**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
**Maintenance Department**

**To:** Facilities and Technology Committee
**From:** Maintenance Department
**F&T Meeting Date:** 2/24/2021

**Project Description: Annual testing services. Testing on the wet sprinkler system..**
**Bond Measure: N/A**
**Site location: District-wide**
**Funding Source: Maintenance**

**Fiscal Impact: $32,875.00**

**Rationale: Annual testing of Fire Sprinkler system per NFPA 25.**

**Contractor/Company on the project: JCS Fire**
**Phone: 925-456-4151**
**Full Name of person responsible to sign contract: N/A**
**Email to send contract to for DocuSign: N/A**
**License #1016032**

**Is this a new Company being used?: No**
**Do we have a W9 on file? Yes**

02/04/21

Greg Dyer
San Leandro Unified School District
1145 Aladdin Ave.
San Leandro, CA 94577
Phone: 510-618-4440
Estimate #32020321

JCS Fire
CA License # 1016032

Re: Fire Sprinkler Inspections

Dear Mr. Greg Dyer,

Thank you for the opportunity to offer our services. As requested, we are offering this proposal to perform the following services at the locations listed below:

Perform the Annual Inspections that are needed on the wet sprinkler system.

**SCOPE OF WORK:**

JCS Fire will Inspect all sites for the Annual Fire Sprinkler Inspection per NFPA 25

**TOTAL COST: $32,875.00**

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**INSPECTION/TESTING & REPAIRS:**

JCS Fire will schedule each inspection/repair call so that all tasks will be performed using properly trained technicians, tools, and equipment required to provide an accurate and thorough analysis of the system identified above. These tests/repairs will be performed during normal business hours: Monday through Friday between 8:00 A.M. and 5:00 P.M., unless otherwise noted above. All equipment and areas of inspection/repairs must be accessible on the day the work is scheduled. Any return trips will incur an additional cost. JCS Fire will provide an inspection/time & materials report indicating that the work has been performed and completed. The customer will assist the JCS Fire Service Technician during unit inspections (for access purposes).

**CLARIFICATIONS:**

During the course of the above described inspections, any items found to be in the need of repair or replacement will be noted on the inspection report provided to the customer. Corrective procedures required to bring the system back to full operational specifications will be noted, along with a quotation of service charges required for necessary repairs for approval by the customer.

If you have any questions or comments, please feel free to contact me at 925-456-4151. If you would like to schedule the work, please sign the acceptance below and email back to Jerry@jcsfire.com

Sincerely,
Jerry Friesen
Owner/Operator

_____
Initials

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## Terms and Conditions:

- **Time Limits**: All quotations are valid for 30 days after the date of the bid (located at the top of page 1), unless rescinded for cause for a period of 30 days
- If fees and permits are included in this proposal: We will cover the cost of the associated fees and taxes charged by the AHJ (Authority Having Jurisdiction) up to the stated limit, but do not include expedited fees. If expediting is requested or required, JCS Fire will pass the expedited costs directly to the customer at the same price charged to JSC Fire + admin fees for extra time incurred.
- Should additional devices, functions or services be required above and beyond the scope of the proposal, the customer will be billed for it at our current prices and labor rate.
- All warranty activity will be between the normal operating hours of 8AM to 5PM, Monday through Friday, except holidays. After hours calls will be billed at the current overtime rates, with a minimum 4 hour charge.
- JCS Fire does not assume responsibility for or guarantee the structural strength of the building.
- **Limitation of Liability:** JCS Fire makes no representations or warranties, express or implied that the fire protection system will in all cases prevent any loss by fire, smoke, water damage, or otherwise, or the fire protection system will in all cases provide the protection for which it is installed or intended. JCS Fire is not an insurer and assumes no liability which may result directly or indirectly from inspection of equipment, failure of equipment, failure to conduct inspections, incorrect certification, and/or nonconformity with requirements or cancellation of the certificate.
- **Liquidated Damages:** The parties agree that in the event the customer suffers damages as a result of JCS Fire's negligence to any degree or failure to perform any obligation, it would be impractical and extremely difficult to anticipate or fix actual damages. Therefore, the customer agrees that should there arise any liability on the part of JCS Fire, customer agrees to accept $500.00 or the amount of this proposal, whichever is greater, as liquidated damages in complete satisfaction of such liability & JCS Fire is released and discharged from any further liability.
- **Repairs:** Patching and or painting of walls, ceilings or other finished surfaces are not included in this contract.
- **Payment:** (Unless otherwise specified by a payment schedule) $1,000.00 down payment upon contract signing. Progress invoices will be issued as material is delivered and work is performed. Payment terms are net 10 days. All equipment installed is the property of JCS Fire until the equipment is paid for in full. Payment of a minimum of 90% of the total project cost is required prior to scheduling the final inspection.
    - **All claims must be made within 10 business days of the date of invoice**
    - **Payment terms on this agreement. Past due balances may be subject to a late charge of 1.5% per month, or the maximum amount allowed by law**
- **Buyer shall indemnify, defend and hold JCS Fire and its agents harmless from all claims, liabilities and expenses, including but not limited to actual attorney fees, sustained by JCS Fire or its agents that are caused by any action of the Buyer relating to the goods or services sold by JCS Fire to Buyer. Buyer shall further defend , indemnify and hold JCS Fire harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorney fees incurred by JCS Fire arising out of any claimed design or engineering defect relating to specifications provided by the Buyer to JCS Fire.**

