



HOLTVILLE UNIFIED SCHOOL DISTRICT

Governing Board of Trustees

Special Board Meeting

August 9, 2022

Board of Trustees

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., Member

Superintendent

Celso Ruiz

Assistant Superintendent

John Paul Wells

Holtville

where tradition meets vision



**SPECIAL MEETING
of the
BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT**

Tuesday, August 9, 2022

CLOSED SESSION 5:00 P.M, OPEN SESSION IMMEDIATELY FOLOWING.
Holtville Unified School District, Board Room, 621 E 6th Street Ave., Holtville, CA. 92250

From time-to-time writings that are public records, which are related to open session items on an agenda for a regular meeting, may be distributed to Trustees after the posting of the agenda. Whenever this occurs, such writings will be available for public inspection in the Office of the Superintendent located at 621 E. Sixth Street, Holtville, Ca. 92250

Members of the public who require disability accommodation in order to participate in the meeting should contact the Superintendent at (760)356-2974, or in writing, at least 24 hours prior to the meeting. (Government Code section 54954.2).

1. PRELIMINARY

Call to Order

Flag Salute

Roll Call

Present Absent

Matt Hester, President

Robin Cartee, Clerk

Kevin Grizzle, Member

Jared Garewal, Member

Ben Abatti Jr., Member

2. MODIFICATIONS OF THE ORDER OF THE AGENDA, IF ANY.

Motion: _____ Second: _____ Ayes: ___ Nays: ___ Vote: ___-___

**3. STATEMENTS FROM THE PUBLIC REGARDING ITEMS ON THE
CLOSED SESSION AGENDA.**

At this time, members of the public may address the Board only as to items on the closed session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes.

4. CLOSED SESSION

A) Superintendent's Evaluation – Government Code section 54957

5. REPORTABLE CLOSED SESSION ACTIONS:

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
SPECIAL MEETING – August 9, 2022
AGENDA PAGE 2**

6. PUBLIC COMMENT ON ITEMS ON THE OPEN SESSION AGENDA AND ON NON AGENDA ITEMS OF INTEREST TO THE PUBLIC THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD.

At this time, members of the public may address the Board only as to items on the open session agenda or items within the subject matter jurisdiction of the Board. Public comment will not be taken during the Board's consideration of an item on the open session agenda. If you wish to address the Board, please stand, give your name and address and proceed to the podium from which you will speak. Individual presentations shall not be for more than three (3) minutes and the total time for this purpose shall not exceed twenty minutes. In accordance with the Brown Act, unless an item has been placed on the published agenda, there shall be no action taken. The Board may 1) acknowledge receipt of the information, 2) refer to staff for further study, or 3) refer the matter to the next agenda.

7. CONSENT AGENDA

All matters on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. The Superintendent and staff recommend approval of all Consent Agenda items.

A. PERSONNEL SERVICES

1) *Certificated Management Salary Placement*

Pg. 2

Motion: _____ Second: _____ Ayes: ___ Nays: ___ Vote: ___ - ___

8. ACTION/DISCUSSION ITEMS

The Board is asked to approve the following items:

A) *Approve proposal with Allegro Planning, Inc. for Professional Architectural/Engineering Services for installation of new fire detection and alarm system at Finley Elementary School, Pine Elementary School, Holtville Middle School, and Holtville High School.*

(Mr. Wells)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ___ - ___

B) *Approve Pyro-Comm System bid in the amount of \$1,039,205 with \$70,000 contingency allowance, totaling \$1,109,205 for the installation of new fire detection and alarm system at Finley Elementary School, Pine Elementary School, Holtville Middle School, and Holtville High School.*

(Mr. Wells) Pgs. 4-21

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ___ - ___

C) *Approve proposal with Allegro Planning Inc. for Professional Architectural/Engineering Services for miscellaneous facilities & safety improvements including additional fencing, gates, and other safety concerns at all school sites.*

(Mr. Wells)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ___ - ___

**BOARD OF TRUSTEES
HOLTVILLE UNIFIED SCHOOL DISTRICT
SPECIAL MEETING – August 9, 2022
AGENDA PAGE 3**

ACTION/DISCUSSION ITEMS continued

- D) Approve proposal with Allegro Planning Inc. for Professional Architectural/Engineering Services for Finley School Cafeteria building improvements including plumbing and drainage alterations, cabinetry, and other alterations/additions to enhance food safety and compliance.**

(Mr. Wells)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ____ - ____

- E) Approve 2022-23 45-day Budget revisions**

(Mr. Wells)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ____ - ____

- F) Approve GA Cox Proposal for Pine Elementary School Portable Classroom installation work in the amount of \$59,200.**

(Mr. Wells)

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ____ - ____

- G) Approve ESR Construction Proposal for site work related to installation of marquee units at Finley Elementary, Pine Elementary, Holtville Middle School, And Holtville High School in the amount of \$38,300.**

(Mr. Wells) Pg. 22

Motion: _____ Second: _____
Ayes: _____ Nays: _____ Vote: ____ - ____

9. FUTURE BOARD MEETING DATE

Monday, August 15, 2022 is the next Regular Board Meeting

10. ADJOURNMENT

MISSION STATEMENT

The Mission of the Holtville Unified School District is to ensure a standards-based curriculum that promotes excellence in academic, social and emotional growth for every student through the establishment of strong parent/school/community partnerships in a stable and safe learning environment.

