



[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2018745**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 11/05/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform an Semi-annual Fire Kitchen Hood Suppression System Inspection. Links will be replace as required at \$15 each.

Hood cleaning must done prior to Inspection to avoid a discrepancy notification of non compliance.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Hood cleaning

Responsibility for integrity of existing piping, devices or components.

Koetter Fire Protection not responsible for any damage caused during the operation of fire suppression system or associated equipment.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Kichen Suppression systems for Semi- Annual Inspections for All Schools

Location - Building

Semi - Annual Inspection for East Elementary

Location - Building

Kitchen Suppression system Semi - Annual inspection High School.

Location - Building

Kitchen Suppression system inspection for Semi - Annual inspection for Middle School.

Services to be completed

Location - Building

Kitchen Suppression system Semi - Annual inspection for West Intermediate.

Location - Building

Kitchen Suppression system Semi - Annual inspection for Wilma Magee.

Location - Building

Kitchen Suppression system Semi - Annual inspection.

Location - Building

Nozzles add 15.00 each

Caps 5.00 each

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|-------------|---------------------------------|----------|------------|----------|
| | Semi -Annual Inspection H.S. | 1 | \$150.00 | \$150.00 |
| | Compliance Engine H.S. | 1 | \$50.00 | \$50.00 |
| | Kitchen Hood Service Charge | 1 | \$55.00 | \$55.00 |
| | Semi - Annual Kitchen Hood East | 1 | \$150.00 | \$150.00 |
| | Compliance Engine East | 1 | \$50.00 | \$50.00 |
| | Kitchen Hood Service Charge | 1 | \$55.00 | \$55.00 |
| | Semi - Annual Kitchen Hood M.S. | 1 | \$150.00 | \$150.00 |
| | Compliance Engine M.S. | 1 | \$50.00 | \$50.00 |
| | Kitchen Hood Service Charge | 1 | \$55.00 | \$55.00 |
| | Semi - Annual Hood West | 1 | \$150.00 | \$150.00 |
| | Compliance Engine West | 1 | \$50.00 | \$50.00 |
| | Hood system Service Charge | 1 | \$55.00 | \$55.00 |
| | Semi - Annual Magee | 1 | \$150.00 | \$150.00 |
| | Compliance Engine Magee | 1 | \$50.00 | \$50.00 |
| | Hood system Service Charge | 1 | \$55.00 | \$55.00 |
| | Semi - Annual Hood W.R. | 1 | \$150.00 | \$150.00 |
| | Compliance Engine W.R. | 1 | \$50.00 | \$50.00 |
| | Hood system Service Charge W.R. | 1 | \$55.00 | \$55.00 |
| GRAND TOTAL | | | \$1,530.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

****2.****Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

****3.****Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the

Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote Close

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:



From Koetter Fire Protection of
 Corpus Christi -A Pye-
 Barker Fire & Safety
 Company-
 229 South Padre Island
 Drive
 Corpus Christi TX 78405
 361-814-3473

Quote No. 2018744
 Type Unknown
 Prepared By Ken Robichaux
 Created On 11/05/2024

Quote For Calallen ISD
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi TX 78410
 (361) 242-5600

Description of Work

Monitoring Services Agreement

This agreement made by Koetter Fire Protection of Corpus Christi, LLC a Texas corporation, (hereinafter called the Company) and Calallen ISD, 4001 Wildcat, Corpus Christi (hereinafter called the Subscriber)

WITNESSETH: That for the considerations hereinafter specified, the parties do, for themselves, their successors and assigns, manually agree as follows:

