quarterly	\$520	\$520	\$520
Quarterly Wet System	2				
Fire Alarm Monitoring	1	24/7	\$700	\$700	\$700
Install of cell dialer and program fee will be included with Fire Alarm Install					
Proposal is based on inspections being performed during normal business hours of 7am - 4pm, Mon - Fri					
Base Bid Total P/ Year Annual Cost			\$5,580	\$5,580	\$5,580

NOTE AND SPECIAL PROVISIONS

Scopes with the same frequency shall be completed in the same inspection period

Inspections to be performed during the following hours:		
X	Normal Business Hours (NBH), 7am-4pm, Mon-Fri	\$0 p/year <u>additional charge</u>
	After Hours and/or Saturday	\$2,440 p/year <u>additional charge</u>
	Double Time, Sundays & Holidays	\$4,880 p/year <u>additional charge</u>

INSPECTION AGREEMENT

SECTION III: AGREEMENT TERM

TERM					Breakout Per Year			
	Term	Dates		Full Contract Value	INSPECTION	MONITORING	TOTAL P/YR	
	1 Year Term	9/1/2022	-	8/31/2023	\$5,580	\$4,880	\$700	\$5,580
	2 Year Term	9/1/2023	-	8/30/2024	\$11,160	\$4,880	\$700	\$5,580
X	3 Year Term	9/1/2024	-	8/31/2025	\$16,740	\$4,880	\$700	\$5,580
FULL CONTRACT VALUE					\$16,740			

UPON RENEWAL DATE, CONTRACTS WILL AUTOMATICALLY RENEW WITH AN INCREASE UNLESS NOTIFIED IN ADVANCE BY A 30 DAY WRITTEN NOTICE.

Multi-year contracts will not have yearly increases until full term has expired

SECTION IV: PAYMENT SCHEDULE

In consideration of the above outlined service(s) the Customer agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

PROPERTY INFORMATION	
	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Upon Completion of Inspection <input type="checkbox"/> Other

NOTES:

1. Year 1 of monitoring does *not* include any applicable reprogram fees; a one-time separate invoice will be issued if applicable.
2. Monitoring services are billed separately through Cornerstone.

INSPECTION AGREEMENT

SECTION V: TERMS AND CONDITIONS

1. **SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. **TERMS AND RENEWAL OF AGREEMENT:** Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: ~~TERM (the initial term). AT THE CONCLUSION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. COMPANY WILL REVIEW SCOPE OF WORK PRIOR TO AUTOMATIC RENEWAL TERM AND MAY ADJUST PRICING. CHANGES IN PRICING WILL BE COMMUNICATED TO CUSTOMER AT LEAST 30 DAYS PRIOR TO RENEWAL DATE.~~

3. **PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor including any per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement. Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of one and one-half (1 ½%) per month on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Customer remains liable for the entire balance of the Annual Service Fees for the full term of the contract. If Customer terminates this Agreement prematurely without cause, post cancellation rates for requested inspection services or for basic or emergency service shall not exceed 115% of the prior year.

4. **INSPECTIONS AND SERVICE:** For the amount shown in Section III of this agreement, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

A. Periodic inspections of the fire protection equipment described in our proposal means to inspect, test, and adjust the systems to verify components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the sprinklers, pipe, fittings, and other components that are accessible. Company is not responsible for inspecting any components that are in concealed spaces or inaccessible, including attics. Inspections are visual and from the floor of the facility, and only for the conditions listed in the inspection report in accordance with Company's scope of work and NFPA 25. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition and Customer is unable to or unwilling to make the changes necessary for Company to perform the work, Company shall have the right, at its discretion, to cancel this Agreement. Alternatively, and in the sole determination of the Company, if portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

INSPECTION AGREEMENT

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the Company's current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agrees to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

5. LIMITATION OF LIABILITY: CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS. ~~OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE 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, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE ITS INSURANCE COMPANY TO ADD AN ENDORSEMENT TO ITS GENERAL LIABILITY AND WORKER'S COMPENSATION POLICIES SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.~~

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

INSPECTION AGREEMENT

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE EXISTING CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER IF NOT INSTALLED BY COMPANY 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, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANTY THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBILITIES OF CUSTOMER: The Customer agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. ~~INDEMNIFICATION. COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.~~

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the Company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

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- C. Company will provide necessary test equipment required to perform service(s) under this Agreement.
- D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.
11. **NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS.** Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.
12. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.
13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.
14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.
15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.
16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.
17. **RECEIPT AND REVIEW OF AGREEMENT.** The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.
18. **"COMPLIANCE WITH TITLE 41-16-52 CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. International Fire Protection, Inc. represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."
19. **IMMIGRATION.** By signing this agreement, the contract parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

OTHER INCLUSIONS, EXCLUSIONS OR ATTACHMENTS:

*General Exclusions: Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.



