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State Contractors License, C-10, C-16 #905493

ANNUAL FIRE ALARM SYSTEM REPAIR AGREEMENT

Date: January 10, 2022

Job Site: See site list below

To: Patterson Unified School District
Attn: Stephen Ruiz
510 Keystone Blvd
Patterson, CA 95363

Phone: (209) 895-7721

From: Victoria Tiscareno
(559) 538-4045

Email: sruiz@patterson.k12.ca.us

Scope of Work:

HCI Systems is pleased to submit this proposal to perform the Fire Alarm system repairs, located at the above referenced job site, per the Annual Fire Alarm inspection performed in August 2021. scope of work to be completed is as follows:

Apricot Valley Elementary School – 1320 Henley Parkway Patterson, CA 95363

1. Replace 2 batteries at each of the following locations:
 - a. UNIT B MULTIPURPOSE ELEC RM
 - b. UNIT G INSIDE ELEC RM
 - c. UNIT H3 CLASSRM BACK WALL

Total amount to perform this work will be **\$1,549.00** including material, labor, and sales tax.

Las Palmas Elementary School – 624 W. Las Palmas Ave Patterson, CA 95363

1. Replace 2 batteries at each of the following locations:
 - a. FRONT OFFICE ELECTRICAL RM

Total amount to perform this work will be **\$1,333.00** including material, labor, and sales tax.

Northmead Elementary School – 625 L St Patterson, CA 95363

1. Replace 2 batteries at each of the following locations:
 - a. FACP STORAGE CLOSET MAIN OFFICE
 - b. BOOSTER PANEL RM 12

Total amount to perform this work will be **\$1,535.00** including material, labor, and sales tax.



Walnut Grove Elementary School – 775 N. Hartley Street Patterson, CA 95363

1. Replace 2 batteries at each of the following locations:
 - a. BLDG A ELECTRICAL RM A-12 M-31
 - b. BLDG B ELECTRICAL RM
 - c. BLDG F RM 1 RISER CLOSET
 - d. BLDG L-5 CUSTODIAN
2. Adjust Tamper Switches for the following locations:
 - a. BLDG A, BLDG C, BLDG I, BLDG N, SOUTH BACKFLOW OS&Y'S
3. Remove tape from strobe inside classroom D-3

Total amount to perform this work will be **\$1,667.00** including material, labor, and sales tax.

West Valley Learning Center – 610 Hartley Patterson, CA 95363

1. Replace 2 batteries at each of the following locations:
 - a. Outside FACP Electrical Room
 - b. Outside BPS
 - c. Inside RM 5 closet
2. Adjust tamper switches for the following locations:
 - a. OS&Y by Hartley St

Total amount to perform this work will be **\$1,549.00** including material, labor, and sales tax.

Time & Material

Patterson High School – 200 N 7th St Patterson, CA 95363

1. Troubleshoot Fire Doors in Building 900 Classroom 908-910 that did not activate.
2. Troubleshoot all smoke detectors in Building 600 that did not report to the FACP.

Walnut Grove Elementary School – 775 N. Hartley Street Patterson, CA 95363

1. Troubleshoot Building B Kitchen Roll Up Door
2. Troubleshoot trouble on panel for inside electrical room in cafeteria
3. Troubleshoot Strobes that did not operate for Building O & P

Total amount to perform this work will not exceed **\$6,445.00**. HCI has allocated 1 week for troubleshooting. Work will be performed on a Time & Material basis including travel to and from site and dispatch charge. Customer will be billed for actual amount of time used.



Customer advised they will contract the work below. This information was sent via e-mail to them on 12/14/21 & 1/10/22.

Apricot Valley Elementary School – 1320 Henley Parkway Patterson, CA 95363

1. Replace three (3) smoke detectors at the following locations:
 - a. UNIT A OUTSIDE ELECTRICAL RM (BOOSTER PANEL INSIDE RM)
 - b. UNIT B OUTSIDE ELECTRICAL RM (RM B2 STORAGE)
 - c. UNIT E INSIDE HALL OUTSIDE STAFF RESTROOM
2. One (1) Strobe that did not active during testing. Recommend replacing to see if it is a bad device first.
 - a. CLASSROOM C2

Patterson High School – 200 N 7th St Patterson, CA 95363

1. **Customer will contract** JCI to reprogram two (2) heat detectors that are labeled incorrectly. Locations are as follows:
 - a. 300: 301 STORAGE CLOSET
 - b. 300: JANITORS CLOSET

DISCREPANCIES FOUND DURING TEST						
#	Address	Floor	Type	Location	Reason for Failure	Part #
1	2:M3:226	1 ST	HD	300: 301 STORAGE CLOSET	PANEL SHOWS SNACK BAR	REPROGRAM
2	2:M3:227	1 ST	HD	300: JANITORS CLOSET	PANEL SHOWS ELEC RM	REPROGRAM

c.

