



National Hose Testing Specialties, Inc.

January 11, 2019

Valued NHTS Customer,

We hope this letter finds you well and your department running smoothly. National Hose Testing Specialties, Inc. is set to begin our 30th year of fire hose and ground ladder testing. The support and loyalty our customers show us year after year is incredible and we are extremely grateful for the working relationships with you all.

Enclosed is your 2019 hose and/or ground ladder testing agreement. If you wish to utilize our services in 2019, please sign and return these documents at your earliest convenience so that we can include your department in our schedule. We continue to offer 3-year agreements at the enclosed current agreement price. We hope this helps you with the budgeting challenges you may face. If you wish to begin or continue a 3-year agreement with NHTS, Inc., simply note it in the "Special Instructions" area on the agreements.

We would like to stay current with accurate department information, so also enclosed is a customer information sheet. From test locations, contact info changes, etc., keeping your current contact info helps to assist us in providing the best service possible.

In 2017 we officially began providing hydrostatic nozzle and appliance testing. The interest that departments have shown has been great! This service is being offered at the same level of professionalism, safety and accuracy as our other services. We utilize our own custom-built testing equipment and follow the current NFPA Standard. If you are interested in finding out more about this service, please call at your earliest convenience, or note on your agreement that you would like a follow-up call from us.

2018 has been our best year yet. Just like any business, you have situations that make you take a step back, learn from it and grow. We take every aspect of these services that we provide you with a great deal of concern for safety, accuracy and quality. While we celebrate 30 years of success, we also know the importance of finding ways to improve our service year after year.

Thank you for your business and continued loyalty. We will contact you in the near future to begin the process of scheduling a tentative test date.

Respectfully,

Anna Ficek
President, Administration & Finance
National Hose Testing Specialties, Inc.
anna@nhts.com
Ph: (503) 623-9422 Cell: (503) 428-4971

Tom Moore
V.P. of Operations
National Hose Testing Specialties, Inc.
tom@nhts.com
Ph: (503) 623-9422 Cell: (503) 784-5720

National Hose Testing Specialties, Inc.

1572 SE Howe St., P.O. Box 1024
Dallas, OR 97338

Ph: (503) 623-9422 ■ Fax: (503) 623-7424 ■ Toll-Free: (877) 873-6487
Web: www.nhts.com ■ Email: info@nhts.com



WWW.NHTS.COM

National Hose Testing Specialties, Inc.

2019 FIRE HOSE TESTING AGREEMENT

Date issued: January 11th, 2019

Dept. ID # OR212

This agreement is entered into by and between National Hose Testing Specialties, Inc., a corporation (hereinafter known as, **National**) and **"Newport Fire Department"**, a municipal corporation, district or political subdivision of the State of **Oregon** (hereinafter known as, **Department**).

THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE.

1. **Department** hereby engages **National** and **National** agrees to unload, pressure test, re-load, conduct physical inspections and to provide test documentation on the fire hoses of **Department** per **Department's** Special Instructions, if any, and according to the National Fire Protection Association 1962 Standard for the Care, Use, Inspection, Service Testing and Replacement of Fire Hose, Couplings and Nozzles and Fire Hose Appliances, utilizing the 2013 Edition, or current edition, (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a physical inspection, prior to pressure testing, as specified in the NFPA Standard. All hoses failing physical inspection shall be identified and tagged for removal from service, without being pressure tested. **Department** shall be responsible to store or discard any hose tagged by **National**. If **Department** elects to place back into service any hose tagged by **National**, **Department** shall be responsible for service testing the hose prior to placing it back into service.
 - b. **National** shall conduct service pressure test in accordance with Chapter 4 of NFPA Standard, 2013 Edition.
 - c. **National** shall service test all attack fire hose to a minimum of 300 psi and all supply fire hose to a minimum of 200 psi regardless of manufactured date unless specified differently by **Department**. See "**Department's** Special Instructions" for requested test pressure changes. **National** shall not test any hoses higher than 400 psi, this being agreed with the **Department**, by the signing of this agreement.
 - d. **National** shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to **Department**.
 - e. **Department** shall inspect all hose loads and connections on all apparatus prior to placing back into service.
 - f. **National**, within thirty (30) days of completed service, shall deliver to **Department** final test documentation. Documentation provided on CD, to include date of test, service test pressure, diameter, length, hose identification number, test results as to each length of hose and a hard copy of summary reports for all hoses tested and in inventory.
 - g. **National** shall provide hydrostatic equipment required to perform **Department's** hose test.
 - h. **Department** shall provide **National** a suitable location for performance of the service test. The location shall include an adequate water source for **National's** hydrostatic equipment, which water shall be provided by **Department**.
 - i. **Department** shall make available to **National** all hoses to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - j. **Department** will assemble any specialty hose packs (i.e. grass packs, forestry packs) following testing by **National**.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, **Department** agrees to pay **National** 24 cents per foot, times 18,754 feet; with actual hose tested per documentation being used for billing which may increase or decrease final invoice.
4. Fire hoses handled by **National** that are to be removed from apparatus or service at the **Department's** request due to age or other factors and not pressure tested will be subject to 14 cents per foot handling fee. Full payment is due upon delivery by **National** of its final test documentation.
5. To the extent permitted by law, including without limitation to the Oregon Tort Claims Act (or its counterpart statute in any other state), **Department** agrees to release and to defend, indemnify and hold **National** harmless from any claims, liabilities, demands, damages or actions for property damage, personal injury or death, and any claims incident thereto, including attorney fees and costs incurred in defense thereof, arising out of or relating to the failure for any reason of any hose tested and certified by **National** unless it can be established by clear and convincing evidence that **National** breached its obligation to test said hose and accurately report the result thereof in accordance with the terms of this contract and that said hose was not, as of the date tested, in fact capable of withstanding the standard test pressure established by the said NFPA Standard when tested according to the procedures therein.
6. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____