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

PERSONNEL

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: CELSO RUIZ, SUPERINTENDENT
SUBJECT: CERTIFICATED MANAGEMENT SALARY PLACEMENT
DATE: AUGUST 9, 2022

The Board is requested to approve the following Certificated Management Salary Placement for the 2022/23 SY:

| | | |
|-------------------|------------------------------|--------------|
| 1. Eric Velazquez | LCAP/Projects Director | \$136,937.04 |
| 2. Mitch Drye | FA/SW Principal/Grant Writer | \$123,083.64 |

HOLTVILLE UNIFIED SCHOOL DISTRICT
School Board Meeting Agenda

ACTION/DISCUSSION

ADDENDUM # 3

**To the Holtville Unified School District
Installation of New Fire Detection and Alarm System at Holtville Middler School,
Pine Elementary School, Finley Elementary School and Holtville High School**

**Project No: 02-2022
July 28, 2022**

Prepared in consultation with:



109 Vine Hill School Road , Scotts Valley CA 95066
408-639-8365
Greg@AllegroPlanning.com

Addendum # 3
Holtville Unified School District
Project No: 02-2022
July 28, 2022

ADDENDUM # 3

To All Plan Holders,

The following changes, additions, and/or deletions are hereby made a part of the Construction Specifications for the above noted project, fully and completely as if the same were fully contained herein. All other terms, conditions and specifications of the original invitation to Bid remain unchanged.

Replace the following pages with the attached pages: 26, 27, 28, 29, 30 and 31. Additionally, add page 30a, also attached.

All other items contained within the Construction Specifications for Installation of New Fire Detection and Alarm System remain the same.

End of Addendum # 3

Addendum # 3
Holtville Unified School District
Project No: 02-2022
July 28, 2022

BID FORM AND PROPOSAL

To: Governing Board of the Holtville Unified School District

From: Pyro-comm Systems
 (Name of Bidder)

15531 Conklin Ln.
 (Address)

Huntington Beach, CA 92649
 (City, State, Zip Code)

(714) 902-8000
 (Phone)

James Warner
 Name(s) of Bidder's Authorized Representative(s)

1. Bid Proposal

1.1 Base Bid Proposal Amount

The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

**INSTALATION of NEW FIRE DETECTION
 and ALARM SYSTEM at
 VARIOUS SCHOOLS in HOLTVILLE UNIFIED SCHOOL
 DISTRICT**

HOLTVILLE MIDDLE SCHOOL

| | | |
|------------------------------|----------------|---------|
| DSA Plan Preparation | <u>6500.00</u> | dollars |
| Complete Detection and Alarm | <u>212,046</u> | dollars |

PINE ELEMENTARY SCHOOL

| | | |
|------------------------------|----------------|---------|
| DSA Plan Preparation | <u>6500.00</u> | dollars |
| Complete Detection and Alarm | <u>100,714</u> | dollars |

FINLEY ELEMENTARY SCHOOL

| | | |
|------------------------------|-------------------|---------|
| DSA Plan Preparation | <u>6500.00</u> | dollars |
| Complete Detection and Alarm | <u>208,700.00</u> | dollars |

HOLTVILLE UNIFIED SCHOOL DISTRICT

BID FORM AND PROPOSAL

HOLTVILLE HIGH SCHOOL

DSA Plan Preparation 6500.00 dollars
Complete Detection and Alarm 251,745 dollars

Total All School Sites including DSA Plan Preparation

ADD ALTERNATIVES

A. Holtville Middle School

New Portable Building 24x40

A.1 The extension of Fire Alarm and Detection System to nearest active system as shown on attached plans. 23,000.00 dollars

A.2 The complete installation of a new Fire Alarm and Detection System within the new portable building, complete and with plans to submit to DSA.

16,000.00 dollars

B. Pine Elementary School

New Portable Building 24x40

B.1 The extension of the Fire Alarm and Detection System to the nearest active system as shown on attached plan.

14,000.00 dollars

B.2 The complete installation of a new Fire Alarm and Detection System within the new portable building complete and with plans to submit to DSA.

12,000.00 dollars

C. Finley Elementary School

New Portable Bathroom Building (east) 12x40

C.1 The extension of the Fire Alarm and Detection System to the nearest active system as shown on attached plans. 14,000.00 dollars

C.2 The complete installation of a new Fire Alarm and Detection System within the new portable bathroom building complete with plans to submit to DSA.

8,000.00 dollars

D. Finley Elementary School

New Portable Bathroom Building (north) 12x40

D.1 The extension of the Fire Alarm and Detection System to the nearest active system as shown on attached plans. 15,000.00 dollars

D.2 The complete installation of a new Fire Alarm and Detection System within the new portable bathroom building complete with plans to submit to DSA.

12,000.00 dollars

HOLTVILLE UNIFIED SCHOOL DISTRICT

BID FORM AND PROPOSAL

E. Finley Elementary School

New Community Learning Hub Building 24x72

E.1 The extension of the Fire Alarm and Detection System to the nearest active system as shown on attached plans. 18,000.00 dollars

E.2 The complete installation of a new Fire Alarm and Detection System within the new portable bathroom building complete with plans to submit to DSA.

11,000.00 dollars

F. Holtville High School

New Portable Building 24x40

F.1 The extension of the Fire Alarm and Detection System to the nearest active system as shown on attached plans. 14,000.00 dollars

F.2 The complete installation of a new Fire Alarm and Detection System within the new portable building complete and with plans to submit to DSA.

11,000.00 dollars

G. Finely Elementary School

New Portable Administration and Community Learning Hub

The building is 40x72 with offices and restrooms.