1. The company agrees to provide monitoring and notification services as set forth in this Agreement through NMC Central Monitoring Station. The fee to be paid by Subscriber to Company for such services shall be as listed below.
2. Such fees will be paid to the Company by the Subscriber in advance at the beginning of service. Subscriber agrees explicitly that failure to make the payments herein provided shall automatically terminate the Company's obligation to render its services to the Subscriber. However, the failure to render its services shall not be considered an election of remedies by the Company, and this Agreement will remain in full force and effect until terminated mutually by both parties.
3. The term of this Agreement is for one year(s) and shall automatically renew from year to year unless the company or the Subscriber gives notice to the other of its intention not to renew thirty days before the commencement of the renewal period.
4. The Company and the Subscriber agree that the Company's sole and only obligation under this agreement is to provide monitoring services through NMC Central Monitoring Company. It is understood that the Company owns none of the electro-protective equipment on the Subscriber premises and has no responsibility for the condition and/or the functioning thereof and that maintenance, repair, service, replacement, and insurance of the equipment are not covered by this agreement.
5. The Company shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment, nor shall the Company incur any liability for any delay in response time or non-response of Police, Fire, or other authorities or individuals notified by NMC Central Monitoring Company.
6. The Company shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment on Subscribers premise. This agreement may be suspended by the Company should the equipment become so disabled or unreliable that further monitoring is impracticable.
7. It is understood and agreed by the parties hereto that the Company is not an insurer and that insurance if any, covering personal injury or property damage on Subscribers premises shall be obtained by the Subscriber. The Company is being paid to monitor a system designed to reduce certain risks of loss and the amount being charged by the Company is not

sufficient to guarantee that no loss will occur. The Company is not assuming responsibility for any losses, which may occur, even if due to Company negligence or failure to perform any obligation under this agreement.

- 8. Since it is impractical and extremely difficult to fix actual damages which may arise due to the failure of services provided If, notwithstanding the above provisions, there should arise any liability on the part of the Company, such liability for a loss sustained by the Subscriber caused by the Company's negligence, shall be limited to \$250.00 as liquidated damages. This sum shall be the complete limit of the Company's liability and shall not be deemed as a penalty.
- 9. The parties specifically agree that any notices required to be given under this Agreement shall be made in writing and sent to the address of each party indicated herein. This agreement contains the entire understanding between parties and may be altered or modified only in writing agreed to by both parties. This Agreement may not be assignable by either party except upon the written consent of both parties.
- 10. **If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.**

Services to be completed

[Alarm Monitoring] Location - Building

Annual Monitoring for Calallen High School

[Alarm Monitoring] Location - Building

Annual Monitoring for Calallen Multi - Purpose Building.

[Alarm Monitoring] Location - Building

Annual Monitoring for Calallen - Fema Dome

[Alarm Systems] Location - Building

Annual Monitoring for Calallen Agriculture Building.

[Alarm Monitoring] Location - Building

Annual Monitoring for Calallen Middle School.

[Alarm Monitoring] Location - Building

Annual Monitoring for Middle School - Gym 3

[Alarm Monitoring] Location - Building

Annual Monitoring for East Elementary.

[Alarm Monitoring] Location - Building

Annual Monitoring for West Intermediate.

[Alarm Monitoring] Location - Building

Annual Monitoring for Wood River Elementary.

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|--------------------|---|----------|------------|-------------------|
| | Annual Fire Alarm Monitoring Callen High School | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for Calallen Multi - Purpose | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for Agriculture Building | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for Fema - Dome | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for Middle School | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring Middle School Gym - 3L | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for East Elementary | 1 | \$840.00 | \$840.00 |
| GRAND TOTAL | | | | \$7,560.00 |

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|------|--|----------|--------------------|-------------------|
| | Monthly Monitoring for West Intermediate | 1 | \$840.00 | \$840.00 |
| | Annual Monitoring for Wood River | 1 | \$840.00 | \$840.00 |
| | | | GRAND TOTAL | \$7,560.00 |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

2.Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3.Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be

limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2018638**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 10/15/2024
 Valid Until 11/29/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Fire Alarm Inspection.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Responsibility for integrity of existing wiring, devices or components.

Elevator company technician required for elevator recall inspection.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.

3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Annual Fire Alarm Inspection High School

Location - Building

Annual Fire Alarm Inspection East Elementary.

Location - Building

Annual Fire Alarm Inspection Fema Dome.

Location - Building

Annual Fire Alarm Inspection Multi - Purpose

Location - Building

Annual Fire Alarm Inspection Middle School.

Location - Building

Services to be completed

Annual Fire Alarm Inspection West Intermediate.

Location - Building

Annual Fire Alarm Inspection Magee.