Walnut Grove Elementary School – 775 N. Hartley Street Patterson, CA 95363

1. **Customer will contract** a Notifier dealer to reprogram device points to proper locations noted on the FA report for Building K, L & N.

				DEVICES POINTS	BLDG K, BLDG L, & BLDG N	REPROGRAM DEVICE POINTS TO PROPER LOCATIONS	REPROGRAM
2.							
L1D123	1ST	SD		BLDG K RM 1		X	PANEL SHOWS RM 2
L1D120	1ST	SD		BLDG K RM 2		X	PANEL SHOWS RM 1
L1D140	1ST	SD		BLDG L RM 4		X	PANEL SHOWS RM 1
L1D139	1ST	SD		BLDG L RM 4		X	PANEL SHOWS RM 1
L1D138	1ST	SD		BLDG L RM 4		X	PANEL SHOWS RM 1
L1D137	1ST	SD		BLDG L RM 3		X	PANEL SHOWS RM 2
L1D136	1ST	SD		BLDG L RM 3		X	PANEL SHOWS RM 2
L1D135	1ST	SD		BLDG L RM 3		X	PANEL SHOWS RM 2
L1D134	1ST	SD		BLDG L RM 2		X	PANEL SHOWS RM 3
L1D133	1ST	SD		BLDG L RM 2		X	PANEL SHOWS RM 3
L1D132	1ST	SD		BLDG L RM 2		X	PANEL SHOWS RM 3
L1D131	1ST	SD		BLDG L RM 1		X	PANEL SHOWS RM 4
L1D130	1ST	SD		BLDG L RM 1		X	PANEL SHOWS RM 4
L1D129	1ST	SD		BLDG L RM 1		X	PANEL SHOWS RM 4
L2D113	1 ST	SD		BLDG N RM 3		X	PANEL SHOWS BLDG O



L2D112	1 ST	SD	BLDG N RM 3	X	PANEL SHOWS BLDG O
L2D110	1 ST	SD	BLDG N RM 2	X	PANEL SHOWS BLDG O
L2D111	1 ST	SD	BLDG N RM 2	X	PANEL SHOWS BLDG O
L2D108	1 ST	SD	BLDG N RM 1	X	PANEL SHOWS BLDG O
L2D109	1 ST	SD	BLDG N RM 1 (RISER CLOSET)	X	PANEL SHOWS BLDG O
L2D107	1 ST	SD	BLDG N RM 1	X	PANEL SHOWS BLDG O

Grayson Elementary – 301 Howard Road, CA 95387

1. Customer will contract an FCI Gamewell dealer to reprogram device points to proper locations noted on the FA report.

DISCREPANCIES FOUND DURING TEST				
Floor	Type	Location	Reason for Failure	Part #
1 ST	SD	PRESCHOOL (PREVIOUS LOCATION)	WRONG DESCRIPTION ON PANEL	REPROGRAM TO RM 125
1 ST	SD	PRESCHOOL GIRLS RR (PREVIOUS LOCATION)	WRONG DESCRIPTION ON PANEL	REPROGRAM TO STAFF RM
1 ST	SD	PRESCHOOL ELEC RM (PREVIOUS LOCATION)	WRONG DESCRIPTION ON PANEL	REPROGRAM TO STAFF RM

Creekside & Del Puerto Passed
 Rising Son was not tested due to FA being replaced and under 1 year inspection install

Special Instructions and Exclusions

- Includes Exclusions noted above under scope of work
- Work will be performed during normal business hours.
- Any additional work outside of the above proposed scope will be quoted separately.
- HCI excludes fire watch.
- HCI excludes all paint and patch work.
- This proposal is based on access to all areas listed above, on the day of scheduled work. If HCI is not able to access required areas within the scheduled date, a separate charge will apply.
- If HCI finds during the course of work that additional labor and/or materials are needed, work will be stopped and customer will be advised.
- Unless expressly stated otherwise under the Scope of Work, the price quoted **INCLUDES** prevailing wage.

Thank you for the opportunity to review your needs and offer this proposal. Please feel free to contact me if you have any questions or concerns at (559) 538-4045.

Sincerely,
Victoria Tiscareno
HCI Systems Inc.