The complete installation of a new Fire Alarm and Detection System within the new portable building complete with plans to submit to DSA all as shown on the attached plans. 12,000.00 dollars

H. Contract Bid Price

Bidder to provide the Total Contract Price, including the Four (4) schools listed above and all of Add Alternatives. 103,920.50 dollars

The Bidder confirms that the figures above have been checked and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the Scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
 - Plan Review Certification
 - Post Contract Maintenance Agreement
7. Receipt and acceptance of the following Addenda is hereby acknowledged:

| | |
|------------------------|------------------------|
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |

8. Bidder acknowledges that the license required for performance of the Work is a C10 Contractor License.
9. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed.
Continued next page:

The Fire Detection and Alarm System is to be complete at each of the four [4] school sites. This will include the required and compliant integral Detection and Alarm System. It is necessary to provide for complete system to function. This will require both up grades and installation at identified buildings at each campus. The details of each upgrade are not known at this time so an ALLOWANCE is a part of this project. The buildings and the Allowance is shown below.

| SCHOOL AND BUILDING | ALLOWANCE |
|--|------------------------|
| PINE ELEMENTARY | |
| -Upgrade of Locker Building | \$ 14,000 |
| FINLEY ELEMENTARY | |
| -Quad Buildings—4—24x40 bldgs-complete | \$ 23,000 |
| FINLEY ELEMENTARY | |
| -Single 24x40 building | \$ 8,000 |
| FINLEY ELEMENTARY | |
| -Existing Theater Building—bring to compliance | \$ 51,000 |
| FINLEY ELEMENTARY | |
| -Kitchen -install complete Ansual Fire Suppression | \$ 12,000 |
| FINLEY ELEMENTARY | |
| -Connect Ansual system to Alarm system | \$ 2,000 |
| FINLEY ELEMENTARY | |
| -Kitchen/Cafeteria system upgrade to compliance | \$ 48,000 |
| HOLTVILLE HIGH SCHOOL | |
| -Sam Webb Learning Center—three [3] buildings | |
| -24x32 building | \$ 8,000 |
| -28x58 building | \$ 21,000 |
| -30x30 building | \$ 11,000 |
| SUB-TOTAL OF ALLOWANCE ITEMS | \$ 198,000 |
| CONTINGENCY - 8% | \$ 15,000 |
| TOTAL OF ALLOWANCE | \$ 231,000 |
| TOTAL OF FIRE DETECTION CONTRACT BID (H) | \$ <u>859,205.00</u> |
| TOTAL OF FIRE DETECTION BID (H) & ALARM ALLOWANCE | \$ <u>1,039,205.00</u> |

BID BOND WILL BE BASED ON FIRE DETECTION BID (H). DOES NOT INCLUDE ALARM ALLOWANCE.

HOLTVILLE UNIFIED SCHOOL DISTRICT

BID FORM AND PROPOSAL

Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

12. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
14. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

HOLTVILLE UNIFIED SCHOOL DISTRICT

BID FORM AND PROPOSAL

Furthermore, Bidder hereby certifies to the District that all representations, certifications and statement made by Bidder, as set forth in this Bid Form, are true and correct and are made under penalty of perjury.

Dated this 4TH day of August 2022

Name of Bidder: PyR-Comm Systems, INC

Type of Organization: FIRE ALARM CONTRACTOR

Signed by: Steven Boykin 

Title of Signer: DIRECTOR OF CONSTRUCTION

Address of Bidder: 15531 CONTAINER LN - HUNTINGTON BEACH, CA. 92649

Taxpayer Identification No. of Bidder: 330429397

Telephone Number: (714) 902-8000

Fax Number N/A

E-mail: RECEPTION@PYROCOMM.COM Web Page: PYROCOMM.COM

Contractor's License #(s): No.: 612153 Class C-10 Expiration Date 2/28/23

No.: _____ Class _____ Expiration Date _____

No.: _____ Class _____ Expiration Date _____

Public Works Contractor Registration No.: 1000001401

END OF DOCUMENT

HOLTVILLE UNIFIED SCHOOL DISTRICT

BID FORM AND PROPOSAL



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649 (714) 902-8000 • FAX (714) 902-8001

STANDARD FIRE ALARM SALES, MONITORING, INSPECTION AND SERVICE AGREEMENT

Subscriber's Company Name: Holtville Unified School District

Subscriber's Company Address:

Subscriber's Premises Name: John Paul

Subscriber's Premises Address:

Due to fluctuation in material, fuel charges and labor rates, all pricing is valid for 30 days from Click or tap here to enter text.. Once Fully Executed, proposal transfers to an agreement between Pyro-Comm Systems and Click or tap here to enter text., under the terms and conditions below.

Scope of Work: Monitoring

PYRO-COMM SYSTEMS, INC. (hereinafter referred to as "PCSI" or "ALARM COMPANY") agrees to sell, install, monitor and / or test the Fire Alarm, Two Way Communication System/AOR, Emergency Phone System and/or Elevator Emergency Communication System and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, and Subscriber agrees to buy, such system in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services.** Passcode to software remains property of PCSI. Software programmed by PCSI is the intellectual property of PCSI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

Check if Communication System, consisting of software, radio, cellular or communication connective devices, remains the property of PCSI. The agreed value of the Communication System is \$0.

Check If Fire Alarm System to Code:

Initial here _____ if fire alarm system is to be installed pursuant to filed plans and specifications filed by _____ filed with and approved by Authority Having Jurisdiction [AHJ].