Location - Building

Annual Fire Alarm Inspection Wood River

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|------|--|----------|-------------|------------|
| | Annual Fire Alarm Inspection High School | 1 | \$4,230.00 | \$4,230.00 |
| | Compliance Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection East | 1 | \$2,550.00 | \$2,550.00 |
| | -Compliance Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection Fema Dome | 1 | \$870.00 | \$870.00 |
| | Compliance Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection Multi Purpose | 1 | \$870.00 | \$870.00 |
| | Compliance Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection Middle School | 1 | \$3,015.00 | \$3,015.00 |
| | Compliance Engine | 2 | \$50.00 | \$100.00 |
| | Annual Fire Alarm Inspection West | 1 | \$2,150.00 | \$2,150.00 |
| | Compliance Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection Magee | 1 | \$2,905.00 | \$2,905.00 |
| | Complaince Engine | 1 | \$50.00 | \$50.00 |
| | Annual Fire Alarm Inspection Wood River | 1 | \$1,850.00 | \$1,850.00 |
| | Compliance Engine | 1 | \$50.00 | \$50.00 |
| | GRAND TOTAL | | \$18,890.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

****2.****Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

****3.****Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote[Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote[Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.



[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From
229 South Padre Island Drive
Corpus Christi, TX 78405
(361) 814-3473

Quote No. **2018738**
Type Inspection
Prepared By Ken Robichaux
Created On 11/05/2024
Valid Until 11/29/2024

Quote For
Calallen ISD
Calallen ISD Administration
4205 Wildcat Drive
Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Fire Backflow Inspection. In the event that any water must be pumped out to perform the scope of work, a additional \$75 fee will be added the price quoted.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, TCEQ, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Cleaning of existing backflow parts.

Responsibility for the integrity of existing system piping, devices or components.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Annual Fire Backflow Inspection High School

Location - Building

Annual Fire Backflow Wilma Magee

Location - Building

Annual Fire Backflow Middle School

Location - Building

Annual Fire Backflow Multi- Purpose

Location - Building

Services to be completed

Annual Fire Backflow Fema Dome

Location - Building

Annual Fire Backflow West Intermediate

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|------|---|----------|-------------------|----------|
| | Annual Fire Backflow Inspection High School | 1 | \$280.00 | \$280.00 |
| | Vepo- City Filing Fee | 1 | \$30.00 | \$30.00 |
| | Annual Fire Backflow Magee | 1 | \$350.00 | \$350.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Backflow West | 1 | \$250.00 | \$250.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Backflow Middle School | 1 | \$300.00 | \$300.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Backflow Multi - Purpose | 1 | \$350.00 | \$350.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Backflow Fema Dome | 1 | \$350.00 | \$350.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | GRAND TOTAL | | \$2,060.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

****2.****Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

****3.****Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller’s employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for “Qualified Laboratory Sample Test” of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote[Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote[Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote





[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2018739**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 11/05/2024
 Valid Until 11/29/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Domestic Backflow Inspection. In the event that any water must be pumped out to perform the scope of work, a additional \$75 fee will be added the price quoted.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA,TCEQ, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Cleaning of existing backflow parts.

Responsibility for the integrity of existing system piping, devices or components.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Annual Domestic Backflow Inspection High School

Location - Building

Annual Domestic Backflow Magee

Location - Building

Annual Domestic Backflow West Intermediate

Location - Building

Annual Domestic Backflow Middle School

Location - Building

Services to be completed

Annual Domestic Backflow Admin

Location - Building

Annual Domestic Backflow Multi - Purpose

Location - Building

Annual Domestic Backflow Fema Dome

Location - Building

Annual Domestic Backflow East

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|------|--|----------|-------------------|----------|
| | Annual Domestic Backflow High School | 5 | \$125.00 | \$625.00 |
| | Vepo- City Filing Fee | 5 | \$30.00 | \$150.00 |
| | Annual Domestic Backflow Magee | 1 | \$125.00 | \$125.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Domestic Backflow Middle School | 3 | \$125.00 | \$375.00 |
| | Vepo | 3 | \$30.00 | \$90.00 |
| | Annual Domestic Backflow Admin | 1 | \$125.00 | \$125.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Domestic Backflow Multi Purpose | 1 | \$125.00 | \$125.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Domestic Backflow Fema Dome | 3 | \$125.00 | \$375.00 |
| | Vepo | 3 | \$30.00 | \$90.00 |
| | Annual Domestic Backflow East | 2 | \$125.00 | \$250.00 |
| | Vepo | 2 | \$30.00 | \$60.00 |
| | GRAND TOTAL | | \$2,480.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

2.Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3.Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote[Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote[Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.



