

# EXHIBIT A - SCOPE OF WORK



**Proposal for Inspection Services**  
Proposal: 209343 rev. 0 Date: 3/27/2023

Submitted To (Customer):		Provided By:	
<b>Physicians Realty Trust</b>	Tyler Ault	<b>Koorsen Fire &amp; Security</b>	Nate Dobson
309 N Water St Ste 500	tault@cornerstonecompanies.com	1131 Air Dr	nate.dobson@koorsen.com
Milwaukee, WI 53202	(317) 288-9900	Bloomington, IN 47404	Cell: (812) 287-2304
Acct: 1000107669			888-Koorsen (566-7736)

Service Location (if different than above):

**Billing:** Time of Service

**SIRA Imaging Center**

500 S Landmark Ave  
Bloomington, IN 47403-3239  
Acct: 1000152151

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated by an "X" and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
X Backflow Devices	1 Year	1	\$460.00	\$460.00
<b>Total (annual fee for all services indicated above):</b>				<b>\$460.00</b>

**Note:** Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

**Billing:** An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

**Koorsen Fire & Security**

Signature: Nate Dobson

Title: Territory Account Manager

Date: 3/27/23

**Customer's Acceptance**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: Tyler Ault

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**Inspection Services - Backflow Devices**

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**Inspections per Year:** 1

**Level:** Inspect / Test & Inspect

**Price per Inspection:** \$460.00

**Month Inspection is Due:** April

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**Covered Equipment Counts**

1 Pit Entry

4 Preventor Test - Fire Line

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**Included Services:**

- Test backflow preventors inspected by certified backflow technicians.

Inspections are to be completed during regular business hours.

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The following additional fees are included in the price above:

- Service Charge
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X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: \_\_\_\_\_

**Addendum**

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Backflow Devices

4 backflows . one is in a city pit . Price includes the find my backflow, filing fee

Customer's Initials:

\_\_\_\_\_

**Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions**

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

**THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.**

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

**General**

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

**Service Availability, Accessibility, and Covered Equipment**

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

**Exclusions**

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

**Agreement Termination Penalty**

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

**Performance Guidance**

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

**Purchase Price and Payment**

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

**Customer's Acceptance**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_