7. **National** will not be bound by any of **Department's** Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated this 11th day of January, 2019

Dated this 29th day of January, 2019

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Bob Evans

[Signature]

Signature
Bob Evans, President

Signature
Title: City Manager

Return to: National Hose Testing Specialties, Inc., P.O. Box 1024, Dallas, OR 97338 or fax to (503) 623-7424 or email to anna@nhts.com
Note: The terms of this agreement are void if not signed and returned within three months of date of issue (white copy/office, yellow copy/customer).

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 - g. **National** shall provide hydrostatic equipment required to perform **Department's** hose test.
 - h. **Department** shall provide **National** a suitable location for performance of the service test. The location shall include an adequate water source for **National's** hydrostatic equipment, which water shall be provided by **Department**.
 - i. **Department** shall make available to **National** all hoses to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - j. **Department** will assemble any specialty hose packs (i.e. grass packs, forestry packs) following testing by **National**.
2. The service test date(s) will be established by agreement between the parties.
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4. Fire hoses handled by **National** that are to be removed from apparatus or service at the **Department's** request due to age or other factors and not pressure tested will be subject to 14 cents per foot handling fee. Full payment is due upon delivery by **National** of its final test documentation.
5. To the extent permitted by law, including without limitation to the Oregon Tort Claims Act (or its counterpart statute in any other state), **Department** agrees to release and to defend, indemnify and hold **National** harmless from any claims, liabilities, demands, damages or actions for property damage, personal injury or death, and any claims incident thereto, including attorney fees and costs incurred in defense thereof, arising out of or relating to the failure for any reason of any hose tested and certified by **National** unless it can be established by clear and convincing evidence that **National** breached its obligation to test said hose and accurately report the result thereof in accordance with the terms of this contract and that said hose was not, as of the date tested, in fact capable of withstanding the standard test pressure established by the said NFPA Standard when tested according to the procedures therein.
6. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

DEPARTMENT'S SPECIAL INSTRUCTIONS: _____

7. **National** will not be bound by any of **Department's** Special Instructions unless it has agreed to be bound and signed or initialed the Special Instructions prior to testing. If agreed, **National** shall return an initialed copy to **Department**.

Dated this 11th day of January, 2019

Dated this 29th day of January, 2019

NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Signature
Bob Evans, President

Signature
Title: City Manager

Return to: National Hose Testing Specialties, Inc., P.O. Box 1024, Dallas, OR 97338 or fax to (503) 623-7424 or email to anna@nhts.com

Note: The terms of this agreement are void if not signed and returned within three months of date of issue (white copy/office, yellow copy/customer).

A Convenience Fee of 2.5% will be assessed on the total payment amount for **credit & debit transactions**.



National Hose Testing Specialties, Inc.

2019 GROUND LADDER TESTING AGREEMENT

Date issued: January 11th, 2019

Dept. ID # **OR212**

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THIS DOCUMENT MUST BE SIGNED AND RETURNED PRIOR TO YOUR SERVICE TEST DATE