INSPECTION AGREEMENT

MONITORING ACKNOWLEDGEMENT

*Monitoring: One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. There are special policies and handling procedures for the following accounts:

Accounts with Frequent Alarm Occurrences (FAO) that send excessive activity for three consecutive months will receive a special assessment up to \$0.72 per signal.

“Runaway” accounts with an unusually large number of signals in a 24-hour period will be billed up to \$0.15 per signal.

If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at companies current Time & Material Rates.

* Pricing: The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

*Coverage: Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at companies current Time & Material Rates.

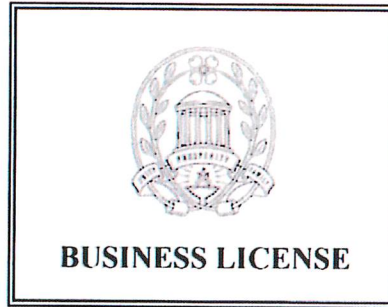
Company	INTERNATIONAL FIRE PROTECTION	SUBSCRIBER	Vestavia Hills Civic Center
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<p>Name : _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Phone : _____</p> <p>Signed: _____</p> <p>Date: _____</p>	<p>Name : _____</p> <p>Title: <u>City Manager/ Mayor</u></p> <p>Address: _____</p> <p>Phone : _____</p> <p>Signed: <u>Jeffrey D. Curry / Ashley C. Curry</u></p> <p>Date: <u>2-20-2023</u></p>
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CITY OF VESTAVIA HILLS

1032 Montgomery Highway

Vestavia Hills, AL 35216



LICENSE YEAR: 2023

LICENSE TYPE: Contractor - 238100

LICENSE NUMBER: 838

EXPIRATION DATE: December 31, 2023

FEES: \$162.00

ISSUED TO: International Fire Protection, Inc

CONTRACTOR ADDRESS: 243 Royal Drive Madison AL 35758

CONTRACTOR PHONE NUMBER: 256-562-1311

Keith Blanton
Building Official

CITY OF VESTAVIA HILLS



INSPECTION AGREEMENT

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SECTION I: Owner's and/or Authorized Representative's Information

The Customer represents that the following information is true and correct and understands that the Company is relying upon the accuracy of this information for the purposes of this Agreement.

OWNER		AUTHORIZED REPRESENTATIVE	
Name :	_____	Name :	_____ Mark Gibbs _____
Title:	_____	Title:	_____
Address:	_____	Address:	_____ 1032 Montgomery Highway _____ _____ Vestavia Hills, AL 35216 _____
Phone :	_____	Phone :	_____ 205-283-9975 _____
Mobile:	_____	Mobile:	_____ 205-283-9975 _____
e-Mail:	_____	e-Mail:	_____ mgibbs@vhal.org _____

BILLING INFORMATION (if different from owner or rep)		SCHEDULING CONTACT	
C/O	_____ City of Vestavia Hills _____	Name :	_____ Mark Gibbs _____
Address:	_____ 1032 Montgomery Highway _____ _____ Vestavia Hills, AL 35216 _____	Title:	_____
Contact:	_____	Address:	_____ 1032 Montgomery Highway _____ _____ Vestavia Hills, AL 35216 _____
Phone :	_____ 0 _____	Phone :	_____ 205-283-9975 _____
e-Mail:	_____ mgibbs@vhal.org _____	Mobile:	_____ 205-283-9975 _____
Invoice to be:	_____	e-Mail:	_____ mgibbs@vhal.org _____
PO Required:	_____	REPORT:	_____

PROPERTY INFORMATION	
Name of Property to be inspected:	_____ Vestavia Hills City Hall and Police Dept. _____
Property Physical Address:	_____ 1032 Montgomery Highway _____ _____ Vestavia Hills, AL 35216 _____

Note : If this Agreement is signed by a person other than the owner, he or she certifies by their signature hereon that they are authorized to act as the property owner's agent and as such may enter into binding agreement(s) on behalf of the property owner.

