



FIVE YEAR FIRE SPRINKLER SYSTEM INSPECTION AGREEMENT

Date: January 10, 2022

Job Site: Apricot Valley High School
1320 Henley Pkwy
Patterson, CA 95363

To: Patterson Unified School District
Attn: Stephen Ruiz
501 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 Sprinkler, Inc. is pleased to present this proposal to perform the Five Year Inspection on the fire sprinkler systems located at the above referenced address. The scope of work performed during these tests is in compliance with the new State Fire Marshal's requirements, set forth in NFPA 25. The scope of work to be completed is as follows:

FIVE YEAR FIRE SPRINKLER SYSTEM TESTING (2022)

- A thorough physical inspection of sprinklers, valves, components, devices, piping, hangers, and assemblies. This includes a thorough walk through and visual inspection of the sprinkler heads in the building.
- Main drain flow test.
- Examination of sprinkler piping and seismic bracing above concealed spaces/ceilings for acceptable conditions in areas that are accessible. This includes a visual inspection above the ceiling tiles/hard lid to verify proper bracing (spot verification). Be advised that we will pop ceiling tiles in various locations as well as inspect above the hard lid areas where access hatches are available (spot verification).
- Back flush of the fire department connections (FDC) serving the sprinkler systems. This will require locating and accessing the check valves for the FDC's in order to perform a proper backflush of the Fire Department Connections.
- Exercise and operation of all sectional and system control valves, and lubrication as needed.
- Exercise and lubricate all hose valve outlets in stairwells.

Inspection Pricing:

- Five Year Fire Sprinkler Inspection **\$ 21,944.00**

Special Instructions and Exclusions

- Under the new Title 19 (NFPA 25) standards is an effort to identify areas of corrosion throughout the sprinkler piping network – Therefore, if there are any signs of corrosion found during the flow tests, the following must be completed:
 1. An internal inspection must be conducted to check for blockage at the Riser, cross mains and branch lines.
 2. Water and deposit samples must be collected and sent to a lab to determine what type(s) of corrosion exist. A report, with recommendations will be sent upon receipt of results. Pricing for this additional work will be provided if we find any signs of corrosion during our test.



- Testing to be performed during regular HCI business hours.
- Engineering to assist with auxiliary function testing and resetting of equipment (elevators, HVAC/mechanical equipment, etc.).
- Access to all areas are to be provided by the facilities engineering staff.
- Notifying inhabitants of the subject building(s) about the time and duration of testing is excluded and is the responsibility of others.
- Control of Electric power in the subject building during the testing is excluded and is the responsibility of others.
- Billing will take place upon completion of the test/inspection.
- Inspection reports will be provided following each inspection. Quote to repair any deficiencies noted will be made in a separate proposal and submitted for approval.
- This proposal excludes any and all fees related to re-test, AHJ permits, and background checks.
- A facility representative must be present with HCI technicians when entering a residential space, for the purpose of fire/life safety testing only. No other in-house maintenance is to be performed during this period.
- Any lack of access or delays to HCI is subsequent to a change order.
- This proposal is based on current codes, as of the date listed on this proposal. Any code change that increases the frequency of items to be tested will be subsequent to a change order.
- Lift rental is excluded, unless otherwise listed above in the pricing.
- Unless expressly stated otherwise under the Scope of Work, the price quoted **EXCLUDES** any prevailing wage, special wage, and/or certified payroll.
- Pricing is based on all testing being performed on same day(s). If a return trip is required due to the customer, our published labor rates will apply. 72 hours (3 business days) is required to cancel a scheduled test or a 20% rescheduling fee will be applied.

Service Labor Rates

HCI publishes an official Service Labor Rate Schedule a minimum of once per year. Under this inspection contract rates for non-scheduled, emergency or T&M services will be as follows:

Service:	Fresno - Hourly Rate		
	Regular	Overtime	Double Overtime
Fire/Security/DAS/Suppression/ Nurse Call / Fiber Technician	\$150.00	\$206.00	\$255.00
Sprinkler Fitter	\$150.00	\$206.00	\$255.00
IT Technician	\$300.00	\$420.00	\$525.00
Dispatch Labor Charge	\$89.00		
Travel Time	Travel time portal-to-portal (Overtime/Double time)		
Minimum Charge	3-hr Technician / 4-hr Fitter		

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 Sprinkler, Inc.

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

Stephen Ruiz
 Proposal Approved By (Signature)

Stephen Ruiz
 Printed Name

Director Op & Fac
 Title

 Date

 PO# (if required)

Terms & Conditions

1. **TERM:** The original term of this Agreement is 12 months, after the month during which services commence. The term will automatically renew itself for an additional 0 months from the last day of the original term or any renewal term unless either you or we give the other at least 30 days prior written notice of its intention to cancel the Agreement at the end of the original term or at the end of the applicable renewal term.
2. 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.
3. 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 service 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. If HCI tests a system that was not installed by HCI, HCI assumes no liability for that system either in whole or in part, and we expressly disclaim any liability or warranty, as such system or any of its components not installed by us. Any components that are installed by us or repaired by us



are subject to the limited warranty given in the applicable repair agreement. It is not our duty to investigate or inquire into your legal obligations to any third party with respect to any system that we inspect, or any of its components not installed by us, and you agree to provide third party indemnification to HCI in the event of any third party claims arising out of testing under this agreement.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. Multiyear Agreements: HCI shall modify the annual amount at the renewal date and the Agreement shall otherwise continue without change. However, the customer may notify HCI within 30 days of receipt of the modification of a decision to terminate or renegotiate the services being provided, rather than accept the new amount. All discounted service labor rates for non-covered work are listed for initial year of Agreement. Rates are subject to an annual increase not to exceed 4% per year.
13. 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.
14. Fire watch is excluded.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.



FIVE YEAR FIRE SPRINKLER SYSTEM INSPECTION AGREEMENT

Date: January 10, 2022

Job Site: West Valley Learning Center
610 N. Hartley St
Patterson, CA 95363

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

Phone: (209) 895-7721

From: Victoria Tiscareno
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Inspection Pricing:

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Patterson USP
Company

SE STZ
Proposal Approved By (Signature)

Stephen Ruiz
Printed Name

Director Op + Facilities
Title

Date

PO# (if required)



Terms & Conditions

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13. 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.
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17. 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.



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Sacramento • Pleasanton**

Telephone: (877) 331-2084 • Fax: (909) 628-7774

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

18. 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.
19. 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.