1. **Department** hereby engages **National** and **National** agrees to conduct physical inspection, horizontal bending test, roof hook test, hardware test, and to provide test documentation on the ground ladders of **Department**, per **Department's** Special Instructions (if any) and according to the National Fire Protection Association 1932 Standard for the Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders, 2015 Edition, or current edition (hereinafter known as, NFPA Standard).
 - a. **National** shall conduct a visual inspection, as specified in Chapter 6.1.3 of NFPA Standard. All ladders failing visual inspection shall be tagged for removal of service or repaired by **Department**.
 - b. **National** shall conduct service testing in accordance with Chapter 7 of NFPA Standard. Service testing will be as specified in Chapter 7.1 of NFPA Standard, unless **Department** specifies altered service testing. (See **Department's** Special Instructions).
 - c. **National** shall inspect and replace heat sensors as in Chapter 6.2.10.1.
 - d. **National**, within thirty - (30) days of completed service, shall deliver to **Department** final test documentation. Documentation to include but not limited to the Ground Ladder record information as in Chapter 7.1.7. Documentation is provided on CD and a hardcopy of summary reports for all ground ladders tested and in inventory.
 - e. **National** shall provide service-testing equipment required to perform **Department's** ground ladder service test.
 - f. **Department** shall provide **National** a suitable location for performance of the service test.
 - g. **Department** shall make available to **National** all ground ladders to be tested at the time and place established for the conduct of the service testing and shall disclose to **National** any known defects or dangerous conditions therein.
 - h. **Department** shall be responsible for all repairs deemed necessary in accordance with manufacturer's instructions, as specified in Chapter 6.1.4.2 of NFPA Standard.
 - i. **National** shall inspect all apparatus after completion of testing and reloading for accuracy as found or requested by department prior to releasing to **Department**.
 - j. **Department** shall inspect all apparatus prior to placing back into service.
2. The service test date(s) will be established by agreement between the parties.
3. Based on the footage estimate provided, **Department** agrees to pay **National** \$2.25 per foot, times 411 feet; with actual footage tested per documentation being used for billing. Full payment is due upon delivery of final test documentation by **National**.
4. **Department** agrees to pay **National** for heat sensor labels installed based on the following cost each: \$2.00 per label plus any state and local sales tax as required.
5. To the extent permitted by law, including without limitation to the Oregon Tort Claims Act (or its counterpart statute in any other state), **Department** agrees to release and to defend, indemnify and hold **National** harmless from any claims, liabilities, demands, damages or actions for property damage, personal injury or death, and any claims incident thereto, including attorney fees and costs incurred in defense thereof, arising out of or relating to the failure for any reason of any ladder tested by **National** unless it can be established by a preponderance of the evidence that **National** breached its obligation to test said ladder and accurately report the result thereof in accordance with the terms of this contract and that said ladder was not, as of the date tested, in fact capable of withstanding the standard test established by the said NFPA Standard when tested according to the procedures therein.
6. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

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Bob Evans

[Signature]

Signature
Bob Evans, President

Signature
Title: City Manager

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6. In the event of suit or litigation arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover judgment for its reasonable attorney fees as may be awarded by the Court in which such suit or action is tried, heard or decided, and any appeal there from.

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NATIONAL HOSE TESTING SPECIALTIES, INC.

AUTHORIZED DEPARTMENT REPRESENTATIVE

Bob Evans

[Signature]

Signature
Bob Evans, President

Signature
Title: City Manager

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Note: The terms of this agreement are void if not signed and returned within three months of date of issue (white copy/office, yellow copy/ customer).

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National Hose Testing Specialties, Inc.

Western Division

P.O. Box 1024 - Dallas, OR 97338 (503) 623-9422

DEPARTMENT INFORMATION SHEET

Please return the signed agreement(s) and THIS completed page to:

Mail: National Hose Testing Fax: (503) 623-7424 Email: anna@nhts.com
 Specialties, Inc. or or
 P.O. Box 1024
 Dallas, OR 97338

Department Name:	
<i>Fire Chief:</i>	
<i>Phone:</i>	
<i>Email:</i>	
Primary Contact for Services/Scheduling:	
<i>Title:</i>	
<i>Contact Telephone #1:</i>	
<i>Contact Telephone #2:</i>	
<i>Contact Email:</i>	
<i>Test Site Address:</i>	
<i>City/State:</i>	
Send Invoices to the Attention:	
<i>Mailing Address:</i>	
<i>City/State:</i>	
<i>Contact Telephone #:</i>	
Send Documentation to the Attention:	
<i>Mailing Address:</i>	
<i>City/State:</i>	
<i>Contact Telephone #:</i>	
Optional Info:	
<i>Additional Email:</i>	
<i>Department Website:</i>	
<i>Additional Contact (1) and Telephone #:</i>	
<i>Additional Contact (2) and Telephone #:</i>	

PO # (if applicable) _____

Payment: Full payment is due upon delivery by NHTS, Inc. of its final test documentation. A **Convenience Fee of 2.5%** will be assessed on the total payment amount for **credit & debit transactions**.

Acceptance

Please review, sign and send the agreement(s) for the services you wish to schedule, unless you are currently in a multi-year agreement. We will contact you to set up a test date and discuss any further questions you may have.