NOTICE: Unless a Fire Alarm System to Code is selected to be installed, PCSI makes no representation that the fire alarm detection equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not PCSI's responsibility to apply for any permits or fees in connection with such equipment. The law requires and PCSI recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected, and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by PCSI are not additional equipment which would require AHJ approval.

CONTRACT EFFECTIVE DATE: 8/3/22

1. MONITORING CHARGES: APPLICABLE NOT APPLICABLE

Fire Alarm: Subscriber agrees to pay PCSI the sum of \$, per year, invoiced in monthly payments of \$, in advance for the term of this agreement, for the monitoring of the FIRE ALARM system for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires 1 such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$ per month, per sub account.

Two Way Communication System/AOR Subscriber agrees to pay PCSI the sum of \$_____, per _____, invoiced in _____ payments of \$_____, in advance for the term of this agreement, for the monitoring of the Two Way Communication System/AOR for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires _____ such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$_____ per month, per sub account.

Elevator or Emergency Phone Subscriber agrees to pay PCSI the sum of \$_____, per _____, invoiced in _____ payments of \$_____, in advance for the term of this agreement, for the monitoring of the Elevator Phone system for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires _____ such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$_____ per month, per sub account.

2. INSTALLATION CHARGES: APPLICABLE NOT APPLICABLE

Subscriber agrees to pay PCSI the sum of \$_____, \$_____ of which being due upon execution of this agreement, and \$_____ upon completion of installation.

3. SUBSCRIBER TO SUPPLY THE FOLLOWING FOR THEIR DEDICATED PHONE LINE(S) CELLULAR IP MONITORING SYSTEM:

Subscriber agrees to supply, maintain, and have installed in advance of the installation of the monitoring equipment, the following equipment:

Two dedicated analog phone lines terminated with a RJ31x jack.

One dedicated analog phone lines terminated with a RJ31x jack.

110VAC power adjacent to the control panel.

UL certified network equipment.

Cable and connection from network equipment.

Secondary power for all equipment necessary for the transmission and reception of alarm, supervisory, and trouble signals at the protected premises.

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 10966 BIGGE STREET • SAN LEANDRO, CA 94577
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

4. SERVICE CHARGES:

Subscriber agrees to pay PCSI on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay PCSI for all parts and labor at time of service.

Subscriber agrees to pay PCSI the sum of \$_____, per _____, invoiced in _____ payments of \$_____, in advance, for the term of this agreement, for damage caused by ordinary wear and tear commencing the first day of the month next succeeding the date hereof. Dirty smoke detectors and the labor to clean dirty smoke detectors, batteries, electrical surges, water and/or lightning damage, misuse or vandalism, software upgrades and repairs, waterflow switches, tamper switches, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. Additionally, any service or repair work performed by another vendor shall void the service portion of this agreement.

5. INSPECTIONS: APPLICABLE NOT APPLICABLE ONE TIME TEST SATURDAY TEST AFTER HOURS TEST

Subscriber agrees to pay PCSI the sum of \$67205, per year, invoiced at \$67205 for annual test, and/or 36025 for semi annual test and/or \$_____ for each quarterly test of the fire alarm system, in advance, for the term of this agreement, for inspection service. If this option is selected PCSI will make 2 inspections of the fire alarm system. (See Authority Having Jurisdiction (AHJ) inspection standards and consult with AHJ.) Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. PCSI will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair

Unless otherwise specified in the attached Schedule of Equipment and Service, it is Subscriber's responsibility to provide a means of access to devices requiring more than a 12' ladder to reach. Access methods include any ladders, lifts, and hatches that may be required.

Should PCSI technicians show up to a scheduled inspection and are turned away by the Subscriber or their tenant or if test is cancelled with less than 24 hours notice, Subscriber agrees to pay PCSI's turn-away fee. PCSI's turn-away fee is four hours at our then prevailing rates per scheduled technician. If the inspection scheduled was for less than four hours, the turn-away fee will be equal to half the number of hours of the inspection was scheduled for per technician.

Subscriber has pre-authorized \$500.00 worth of repairs for deficiencies found during the inspection.

For entering into testing agreement, Subscriber shall receive 20% off the list price of replacement parts.

6. CERTIFICATES/LICENSES/PERMITS: APPLICABLE NOT APPLICABLE

Subscriber agrees to pay PCSI the amount indicated below, per filing, in advance for the term of this agreement, for the selected services.

UL CERTIFICATE:

If this option is required PCSI will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the system to keep the Certificate in force.

SAN FRANCISCO POLICE CODE ARTICLE 37 ALARM LICENSE:

If this option is required PCSI will process alarm system registration with the San Francisco Police Department.

LOS ANGELES FIRE DEPARTMENT CHIEF'S REGULATION 4:

If this option is required PCSI will process fire alarm system inspections with the Los Angeles City Fire Department

LONG BEACH FIRE DEPARTMENT FP REQUIREMENT 12.001:

If this option is required PCSI will process fire alarm system inspections with the Long Beach Fire Department.

AHJ COMPLIANCE ENGINE UPLOAD REQUIREMENT:

If this option is required PCSI will process and upload the fire alarm system inspections with the appropriate AHJ, _____.

CITY/COUNTY/STATE AHJ PERMIT:

If this option is required PCSI will process permits with the appropriate AHJ, _____.

Subscriber agrees to pay PCSI for any inspections or required changes-at our then prevailing rates.