[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
Corpus Christi, TX 78405
(361) 814-3473

Quote No. **2018741**
Type Inspection
Prepared By Ken Robichaux
Created On 11/05/2024
Valid Until 11/29/2024

Quote For **Calallen ISD**
Calallen ISD Administration
4205 Wildcat Drive
Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Fire Extinguisher Maintenance/Inspection.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

All services outside the scope of work for annual maintenance shall be quoted separately.(6yr maintenance, 12yr Hydro, 5yr hydro etc.....)

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Annual Portable Fire Extinguisher Inspection High School.

Location - Building

Annual Portable Extinguisher Bus Barn.

Location - Building

Annual Portable Extinguisher Middle School

Location - Building

Annual Portable Extinguisher Maintenance Department.

Location - Building

Annual Portable Extinguisher West

Location - Building

Annual Portable Extinguisher East

Location - Building

Services to be completed

Annual Portable Extinguisher Woodriver

Location - Building

Annual Portable Extinguisher Magee

Location - Building

Annual Portable Extinguisher Admin.

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|-------------|--|----------|------------|------------|
| | Service Charge - Extinguisher | 9 | \$55.00 | \$495.00 |
| | Annual Fire Extinguisher /East | 26 | \$7.00 | \$182.00 |
| | Annual Fire Extibguisher High School | 176 | \$7.00 | \$1,232.00 |
| | Annual Fire Extibusher Admin | 9 | \$7.00 | \$63.00 |
| | Annual Fire Extibguisher Maintenance | 17 | \$7.00 | \$119.00 |
| | Annula Fire Extinguisher Bus Barn | 40 | \$7.00 | \$280.00 |
| | Annual Fire Extinguisher Middle School | 53 | \$7.00 | \$371.00 |
| | Annual Fire Extinguisher West | 16 | \$7.00 | \$112.00 |
| | Annual Fire Extinguisher Magee | 31 | \$7.00 | \$217.00 |
| | Annual Fire Extinguisher Woodriver | 24 | \$7.00 | \$168.00 |
| GRAND TOTAL | | | | \$3,239.00 |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser’s order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser’s order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser’s order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

2.Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

3.Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller’s employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for “Qualified Laboratory Sample Test” of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote [Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote [Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote





[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2018742**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 11/05/2024
 Valid Until 11/29/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Fire Sprinkler Inspection.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Responsibility for integrity of existing piping, devices or components.

Koetter Fire Protection not responsible for any water damage caused during the operation of Fire Sprinkler System or associated equipment.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.

Services to be completed

Location - Building

Annual Fire Sprinkler High School

Location - Building

Annual Fire Sprinkler Middle School

Location - Building

Annual Fire Sprinkler Magee

Location - Building

Annual Standpipe High School

Location - Building

Services to be completed

Annual Fire Sprinkler Fema Dome

Location - Building

Annual Fire Sprinkler Multi-Purpose

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|--------------------|--|----------|-------------------|------------|
| | Annual Fire Sprinkler Inspection High School | 1 | \$760.00 | \$760.00 |
| | Vepo- City Filing Fee | 1 | \$30.00 | \$30.00 |
| | Annual Fire Sprinkler Middle School | 1 | \$960.00 | \$960.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Sprinkler Magee | 1 | \$1,945.00 | \$1,945.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Sprinkler Fema | 1 | \$1,390.00 | \$1,390.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Fire Sprinkler Multi-Purpose | 1 | \$1,790.00 | \$1,790.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Annual Standpipe High School | 1 | \$680.00 | \$680.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| GRAND TOTAL | | | \$7,705.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser’s order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser’s order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser’s order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

****2.**** Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

****3.**** Should Koetter Fire Protection's work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller’s employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for “Qualified Laboratory Sample Test” of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote[Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote[Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.