INSPECTION AGREEMENT

SECTION II: SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work:

DESCRIPTION	QUANTITY	Frequency	2/1/2023	2/1/2024	2/1/2025
			1/31/2024	1/31/2025	1/31/2026
			YEAR 1	YEAR 2	YEAR 3
Fire Alarm Inspection	1	Annual	\$2,080	\$2,080	\$2,080
Control Panel	3				
Alarm System Power Booster	2				
Annunciators	0				
Pull station	12				
Smoke Detector	18				
Duct Detector	19				
Heat Detector	1				
Elevator Recall	0				
Customer to coordinate with elevator company to have on site					
Fire Sprinkler Inspection	1	Annual	\$1,040	\$1,040	\$1,040
Annual Wet System	3				
Annual Pre-action System	1				
Annual Walk Through	1				
Fire Extinguisher	1	Annual	\$200	\$200	\$200
Fire Extinguishers	31				
Excludes hydro testing, recharges, 6 Year Tear Down and new extinguishers					



INSPECTION AGREEMENT

Fire Alarm Inspection	1	Semi-Annual	\$520	\$520	\$520
Control Panel	3				
Alarm System Power Booster	2				
Fire Sprinkler Inspection	1	Semi-Annual	\$520	\$520	\$520
Wet System	3				
Pre-action System	1				
Fire Sprinkler Inspection	2	Quarterly	\$1,040	\$1,040	\$1,040
Quarterly Wet System	3				
Quarterly Pre-action System	1				
Fire Alarm Monitoring	1	24/7	\$700	\$700	\$700
Install of cell dialer and program fee will be included with Fire Alarm Install					
Proposal is based on inspections being performed during normal business hours of 7am - 4pm, Mon - Fri					
Base Bid Total P/ Year Annual Cost			\$6,100	\$6,100	\$6,100

NOTE AND SPECIAL PROVISIONS

Scopes with the same frequency shall be completed in the same inspection period

Inspections to be performed during the following hours:		
<input checked="" type="checkbox"/>	Normal Business Hours (NBH), 7am-4pm, Mon-Fri	\$0 p/year <u>additional charge</u>
<input type="checkbox"/>	After Hours and/or Saturday	\$2,700 p/year <u>additional charge</u>
<input type="checkbox"/>	Double Time, Sundays & Holidays	\$5,400 p/year <u>additional charge</u>

INSPECTION AGREEMENT

SECTION III: AGREEMENT TERM

TERM					Breakout Per Year		
	<u>Term</u>	<u>Dates</u>		<u>Full Contract Value</u>	<u>INSPECTION</u>	<u>MONITORING</u>	<u>TOTAL P/YR</u>
	1 Year Term	9/1/2022	- 8/31/2023	\$6,100	\$5,400	\$700	\$6,100
	2 Year Term	9/1/2023	- 8/30/2024	\$12,200	\$5,400	\$700	\$6,100
X	3 Year Term	9/1/2024	- 8/31/2025	\$18,300	\$5,400	\$700	\$6,100
FULL CONTRACT VALUE				\$18,300			

Multi-year contracts will not have yearly increases until full term has expired

SECTION IV: PAYMENT SCHEDULE

In consideration of the above outlined service(s) the Customer agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

PROPERTY INFORMATION	
	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Upon Completion of Inspection <input type="checkbox"/> Other

NOTES:

- Year 1 of monitoring does *not* include any applicable reprogram fees; a one-time separate invoice will be issued if applicable.
- Monitoring services are billed separately through Cornerstone.

