

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.
The number below MUST appear on all invoices, pkgs., etc.
192210
P.O. Date: 09/07/2018
Req Date: 09/06/2018

(559) 274-4700 FAX: ()

cc/ Anita L.

Invoice To:

Ship Prepaid To:

.CENTRAL UNIFIED SCHOOL DISTRICT 7600 - CENTRAL USD OPERATIONAL S
ACCOUNTS PAYABLE(559-274-4700) C. LOMELI 559-275-9560x71201
4605 N POLK 4200 N. GRANTLAND
FRESNO CA 93722-5334 FRESNO CA 93723-0000

TO: VE# 6227 FAX# (559) 275-8006 Phone# (559) 275-3795

COSCO FIRE PROTECTION INC
4233 W SIERRA MADRE STE 108
FRESNO CA 93722

Remit To:

COSCO FIRE PROTECTION INC
4233 W SIERRA MADRE STE 108
FRESNO CA 93722-_____

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	MAINT, DISTRICT WIDE LOCATING, TESTING AND MAPPING FIRE PROTECTION BACKFLOW DEVICES	\$0.00	\$0.00
1	Each	QUOTE DATEAD 9/5/18 (ATTACHED)	\$4,200.00	\$4,200.00
<p>"ESTIMATE" PURCHASE ORDER - PO VALID UNTIL 6/30/19 RECEIVER REQUIRED INVOICE NOT TO EXCEED PO AMOUNT FREIGHT DELIVERIES BY APPT ONLY DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS WILL BE REFUSED. PO SUBJECT TO PO TERMS AND CONDITIONS - see www.centralunified.org VENDOR MUST CHECK-IN AT MAIN OFFICE</p>				
Sub Total:				\$4,200.00
Discount:				\$0.00
Tax:				\$0.00
P.O. Total:				\$4,200.00

Requested By:	MAINTENANCE	Authorized By:	kh	Requisition #:	192264
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Fu---Re---Y-Gl---Fn---Ob-----Si--RP---Mg
0100-81500-0-0000-8100-580000-000-7600-7600

Amount
\$4,200.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges, add to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved _____

SEP 10 2018



COSCO
Fire Protection

4233 W. Sierra Madre #108, Fresno, Ca 93722
(559) 275-3795, fax (559) 275-8006
E-mail; [ggarcia@coscofire.com]
site; [http://www.coscofireprotection.com/
License # C-16 577621

Web
State

Date 9/5/2018

Central Unified Backflows

Page 1 of 2

From The Desk of

Greg Garcia

Cosco Fire Protection, Inc. Fresno, Ca.

Carlos

4200 N Grantland Ave. Fresno

Ph; 559-994-1401

Fax;

Re: Quote for Locating, Testing and Mapping all Sites

Quote to perform annual backflow testing, locating and mapping backflow devices at all Central Unified sites. Backflows will be identified by site, serial number and registered on site plans provided by Central Unified. All devices will be entered into Bsi tracking system upon completion of task listed. Backflows will be set up for annual testing in July during summer vacation.

Labor.....\$4,200.00

Labor Quote Only

Does not include cost for repair which may or may not be needed to certify backflow.

Cosco Fire Protection can not assume responsibility for the integrity of the existing system. Existing valves, including alarm valves, check valves and control valves, must be operational and function properly. If the system(s) cannot be shut down due to faulty valves or if work performed cause old existing valves to leak, a quote for further repairs will be provided.

Excluding;

- 1 Backflow preventor testing, unless otherwise noted.
- 2 Bonding, unless otherwise noted.
- 3 Fire watch or associated fees.
- 4 Overtime, weekend, holiday or shift work, unless otherwise noted.
- 5 Liquidated damages or "time is of the essence" requirements
- 6 Permit fees, unless otherwise noted.

Accepted

Dated

Reviewed by



COSCO Fire Protection

4233 W. Sierra Madre,
Fresno, Ca. 93722
559-275-3795 Lic# 577621 Class 10 & 16

TERMS AND CONDITIONS

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ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchasers order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchasers order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Sellers proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Sellers written consent and upon terms, which reimburse Seller for work performed, reasonable profit and overhead.

PAYMENT

Terms of payment have been set at net 30-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorneys fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, omissions of the Purchaser, civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Sellers subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance of any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the Seller due to water, quicksand, rock or other unforeseen obstructions encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available and necessary permits. Where wet pipe system is inspected/tested, Purchaser shall supply and maintain sufficient heat to prevent freezing of system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the alarm and/or fire sprinkler system and its related equipment. The Purchaser shall have all things in readiness for inspection/test at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which the basis of Sellers proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCE

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Sellers work caused by such other trades.

LIMITATIONS OF LIABILITY

THE SELLER MAKES NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of Seller shall constitute a warranty by the Seller or give rise to any liability or obligation. Sellers liability to Purchaser for warranty, negligence, tort, strict liability or otherwise.

SEVERABILITY

Should any part, term or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Sellers Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchasers facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITION/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those put in Sellers technical specifications and Sellers authorized representative shall resolve any inconsistencies.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California State.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium costs including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specification, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of the contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, or any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Purchaser against the Seller unless (48) hours prior written notice is given to Seller to correct any alleged deficiencies/clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.