[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2018743**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 11/05/2024
 Valid Until 11/29/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection of Corpus Christi for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below and on the accompanied terms and conditions.

SCOPE OF WORK:

Subject to the terms and conditions below, Koetter Fire Protection of Corpus Christi will perform a Annual Fire Clean Agent System Inspection.

Reports to be filed with appropriate authorities and copies available to owners or owners representative.

Work to be performed during normal business hours 8am-5pm.

All work shall be in accordance with NFPA, IFC, State, and local requirements.

EXCLUSIONS: The items listed below are not included and are expressly excluded from the above scope and price:

Tile replacement and repairs of any unsealed penetrations which impairs the integrity of the sealed compartment that the clean agent system is to protect.

Responsibility for integrity of existing Wiring, piping, devices or components.

Corrections of deficiencies if applicable to be quoted separately.

All service not listed in scope of work shall be quoted separately.

Owner responsible for access, coordination and tenant notification. Delays or additional mobilizations caused by owner will be charged additionally.

Overtime hours.

IMPORTANT NOTICE TO CUSTOMERS:

This proposal and the price enumerated herein is automatically null and void after thirty (30) days from the above date.

If payment is made by Credit Card a 3% Fee will be assessed. Contact Koetter Fire Protection of Corpus Christi for details.

Upon acceptance by and unless otherwise agreed by in writing, the terms of this proposal are as follows:

1. All materials, labor, and equipment supplied each month will be paid less agreed upon retainage by you on or before thirty (30) days following submission of an invoice or application for payment (progress payments) by Koetter Fire Protection of Corpus Christi. Final payment shall be made to Koetter Fire Protection of Corpus Christi on or before thirty (30) days after final completion of the work. Koetter Fire Protection of Corpus Christi does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s) of any progress or final payments, and your obligation to make such payments to Koetter Fire Protection of Corpus Christi is not contingent in any way upon your receipt of like payment(s) from the project owner(s).
2. Koetter Fire Protection of Corpus Christi agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection of Corpus Christi or anyone directly employed by Koetter Fire Protection of Corpus Christi, but only to the percentage and extent of negligence Koetter Fire Protection of Corpus Christi contributing to loss.
3. Should Koetter Fire Protection of Corpus Christi work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection of Corpus Christi, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection of Corpus Christi for all costs, including overhead and profit, associated therewith.
4. Customer agrees that the pricing offered in this proposal by KFP for this project is based upon the price of steel and its availability as of the date of this agreement. Customer and KFP agree that given the current market trends and conditions, the cost and availability of steel and steel products may rise and that any increases to the price of steel ordered by KFP for this project after the date of this agreement for any surcharges or other costs imposed, shall result in a corresponding Dollar-For-Dollar increase in KFPs proposal price for this agreement.
5. KFP agrees to provide information to the customer about any increase in the price of steel and customer agrees to execute at KFPs request an addendum, and a non-disclosure agreement with KFP
6. Customer agrees to pay KFP for any increases as described above pursuant to the terms and conditions agreed upon and stated in the proposal, and above mentioned addendum between KFP and the customer.

Services to be completed

Location - Building

Annual Clean Agent Magee

Services to be completed

Location - Building

Semi- Annual Clean Agent Magee

Location - Building

Annual Powder Coating High School

Location - Building

Semi - Annual Powder Coating High School

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|-------------|---|----------|------------|----------|
| | Annual Fire Clean Agent System Inspection | 2 | \$380.00 | \$760.00 |
| | Vepo- City Filing Fee | 2 | \$30.00 | \$60.00 |
| | Semi - Annual Clean Agent | 2 | \$380.00 | \$760.00 |
| | Vepo | 2 | \$30.00 | \$60.00 |
| | Annual Powder Coating | 1 | \$380.00 | \$380.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| | Semi- Annual Powder Coating | 1 | \$380.00 | \$380.00 |
| | Vepo | 1 | \$30.00 | \$30.00 |
| GRAND TOTAL | | | \$2,460.00 | |

Terms and Conditions

The price for work to be performed under this agreement shall be based upon the prevailing Koetter Fire Protection of Corpus Christi, LLC prices for material, labor and related items, in effect at the time supplied under this agreement.