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Authorization to Proceed

If you would like us to proceed with the work included in this proposal, please sign below and return to HCI. Proposal is accepted in accordance with the attached Terms & Conditions.

Patterson USD
Company

SKT
Proposal Approved By (Signature)

Stephen Ruiz
Printed Name

Director Operations & Facilities
Title

Date

PO# (if required)



Terms & Conditions

1. Customer agrees:
 - to provide free access to all areas of the facility covered by the fire alarm system. Where necessary, the customer will provide a person familiar with the facility who can gain access to all areas;
 - to provide the necessary equipment or lifts to reach inaccessible equipment and peripherals;
 - to supply suitable electrical service; and;
 - that in the event of any emergency or system failure, reasonable safety precautions will be taken to protect life and property (including fire watch) during the period of time from when HCI is first notified of the emergency or failure and until such time that HCI notifies the customer that the system is operational or that the emergency has cleared.
2. Unless noted elsewhere in this proposal, the customer agrees to provide a person or persons to monitor, verify and reset the fire alarm panel or command center during all scheduled HCI testing.
3. No repairs beyond those listed under the Scope of Work herein will be performed without a prior written authorization and a change order executed for additional cost. This Agreement assumes the system covered is in maintainable condition. If repairs are found necessary upon inspection, a proposal for repair at an additional cost will be submitted for approval. Should such repair proposal be declined, those non-maintainable items will be removed from the Agreement and the contract amount adjusted accordingly.
4. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is expressly excluded from this Agreement.
5. Emergency Service Exclusions. Emergency Service does not include travel expense, material and labor charges required as a result of accident, fire, storm, water, negligence, misuse, vandalism, power failure, source current fluctuations, lighting surges, any failure whatsoever resulting in whole or in part from a non-HCI installation, parts, service, attachments, or devices, or any other cause external to the equipment. Emergency Service will be provided in accordance with the description provided in Scope of Work. All services will be provided during normal business hours unless outlined elsewhere in this Agreement.
6. HCI may transfer or assign this Agreement to any other fire alarm company or financing institution without notice to you. You may not transfer this Agreement to someone else (including someone who purchases or leases or subleases your premises) unless we pre-approve the transfer in writing. We may use subcontractors to provide the services herein.
7. HCI will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the equipment by others, or caused by lightning, electrical storm, or other violent weather, or by any cause beyond HCI control except ordinary wear and tear.
8. The customer shall promptly notify HCI of any malfunction in the system(s) that comes to the customer's attention. HCI will not be responsible for fire watch in the event of system failure.
9. It is mutually understood that in providing the services included in this Agreement, HCI is not an insurer and does not guarantee any damage to property or injury to person will not occur.
10. This agreement shall be governed and construed in accordance with the laws of the state of California. Both parties agree to submit to the exclusive venue and jurisdiction of the courts of California for any litigation pertaining to this Agreement.
11. Neither HCI or its representative shall be liable to the purchaser or anyone else for any liability, claim, loss, damage or expense of any kind, or for any direct, consequential, collateral or incidental damages, relative to or arising from or caused directly by the equipment, its installation, its service, or the use thereof or any deficiency, defect or inadequacy of the equipment. It is expressly agreed that purchaser's exclusive remedy for any cause of action relating to the purchase, installation, service and/or use of equipment shall be for damages and HCI liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the price of the service agreement for the equipment in respect to which the claim is made or, at the election of HCI, the restoration or replacement or repair of such equipment.
12. Fire watch is excluded.
13. Payments are due within 30 days of the submittal of an invoice. Overdue payments shall bear interest at the rate of 1-1/2% per month from the date on which payment is due until paid.
14. If any dispute arises out of this Agreement, such dispute shall be subject to Arbitration at the sole discretion of HCI. If any arbitration or action at law or equity shall be brought on account of any breach of this agreement or to enforce or interpret any of its provisions, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.
15. The person executing this Agreement on behalf of Customer represents and warrants that they are authorized to do so by Customer to bind Customer to all terms herein. As a further inducement to HCI to enter into this Agreement, the person executing this Agreement agrees to guarantee the performance of Customer herein and to be personally liable for any payments not made by Customer.
16. The Parties acknowledge that this Agreement is the result of good faith negotiations between the Parties through their respective counsel. Any statute or rule of construction that any ambiguity is to be resolved against the Party that caused such an ambiguity shall not be employed in the interpretation or enforcement of this Agreement.
17. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In addition, the Parties agree that facsimile and/or electronic signatures shall be acceptable to evidence the Parties' assent to this Agreement and are deemed equivalent to original "wet ink" signatures for all purposes under this Agreement.