7. RUNNER SERVICE: APPLICABLE NOT APPLICABLE

Subscriber agrees to pay PCSI the sum of \$_____, per _____, invoiced in _____ payments of \$_____, in advance for the term of this agreement, for UL Runner Response Service for up to _____ Runs per year. If this option is selected PCSI's Runner upon notification from Remote Supervising Station of any alarm, supervisory or trouble signals, to the best of PCSI's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue PCSI (2) sets of all keys necessary for PCSI to enter into all locked areas of Subscriber's location. Subscriber agrees to pay PCSI for any additional Runs at PCSI's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once PCSI is on site.

If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched Subscriber agrees to pay for such service at the rate of \$_____ per call.

8. CREDIT INVESTIGATION:

Subscriber and any guarantor authorizes PCSI to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

9. PAYMENT REMITTANCE:

Total outstanding on all invoices must be remitted Net 15.

10. MONITORING SERVICES PROVIDED:

Upon receipt of a fire alarm signal from Subscriber's fire alarm system Two Way Communication/AOR, Emergency Phone System, and/or Elevator Emergency Phones or its designee communication center, hereinafter referred to as Remote Supervising Station, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of PCSI or its Remote Supervising Station and PCSI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of PCSI and are not maintained by PCSI except PCSI may own the radio network and PCSI shall not be responsible for any failure which prevents transmission signals or data from reaching the Remote Supervising Station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment and Two Way Communication System/AOR, Emergency Phone System and/or Elevator Emergency Phones. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish PCSI with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List PCSI will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 10966 BIGGE STREET • SAN LEANDRO, CA 94577
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

Signature
James Warner _____
Print
8-3-22 _____
Date

Signature _____
Print _____
Date



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

any obligation herein and may notify AHJ of termination. All actions or proceedings against PCSI must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against PCSI in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement. If PCSI prevails in any litigation or arbitration between the parties, Subscriber shall pay PCSI's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by PCSI against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against PCSI must be commenced within one year of the accrual of the cause of action or shall be barred. Subject to Subscriber's right to bring any claim against PCSI for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where PCSI's principal place of business is located.

30. PCSI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:

Subscriber agrees that PCSI is authorized and permitted to subcontract any services to be provided by PCSI to third parties who may be independent of PCSI, and that PCSI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints PCSI to act as Subscriber's agent with respect to such third parties, except that PCSI shall not obligate Subscriber to make any payments to such third parties. PCSI shall be permitted to assign this agreement and upon such assignment shall have no further obligation hereunder. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to PCSI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and communication centers of PCSI.

31. NON-SOLICITATION:

Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of PCSI assigned by PCSI to perform any service for or on behalf of Subscriber for a period of two years after PCSI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, PCSI shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCSI, times twelve, together with PCSI's counsel and expert witness fees.

32. SECURITY INTEREST/COLLATERAL:

In order to secure all indebtedness or liability of Subscriber to PCSI, Subscriber hereby grants and conveys to PCSI a security interest in, and mortgages to PCSI all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow PCSI to execute in Subscriber's name a UCC-1 statement.


33. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS:

This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except PCSI's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 4 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

Pyro-Comm Systems, Inc.:


Signature _____
James Warner
Print _____
8-3-22
Date _____

Subscriber:

Signature _____
Print _____
Date _____



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

Subscriber's Company Name: Holtville Unified School

Subscriber's Company Address:

Subscriber's Premises Name: John Paul

Subscriber's Premises Address: Click or tap here to enter text.

Scope of Work: Inspection Testing

In accordance with the agreement dated 6-16-22 between PYRO-COMM SYSTEMS, INC. (hereinafter referred to as "PCSI" or "ALARM COMPANY") and Subscriber, which this Schedule supplements, the following equipment is covered therein. All provisions of the agreement govern this Schedule of Equipment and Services and nothing contained herein is intended to modify or terminate the agreement or any provision contained therein.

INSPECTIONS DEFINED

An annual inspection provides for one 100% inspection of the alarm system. A semi-annual inspection provides for one 100% inspection of the alarm system and one inspection of any waterflow switches and tamper valve sensors. These occur six months apart. A quarterly inspection provides for one 100% inspection of the alarm system and three inspections of any waterflow switches and tamper valve sensors. These occur three months apart.

EQUIPMENT COUNT

| | | | |
|-----|------------------------------------|-----|-----------------------------|
| 4 | Control Panel | | Pre-Action Supervision |
| 4 | DACT | | Hood Supervision |
| 4 | Annunciator/Amplifier/Power Supply | | Elevator Recall Supervision |
| | Voice Evacuation System | | Sprinkler Tamper Valve |
| 692 | Smoke Detector | | Sprinkler Waterflow |
| 117 | Heat Detector | | Sprinkler PIV |
| | Heat Detector - Attic | | Sprinkler OS & Y |
| | Duct Detector | | Sprinkler Bell |
| | In-Duct Detector | | Strobe Light |
| 4 | Beam Detector | | Horn/Strobe Light |
| | Carbon Monoxide Detector | | Horn |
| | Manual Pull Station | | Mini Horn |
| | Magnetic Door Holder | | Speaker |
| | Modules | 255 | Speaker/Strobe Light |
| | Relays | | Remote Test Indicator |
| 32 | Batteries | | |
| | Automatic Fire Sprinkler System | | |

CERTIFICATES, LICENSES, AND PERMITS

| | |
|-------------------------------|----------------------------|
| UL Certificate | LBFD FP Requirement 12.001 |
| SFPC Article 37 Alarm License | LAFD Chief's Regulation 4 |

REPORTS

| | |
|--------------------|--|
| Sensitivity Report | |
|--------------------|--|

SUB CONTRACTORS

| | |
|--|--|
| | |
|--|--|

NOTES

Elevators recall or other supervision function testing needs to be scheduled by the customer and should be scheduled for the same time a fire panel testing. Service rates will apply if elevator or other supervision testing to schedule outside of fire panel test. (Fire panel technician will need to assist elevator or other supervision equipment technician in testing.)

