



FIRE / LIFE SAFETY TEST & INSPECT AGREEMENT

Date: June 21, 2024

Job Site: E&E Co., LTD
1680 Tide Court
Woodland, CA, 95776

To: E&E Co., LTD
Attn: Alex Gonzalez
45875 Northport Loop East
Fremont, CA 94538

FACP: ADEMCO Vista-
128FB

Phone: 916.897.7622

From: Cody Conrad
916-224-7479

Email: Alex.Gonzalez@ship8.com

Scope of Work:

HCI Systems Inc. is pleased to present this proposal to perform the Fire/Life Safety Inspections on the system located at the above referenced address. The scope of work and details of the inspections to be completed is as follows:

Annual Fire Alarm Test

HCI will perform the inspection on the Fire Alarm System, audio/visuals, magnetic door holds, auxiliary functions (HVAC shutdown, elevator recall, etc.), and central station monitoring. HCI will test all waterflow and tamper switches during this inspection. HCI will test and inspect all fire alarm related devices and functions, per NFPA 72.

Quarterly & Annual Fire Sprinkler System Inspection

HCI will perform one (1) Annual Sprinkler Inspection to include the visual inspection of the sprinkler heads (in all areas accessible during the inspection) and the required main drain test and perform three (3) quarterly inspections of the fire sprinkler system components only per NFPA 25, 2011 edition (2013 California edition). HCI will include one (1) test of the waterflow and tamper switches in conjunction with one of the quarterly inspections to satisfy the semi-annual requirement. Be advised that waterflow and tamper switches will be tested one (1) time during the annual fire alarm inspection as noted above.

Annual Fire Hydrant Flow Test

HCI will perform the required annual flow test of the onsite fire hydrants as required per NFPA 25 (Section 7.2.2.5). HCI will attempt to locate road box to access the fire hydrant shut off valve. Hydrant will be opened fully and water flowed until all foreign material has cleared.

Annual & Monthly Fire Pump Inspection

HCI will perform the annual and monthly fire pump inspection on (Qty.1) fire pump. NFPA 25 requires that an annual flow test of the pump assembly be performed to determine its ability to continue to attain satisfactory performance at shutoff, rated flow, and peak loads. Annual flow tests allow for year-by-year comparisons of pump performance.

Annual Fire Extinguisher Inspection

HCI will provide labor to inspect the fire extinguishers on an annual basis, per NFPA 10.



Following each inspection noted above will be a detailed report. Any deficiencies noted will be quoted on a separate proposal.

Annual Cost Summary

Please Issue Contracts and Purchase Orders To:

HCI Systems Inc.
 State Contractors License. C-10, C-16 #905493
 1168 West National Drive Ste. 70, Sacramento, CA 95834

The original term of this Agreement is 12 months, starting the month during which services commence.

Pricing Summary:

- Annual Fire Alarm Testing/Inspection (January 2025) \$ 310.00
- Quarterly Fire Sprinkler Testing/Inspection (July & October 2024, April 2025) \$ 695.00 (X3)
- Annual Fire Sprinkler Testing/Inspection (January 2025) \$ 745.00
- Annual Fire Hydrant Testing (January 2025) \$ 550.00
- Monthly Fire Pump Inspection (June 2024- May 2025) \$ 275.00 (X11)
- Annual Fire Pump Inspection (January 2025) \$ 885.00
- Fire Extinguisher Inspection (January 2025) \$ 615.00
- **TOTAL ANNUAL INVESTMENT (excludes extinguisher per unit fee) \$8,215.00**

*Six (6) Year Breakdown Service:

Type	Size	Price per extinguisher
Dry Chemical	5 lbs. – 20 lbs.	\$ 49.00
Halon	5 lbs. – 20 lbs.	\$ 49.00

Six (6) Year Service Includes:

- Discharge Extinguisher
- Recharge Extinguisher
- Sealing
- Tagging
- Certification

*Fire Extinguisher Replacement Cost

Type	Size	Price per extinguisher
Dry Chemical	5 lbs.	\$ 82.00



Dry Chemical	10 lbs.	\$ 135.00
Old Extinguisher Disposal Fee	Any	\$ 6.00

***Minimum invoice charges apply as follows for all extinguisher services on a per visit basis:**

- **\$200 for locations within 60 Miles of the HCI office providing service.**
- **\$350 for locations beyond 60 Miles of the HCI office providing service.**

Special Instructions and Exclusions

- 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.).
- 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.
- Access to all areas are to be provided by the facilities engineering staff.
- 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 semi-annual visual inspections of all fire alarm control and/or peripheral equipment.
- This proposal excludes sensitivity testing.
- 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.
- Devices provided to HCI via a previous test report or point list is what this quote is based on. Additional devices found will be subsequent to a change order.
- If facility preforms a remodel and additional devices are added, a new proposal will need to be generated.
- 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, standard HCI labor rates will apply. 72 hours (3 business days) is required to cancel a scheduled test, or a 20% rescheduling fee will be applied.
- This proposal is valid for 30 days.



Service Labor Rates

HCI publishes an official Service Labor Rate Schedule at least once per year and they are subject to change. The published rate schedule includes current standard labor rates. Service calls will be charged at the current published rate made available at time of service.

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 916-224-7479.

Sincerely,
Cody Conrad

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.

Company

Proposal Approved By (Signature)

Date

Printed Name

PO# (if required)

Title

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. 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.
3. 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.
4. **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.
5. 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.**
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. **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. Standard HCI labor rates for service repair and maintenance work are subject to change for the duration of 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. 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 enforcement of Arbitration awards and ensuing litigation pertaining to this Agreement.
16. 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.
17. 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.
18. 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.