INSPECTION AGREEMENT

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). ~~AT THE CONCLUSION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. COMPANY WILL REVIEW SCOPE OF WORK PRIOR TO AUTOMATIC RENEWAL TERM AND MAY ADJUST PRICING. CHANGES IN PRICING WILL BE COMMUNICATED TO CUSTOMER AT LEAST 30 DAYS PRIOR TO RENEWAL DATE.~~

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor including any per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement. Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of one and one-half (1 ½%) per month on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Customer remains liable for the entire balance of the Annual Service Fees for the full term of the contract. If Customer terminates this Agreement prematurely without cause, post cancellation rates for requested inspection services or for basic or emergency service shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the amount shown in Section III of this agreement, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

A. Periodic inspections of the fire protection equipment described in our proposal means to inspect, test, and adjust the systems to verify components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the sprinklers, pipe, fittings, and other components that are accessible. Company is not responsible for inspecting any components that are in concealed spaces or inaccessible, including attics. Inspections are visual and from the floor of the facility, and only for the conditions listed in the inspection report in accordance with Company's scope of work and NFPA 25. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition and Customer is unable to or unwilling to make the changes necessary for Company to perform the work, Company shall have the right, at its discretion, to cancel this Agreement. Alternatively, and in the sole determination of the Company, if portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

INSPECTION AGREEMENT

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the Company's current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agrees to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

~~5. LIMITATION OF LIABILITY: CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS, OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE 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, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE ITS INSURANCE COMPANY TO ADD AN ENDORSEMENT TO ITS GENERAL LIABILITY AND WORKER'S COMPENSATION POLICIES SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.~~

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

INSPECTION AGREEMENT

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE EXISTING CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER IF NOT INSTALLED BY COMPANY 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, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANTY THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND OR INSTALL THIS EQUIPMENT.

8. RESPONSIBILITIES OF CUSTOMER: The Customer agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. ~~INDEMNIFICATION. COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.~~

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the Company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

INSPECTION AGREEMENT

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. **NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS.** Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.

12. **LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. **ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. **ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. **INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings, or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. **RECEIPT AND REVIEW OF AGREEMENT.** The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.

18. **"COMPLIANCE WITH TITLE 41-16-52 CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. International Fire Protection, Inc. represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

19. **IMMIGRATION.** By signing this agreement, the contract parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

OTHER INCLUSIONS, EXCLUSIONS OR ATTACHMENTS:

*General Exclusions: Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.



INSPECTION AGREEMENT

MONITORING ACKNOWLEDGEMENT

*Monitoring: One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. There are special policies and handling procedures for the following accounts:

Accounts with Frequent Alarm Occurrences (FAO) that send excessive activity for three consecutive months will receive a special assessment up to \$0.72 per signal.

"Runaway" accounts with an unusually large number of signals in a 24-hour period will be billed up to \$0.15 per signal.

If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at companies current Time & Material Rates.

* Pricing: The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

*Coverage: Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at companies current Time & Material Rates.

Company	INTERNATIONAL FIRE PROTECTION	SUBSCRIBER	City of Vestavia Hills
---------	-------------------------------	------------	------------------------

Name :	Name :
Title:	Title: <u>City Manager / Mayor</u>
Address:	Address: _____
Phone :	Phone : _____
Signed:	Signed: <u>Jeffrey D. Curry / Ashley C. Curry</u>
Date:	Date: <u>2-20-2023</u>

CITY OF VESTAVIA HILLS

1032 Montgomery Highway

Vestavia Hills, AL 35216



LICENSE YEAR: 2023

LICENSE TYPE: Contractor - 238100

LICENSE NUMBER: 838

EXPIRATION DATE: December 31, 2023

FEES: \$162.00

ISSUED TO: International Fire Protection, Inc

CONTRACTOR ADDRESS: 243 Royal Drive Madison AL 35758

CONTRACTOR PHONE NUMBER: 256-562-1311

Keith Blanton
Building Official

CITY OF VESTAVIA HILLS



**CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO**

March 27, 2023

To: Jeff Downes, City Manager

Cc: Zach Clifton, Asst. Finance Director

From: Mark Gibbs, Chief of Building Maintenance

RE: Public Hearing - Ordinance Number 3167 - An Ordinance authorizing the Mayor and City Manager to execute and deliver an agreement with International Fire for fire safety inspection services for the City Hall, VHPD, and Civic Center

Background:

Inspection services have been conducted on a quarter-to-quarter basis with no actual scheduled services for routine and pricing agreement

Recommendation:

This will begin a formal agreement with scheduling services of all three buildings, help to monitor routine inspections and freeze pricing.

Fiscal Impact:

Inspections shall be expensed from the City's General fund as follows: City Hall/VHPD at \$5,580 per year and Civic Center at \$6,100 per year; both for a period of 3 years.

Attachments:

1. Ordinance 3167