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

Pyro-Comm Systems, Inc.:

Subscriber:

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 10966 BIGGE STREET • SAN LEANDRO, CA 94577
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

compliance with PCSI's notification obligation. All changes and revisions to the account information shall be supplied to PCSI in writing. Subscriber authorizes PCSI to access the control panel and/or communicator to input or delete data and programming. PCSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Remote Supervising Station's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Remote Supervising Station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

Emergency Phone System and/or Elevator Emergency Phone monitoring;

COMMUNICATION CONNECTION:

Communication link between Elevator / Emergency Phone System and the control panel with associated wiring shall be installed and maintained by the installing contractor, not PCSI and the installing contractor shall program the communication device installed in Emergency Phone System to central station assigned communication channel.

COMMUNICATION SERVICE:

PCSI or its designated central station shall provide central office monitoring of the communication device, 24 hours 7 days a week, when activated by an occupant in the Two-Way Communication System/AOR and/or Elevator Emergency Phone System. Subscriber acknowledges that PCSI has not installed or serviced any part of the Elevator / Emergency Phone System including but not limited to the communication device, all of which has been installed and serviced by others. PCSI has not inspected and has no responsibility to inspect, test or service the communication device within the Elevator Emergency Phone System. It is the Subscriber's responsibility to install and service a single button call device, or any other communication equipment, in accordance with AHJ [Authority Having Jurisdiction] requirements, and select and provide communication pathways to transmit Area of Refuge Emergency Phone System and Elevator Emergency Phone System signals, either nonverbal emergency only or two way voice communication. It is Subscriber's responsibility to comply with AHJ requirements for Area of Refuge Emergency Phone Systems/Elevator Emergency Phone System and signal transmission and PCSI has no responsibility to and has not recommended or installed any communication device or communication pathway. It is the responsibility of Subscriber to select, install, test and maintain the operation of Area of Refuge Emergency Phone System service in accordance with AHJ requirements. PCSI's sole obligation shall be to monitor and provide appropriate response to emergency nonverbal signals or two-way audio communication from within the Area of Refuge

TELEPHONE OR OTHER COMMUNICATION PATHWAY SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:

Subscriber acknowledges that the Area of Refuge Emergency Phone System and Elevator cab connects to a standard telephone jack and communicates over standard telephone lines using two-way voice communication unless the AHJ approves other communication pathways, such as but not limited to Internet VoIP, cellular or radio.

TESTING AND SERVICE OF SYSTEM:

The parties hereto agree that the Emergency Phone System and/or Elevator Emergency Phone System, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Area of Refuge Emergency Phone System/Elevator Emergency Phone System and to notify PCSI if the communication hook up between the Area of Refuge Emergency Phone System/Elevator Emergency Phone System and the Subscriber provided communication service is in need of repair or replacement. PCSI shall not be required to service or replace any equipment within the Area of Refuge Emergency Phone System/Elevator Emergency Phone System.

SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:

Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by PCSI.

11. RUNAWAY ACCOUNTS:

Monitoring accounts that send excessive trouble signals may be subject to additional charges. Excessive signals are determined as in excess of 75 or more signals in a 24 hour period. Monitoring accounts which meet this criteria may be subject to the additional charge of \$10 per signal.

12. TERMINATION OF SERVICES:

PCSI reserves the right, and shall if required by the AHJ, notify the AHJ that PCSI's monitoring services have been terminated. PCSI shall be permitted to terminate its monitoring services in the event of Subscriber's nonpayment or upon notice that the communication device or pathway is inoperable, and Subscriber shall remain liable for continued performance under this agreement.

13. TERM OF AGREEMENT AND RENEWAL:

The term of this agreement shall be for a period of _____. This agreement shall renew every _____ thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law.

14. INSURANCE CERTIFICATES/W-9/THIRD PARTY VENDOR PORTALS:

Subscriber agrees to pay PCSI additional costs for any insurance certificates, W-9s, and third-party vendor portal creation and maintenance fees.

15. INCREASES OF MONTHLY CHARGE:

After the expiration of one year from the date hereof PCSI shall be permitted from time to time to increase charges by an amount not to exceed 9% each year and Subscriber agrees to pay such increase as invoiced.

16. ALARM EQUIPMENT REMAINS PERSONALTY:

All equipment and material installed by PCSI shall remain personal property and shall not be considered or deemed a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by PCSI.

17. EQUIPMENT LIMITED WARRANTY:

In the event that any part of the equipment becomes defective, PCSI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. PCSI reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. PCSI's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. PCSI is not the manufacturer of the equipment and other than PCSI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, PCSI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. PCSI does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. PCSI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than PCSI. PCSI shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by PCSI shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on PCSI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that PCSI has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for PCSI's breach of this agreement or negligence to any degree under this agreement is to require PCSI to repair or replace, at PCSI's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If PCSI is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to service contracted under paragraph 4 of this agreement.