- **Equipment shutdown and other ancillary functions:** The customer is responsible for identifying and preparing for any equipment shutdown or other ancillary equipment functions that may be connected to the fire alarm or suppression system being serviced. **JCS FIRE WILL NOT BE HELD RESPONSIBLE FOR DAMAGES OF ANY KIND CAUSED BY THE FAILURE OF THE CUSTOMER TO PREPARE FOR THE ACTIVATION OF EQUIPMENT SHUTDOWN OR THE OTHER ANCILLARY FUNCTIONS INCLUDING LOSS OF DATA, PRODUCTION OR MATERIAL.**
  *Standby time due to unforeseen conditions or delays in aiding JCS Fire in the shutdowns will be charged for (STANDBY TIME) in addition to the above cost at our regular hourly rate.

_____
Initials

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**CALIFORNIA TITLE 19 REQUIRESTHE OPERATION OF ALL VALVES CONNECTED TO THE FIRE SPRINKLER SYSTEM DURING THE 5 YEAR SERVICE OR REPAIRS. MANY OF THE VALVES ARE NOT OPERATED ON A FREQUENT BASIS AND MAY LEAK OR FAIL TO OPERATE AS A RESULT OF DISASSEMBLY OR OPERATION, ANY LEAKAGE OF ANY VALVES AS A RESULT OF ANNUALSERVICE OR REPAIRS WILL BE REPAIRED AT AN ADDITIONAL COST.**

**CALIFORNIA TITLE 19 REQUIRES SPRINKLERS AND STANDPIPES TO ANNUALLY AND ON A 5 YEAR BASIS. ANY DEFICIENCIES FOUND NEED TO BE REPAIRED. DURING THIS PROCESS, THE SYSTEM NEEDS TO BE DRAINED AND FILLED TO PERFORM THE REPAIR WORK. AND DURING INSPECTION, WATER IS TO BE FLOW TESTED AND THE MAIN DRAIN TEST IS TO BE DONE. THIS REQUIREMENT IS MET BY FLOWING/DRAINING THE BUILDING.THE BUILDING MANAGEMENT IS RESPONSIBLE FOR ENSURING THE BUILDING DRAINAGE SYSTEM IS CAPABLE OF REMOVING ANY AND ALL WATER DISCHARGED FROM THE FIRE SPRINKLER AND STANDPIPE SYSTEMS. JCS FIRE IS NOT RESPONSIBLE FOR DAMAGES OR LOSSES AS A RESULT OF BUILDING, ROOF, AND BALCONY OR DRAINAGE SYSTEM LEAKAGE.**

**ASBESTOS: OWNER ACKNOWLEDGES THAT THE PROJECT MAY CONTAIN ASBESTOS DUE TO ITS AGE.OWNER AGREES TO PROVIDE CONTRACTOR WITH COPIES OF ALL ASBESTOS SURVEYS THE OWNER HAS OBTAINED REGARDING THE PROJECT. OWNER FURTHER AGREES TO HAVE AN ASBESTOS SURVEY CONDUCTED IF CONTRACTOR REQUESTS IT. OWNER UNDERSTANDS THAT ONLY LICENSED, REGISTERED ASBESTOS ABATEMENT CONTRACTORS ARE PERMITTED BY LAW TO DISTURB ASBESTOS OR REMOVE ASBESTOS FROM THE PROJECT**

**THE INTERNAL INSPECTION OF UNDERGROUND DETECTOR CHECK VALVES AND BACKFLOW PREVENTORS ARE NOT INCLUDED IN THE PRICE OF THIS PROPOSAL. A SEPARATE PROPOSAL WILL BE SUBMITTED IF AN INTERNAL INSPECTION IS REQUIRED.**

**TAXES, FEES AND PERMITS ARE NOT INCLUDED IN THIS PROPOSAL AND WILL BE BILLED SEPARATELY**

**ANY UNFORSEEN CONDITION IN CONCEALED LOCATIONS I.E. BEHIND WALLS OR UNDERGROUND THAT ARE ABOVE AND BEYOND OUR SCOPE OF ORIGINALLY QUOTED WORK.**

**ADDITIONAL DEVICES OR REQUIREMENTS BY THE AUTHORITIES HAVING JURISDICTION.**

**PROTECTION OR COVERING OF ITEMS LOCATED IN THE WORK SPACE**

**REPAIR OR REPAIR COSTS OF DAMAGES TO WALLS, CEILINGS, CARPETING, FIXTURES, FURNITURE, ETC DUE TO THE CUSTOMERS NEGLECT OF PROPERLY PROTECTING THESE ITEMS WITHIN THE WORKSPACE.**

_____
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**Acceptance**

**The undersigned has read this proposal including the terms and conditions and hereby authorizes JCS Fire to proceed with work**

**Print:** _____

**Sign:** _____ **Date:** _____