Upon acceptance by your signature below, and unless otherwise agreed by in writing, the terms of this proposal are as follows:

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 Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT

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

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 or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

1. All new customers will be required to complete a credit application with Koetter Fire Protection in order to extend credit and establish billing. If credit is not offered, nor applied for, then payment is due before work begins.

Upon approval of credit by Koetter Fire Protection: 100% of all materials, labor, and equipment supplied will be paid by you on or before thirty (30) days following submission of an invoice by Koetter Fire Protection. Koetter Fire Protection does not assume and expressly disclaims any responsibility for non-payment to you by the project owner(s), and your obligation to make such payments to Koetter Fire Protection is not contingent in any way upon your receipt of like payment(s) from the project owner(s).

****2.****Koetter Fire Protection agrees to indemnify you and the project owner from any reasonable losses due to personal injury or property damage directly caused by or arising directly from, in whole or in part, an act or omission of Koetter Fire Protection or anyone directly employed by Koetter Fire Protection, but only to the percentage and extent of negligence Koetter Fire Protection contributing to loss.

****3.****Should Koetter Fire Protections work be delayed, accelerated, hindered, interfered with, or obstructed in any manner and by any person or entity other than Koetter Fire Protection, you agree, in addition to giving an extension of time for performance, to reimburse Koetter Fire Protection for all costs, including overhead and profit, associated therewith.

THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.

Final payment shall be in all cases due and payable within ten (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable 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, acts or omissions of the Purchaser, acts of 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 Seller's 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 or any other cause or causes 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 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 invoice.

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.

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, wiring, fixtures or other equipment. 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 all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection 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 are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign 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. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon 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 Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE

For the purpose 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 must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of 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 judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. 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 installation, 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, liened 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.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to 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. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all Claims, demands, injury or damages arising from such exposure.

Approve Quote[Close](#)

Please confirm that you approve this quote. Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company- will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Blair McDavid bmc david@calallen.org

Enter your purchase order number, if you have one: Checking this confirms that you have read and accepted the Quote Terms and Conditions.

Request Changes to Quote[Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote





[Approve Request Changes](#)

Koetter Fire Protection of Corpus Christi -A Pye-Barker Fire & Safety Company-

From 229 South Padre Island Drive
 Corpus Christi, TX 78405
 (361) 814-3473

Quote No. **2016619**
 Type Inspection
 Prepared By Ken Robichaux
 Created On 10/19/2023
 Valid Until 11/29/2024

Quote For **Calallen ISD**
 Calallen ISD Administration
 4205 Wildcat Drive
 Corpus Christi, TX 78410

Description of Work

Koetter Fire Protection will provide Service for Inspections and Services for each Calallen ISD Campuses. The quoted amount are line itemed for each location. The quoted prices are for Fire Alarm Inspections, Fire Sprinkler Inspections, Kitchen Hood Systems Annual and Semi Annual Inspections, Clean Agent Annual and Semi Annual Inspections, Fire Backflows, Domestic Backflows, Portable Fire Extinguisher Inspections and Monthly Monitoring.

Services to be completed

Location - Building

Koetter Fire Protection will provide Service for Inspections and Services for each Calallen ISD Campuses. The quoted amount are line itemed for each location. The quoted prices are for Fire Alarm Inspections, Fire Sprinkler Inspections, Kitchen Hood Systems Annual and Semi Annual Inspections, Clean Agent Annual and Semi Annual Inspections, Fire Backflows, Domestic Backflows, Portable Fire Extinguisher Inspections and Monthly Monitoring.