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 10966 BIGGE STREET • SAN LEANDRO, CA 94577
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014



Pyro-Comm Systems, Inc.

15531 CONTAINER LANE • HUNTINGTON BEACH, CA 92649

(714) 902-8000 • FAX (714) 902-8001

18. DELAY IN INSTALLATION/ALTERATION OF PREMISES FOR INSTALLATION/RISK OF LOSS OF MATERIAL:

PCSI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including PCSI's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. PCSI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in PCSI's sole discretion for the installation and service of the equipment, and PCSI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement. Subscriber assumes all risk of loss of material once delivered to the job site.

19. SERVICE OF SYSTEM:

The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber. PCSI shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, PCSI shall, during the warranty period or if service has been contracted under this agreement, service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 7:30 a.m. and 4 p.m. Service outside of business hours will be at PCSI's then prevailing rates for labor, travel, and expenses

It is the responsibility of Subscriber to provide a means of access to devices requiring more than a 12' ladder to reach. Access methods include any ladders, lifts, and hatches that may be required.

20. EMERGENCY/AFTER HOURS CALLS:

If service has been contracted under this agreement, and Subscriber is requesting same-day emergency or after-hours service outside of PCSI's business hours of Monday through Friday 7:30 a.m. and 4 p.m., Subscriber will be charged a premium of \$100.00 per hour in lieu of PCSI's then prevailing rates.

21. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:

Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by PCSI.

22. LIEN LAW:

PCSI or any subcontractor engaged by PCSI to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

23. ADDITIONAL PAYMENTS:

In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to PCSI any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon PCSI because of this agreement. Should PCSI be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay PCSI for such service or material.

24. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:

Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse PCSI for any fines relating to permits or false alarms. PCSI shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should PCSI be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay PCSI for such service or material.

25. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:

Subscriber agrees to and shall indemnify and hold harmless PCSI, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by PCSI's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against PCSI or PCSI's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of PCSI. PCSI shall have the right to assign this agreement and shall be relieved of any obligations created herein upon such assignment.

26. EXCULPATORY CLAUSE:

PCSI and Subscriber agree that PCSI is not an insurer and no insurance coverage is offered herein. The fire equipment and PCSI's services are designed to reduce certain risks of loss, though PCSI does not guarantee that no loss will occur. PCSI is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PCSI's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases PCSI from any claims for contribution, indemnity or subrogation.

27. INSURANCE:

The Subscriber shall maintain a policy of public liability, property damage, fire insurance under which PCSI and the Subscriber are named as insured. PCSI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber shall obtain insurance to cover any loss the fire alarm services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against PCSI and its subcontractors for loss or damages caused by perils intended to be detected by the fire alarm services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

28. LIMITATION OF LIABILITY:

Subscriber agrees that should there arise any liability on the part of PCSI as a result of PCSI's negligent performance to any degree or negligent failure to perform any of PCSI's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that PCSI's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, whichever is greater. If Subscriber wishes to increase PCSI's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with PCSI's increased liability. This shall not be construed as insurance coverage.

29. LEGAL ACTION:

The parties agree that due to the nature of the services to be provided by PCSI, the payments to be made by Subscriber for the term of this agreement are an integral part of PCSI's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate PCSI's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to PCSI all amounts due for installation, extras, and 80% of the balance due for the term of this agreement as liquidated damages. Additionally, in the event PCSI retained ownership of the communication system and Subscriber breaches this agreement PCSI may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. PCSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 10966 BIGGE STREET • SAN LEANDRO, CA 94577
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014

3. The fire area contains an ambulatory care facility.
4. For Group B occupancies containing educational facilities, see Section 907.2.2.2.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.2.1 Ambulatory care facilities. Fire areas containing ambulatory care facilities shall be provided with an electronically supervised automatic smoke detection system installed within the ambulatory care facility and in public use areas outside of tenant spaces, including public corridors and elevator lobbies.

Exception: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 provided that the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.2.2 Group B Educational facilities. Every Group B building used for educational purposes shall be provided with a manual or automatic fire alarm system. This provision shall apply to, but shall not necessarily be limited to, every community college and university.

Exception: Privately owned trade or vocational schools or any firm or company which provides educational facilities and instructions for its employees.

907.2.3 Group E. A manual and automatic fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies with an occupant load of 50 or more persons or containing more than one classroom or one or more rooms used for Group E or 1-4 day care purposes in accordance with this section. Where automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. One additional manual fire alarm box shall be located at the administration office or location approved by the AHJ.

Exceptions:

1. For public school state funded construction projects see Section 907.2.29.
2. For public schools see Section 907.2.3.7.
3. For private schools see Section 907.2.3.8.

907.2.3.1 System connection. Where more than one fire alarm control unit is used at the school campus, they shall be interconnected and shall operate all notification appliances.

Exception: Interconnection of fire alarm control units is not required when all of the following are provided:

1. Buildings that are separated a minimum of 20 feet (6096 mm) and in accordance with the California Building Code; and
2. There is a method of two-way communication between each classroom and the school administrative office approved by the fire enforcing agency; and
3. A method of manual activation of each fire alarm system is provided.

907.2.3.2 Assemblies located within a Group E occupancy. Assembly occupancies with an occupant load of less than 1,000 and located within a Group E occupancy campus or building shall be provided with a fire alarm system as required for the Group E occupancy.