Location - Building

East Elementary :
 Fire Alarm Inspection
 Domestic Backflow Inspection (X2)
 Kitchen Hood Inspection Annual

Services to be completed

Kitchen Hood System Semi-Annual Inspection
Annual Portable Fire Extinguisher Inspections (28)

Location - Building

High School:
Annual Fire Alarm
Annual Hood Inspection
Semi- Annual Hood Inspection
Fire Back Flow
Domestic Backflow X3
Fire Sprinkler (Science Wing)
Fire Alarm Science Wing
Standpipe Annual
Portable Fire Extinguisher Annual (165)
Science Wing Fire Alarm and Sprinkler Inspections added (First time inspection)

Location - Building

Fema Dome:
Annual Fire Alarm Inspection
Annual Sprinkler Inspection
Annual Fire Back flow
Annual Domestic Backflow

Location - Building

Multi - Purpose:
Annual Fire Sprinkler Inspection
Annual Fire Alarm Inspection
Annual Fire Back flow
Annual Domestic Back flow (Pool Pump Room)

Location - Building

Administration Building:
Annual Domestic Backflow Inspections
Portable Fire Extinguishers (9)

Location - Building

Maintenance Department:
Annual Portable Fire Extinguisher Inspections (13)

Location - Building

Middle School:
Annual Fire Backflow Inspection
Annual Kitchen Hood Inspection
Semi-Annual Kitchen Hood Inspection
Annual Fire Sprinkler Inspection
Annual Fire Alarm Inspection
Domestic Backflow Inspection X3
Portable Fire Extinguisher Inspections (50)
Gym 3 Fire Alarm Inspection

Location - Building

Services to be completed

Maintenance Warehouse:
Portable Fire Extinguisher Inspections (3)

Location - Building

West Intermediate:
Annual Fire Alarm Inspection
Annual Kitchen Hood Inspection
Semi - Annual Kitchen Hood Inspection
Annual Fire Sprinkler Inspection
Annual Fire Back Floe Inspection
Annual Domestic Backflow Inspection
Annual Portable Fire Extinguisher Inspections (15)
Annual Fire Sprinkler Inspection

Location - Building

Wilma Magee:
Annual Fire Alarm Inspection
Annual Fire Sprinkler Inspection
Annual Kitchen Hood Inspection
Semi- Annual Kitchen Hood Inspection
Annual Clean Agent Inspection X2
Semi - Annual Clean Agent Inspection
Annual Fire Backflow Inspection
Annual Domestic Backflow Inspection
Annual Portable Extinguisher Inspections (29)

Location - Building

Wood River:
Annual Fire Alarm Inspection
Annual Kitchen Hood Inspection
Semi - Annual Kitchen Hood Inspection
Annual Portable Fire Extinguisher Inspections (21)

Location - Building

Koetter Fire Protection Service Pricing:
Fire Alarm Service for a crew- 200.00 (Technician 115.00 / Helper - 85.00)
Fire Sprinkler Service for a crew- 200.00 (Technician 115.00 / Helper - 85.00)
Annual Standpipe - 450.00
Annual Domestic - 125.00
Annual Irrigation - 125.00
Annual Fire Backflow - 250.00
Monthly Fire Alarm Monitoring - 70.00
Evening Service Rates - 182.50
Weekend Service Rate - 182.50
Compliance Engine - 50.00
Hood System Service Links - 15.00 each
Service Charge - 55.00

Location - Building

Bus Portable Fire Extinguisher Inspection 7.00 each

Location - Building

Services to be completed

Suppression System for Powder Coating Booth . (Annual and Semi - Annual Inspection)

| Code | Parts, Labor, and Items | Quantity | Unit Price | Total |
|-------------|------------------------------------|----------|-------------|-------------|
| | East Elementary Inspections | 1 | \$3,561.00 | \$3,561.00 |
| | Calallen High School Inspections | 1 | \$10,505.00 | \$10,505.00 |
| | Fema Dome Inspections | 1 | \$3,235.00 | \$3,235.00 |
| | Multi - Purpose Inspections | 1 | \$2,785.00 | \$2,785.00 |
| | Administration Inspections | 1 | \$268.00 | \$268.00 |
| | Maintenance Department Inspections | 1 | \$136.00 | \$136.00 |
| | Maintenance Warehouse Inspections | 1 | \$75.00 | \$75.00 |
| | Middle School Inspections | 1 | \$5,470.00 | \$5,470.00 |
| | West Intermediate Inspections | 1 | \$3,930.00 | \$3,930.00 |
| | Annual Fire Alarm Monitoring | 13 | \$840.00 | \$10,920.00 |
| GRAND TOTAL | | | \$40,885.00 | |

Approve Quote [Close](#)

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Blair McDavid bmc david@calallen.org

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