907.2.3.3 Notification. The fire alarm system notification shall comply with the requirements of Section 907.5.

907.2.3.4 Annunciation. Annunciation of the fire alarm system shall comply with the requirements of Section 907.6.4.1.

907.2.3.5 Monitoring. School fire alarm systems shall be monitored in accordance with Section 907.6.6.3.

907.2.3.6 Automatic fire alarm system. Automatic detection shall be provided in accordance with this section.

907.2.3.6.1 Smoke detectors. Smoke detectors shall be installed at the ceiling of every room and in "ceiling-plenums" utilized for environmental air. Where the ceiling is attached directly to the underside of the roof structure, smoke detectors shall be installed on the ceiling only.

Exception: Where the environment or ambient conditions exceed smoke detector installation guidelines, heat detectors or fire sprinklers shall be used.

907.2.3.6.2 Heat detectors. Heat detectors shall be installed in combustible spaces where sprinklers or smoke detectors are not installed.

907.2.3.7 Public school campuses. An automatic fire alarm system in compliance with Section 907.2.3 shall be provided in new buildings for all occupancies on Kindergarten through 12th grade public school campuses.

Exceptions:

1. A manual fire alarm system may be provided for a relocatable building that is sited with the intent that it be at the site for less than three years and is sited upon a temporary foundation in a manner that is designed to permit easy removal. Also see CCR, Title 24, Part 1, California Administrative Code, Section 4-314 for definition of relocatable building.
2. A fire alarm system is not required for detached buildings designed and used for non-instructional purposes that meet the applica-

ble requirements for that occupancy. Buildings would include, but not be limited to:

- Concession Stand
- Press Box
- Restroom Facilities
- Shade Structure
- Snack Bar
- Storage Building
- Ticket Booth

907.2.3.8 Private schools. An automatic fire alarm system shall be provided in new buildings of private schools.

Exception: Automatic detection devices are not required where an approved automatic sprinkler system is installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate on sprinkler water flow and manual activation is provided from a normally occupied location.

907.2.3.9 Day care, Group E.

907.2.3.9.1 An automatic fire alarm system shall be provided in all buildings used as or containing a Group E day care.

Exception: Automatic detection devices are not required where an approved automatic sprinkler system is installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate on sprinkler water flow and manual activation is provided from a normally occupied location.

907.2.3.9.2 Smoke detectors shall be installed in every room used for sleeping or napping.

907.2.3.10 Day care, Group E or Group I-4 located on a public school campus. An automatic fire alarm system shall be provided in all buildings used as or containing a Group E or Group I-4 day care.

907.2.4 Group F. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where both of the following conditions exist:

1. The Group F occupancy is two or more stories in height.
2. The Group F occupancy has a combined occupant load of 500 or more above or below the lowest level of exit discharge.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

907.2.5 Group H. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group H-5 occupancies and in occupancies used for the manufacture of organic coatings. An automatic smoke detection system shall be installed for highly toxic gases, organic peroxides and oxi-

dizers in accordance with Chapters 60, 62 and 63, respectively.

907.2.5.1 Group H occupancies located on the 11th story and above. Manual fire alarm boxes shall be required on each side of the 2-hour fire-smoke barrier and at each exit on the 11th story and above.

907.2.6 Group I. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group I occupancies. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be provided in accordance with Sections 907.2.6.1, 907.2.6.2 and 907.2.6.3.3.

Exceptions:

1. Large family day care.
2. Occupant notification systems are not required to be activated where private mode signaling installed in accordance with NFPA 72 is approved by the fire code official and staff evacuation responsibilities are included in the fire safety and evacuation plan required by Section 404.

907.2.6.1 Reserved.

907.2.6.2 Group I-2 and Group I-2.1. A manual and automatic fire alarm system shall be installed in Group I-2 and I-2.1 occupancies. Where automatic fire suppression systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception: Where an entire facility is used for the housing of persons, none of whom are physically or mentally handicapped or nonambulatory, and are between the ages of 18 and 64, the buildings or structures comprising such facility shall be exempt from the provisions of this subsection relating to the installation of an automatic fire alarm system.

907.2.6.2.1 Notification. The fire alarm notification system shall be in accordance with Section 907.5.2.5.

907.2.6.2.2 Automatic fire detection. Smoke detectors shall be provided in accordance with this section.

1. In patient and client sleeping rooms. Actuation of such detectors shall cause a visual display on the corridor side of the room in which the detector is located and shall cause an audible and visual alarm at the respective nurses' station. A nurse call system listed for this function is an acceptable means of providing the audible and visual alarm at the respective nurses' station and corridor room display. Operation of the smoke detector shall not include any alarm verification feature.

Exception: In patient and client rooms equipped with existing automatic door closers having integral smoke detector, the integral detector is allowed to substitute for the room

ESR Construction

Lic # 806964
2039 Crist Drive
Los Altos, CA 94024

July 28, 2022

Holtville Unified School District
621 E 5th Street
Holtville CA 92250

Att: Celso Ruiz

We propose to furnish all material and perform all labor necessary to complete the following for the New Marquee's at Pine Elementary, Holtville Middle School, Holtville High School and Finley Elementary School.

Install new power source to the marquee units.
Demolition of the existing marquee at Pine Elementary and Finley Elementary Schools.

All the work to be completed in a substantial workmanship like manner according to standard practice for the sum of \$38,300.00.

Progress of payments to be made upon agreement and final payment upon completion.

Sincerely,



Ed Ramans
Lic # 806964
esred@sbcglobal.net