


Inspection, Testing, and Maintenance Cover Sheet

NFPA25 as amended by CCR, Title 19

Property Information:

Business Name: <u>LRC</u> Address: <u>835 College Ave., College of Marin</u> City, State, Zip: <u>Kentfield, CA 94904</u> Contact Name: <u>Heidi Rank</u> Contact Phone: <u>415.485.9645</u> Contact Email: <u>Hrank@marin.edu</u> Inspection Date: <u>12/14/2015</u>	Occupancy/Use: <u>E</u> Construction Type: <u>Type II-A</u> No. Stories: <u>2</u> Year Constructed: <u>June-84</u> 5 Year Certification: <u>NONE</u> Service Request #: <u>33839928</u>	
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Contractor Information: Number of System Risers: 1


Name: <u>SimplexGrinnell</u> Address: <u>3077 Wiljan Ct. Ste. B</u> City: <u>Santa Rosa</u> State: <u>California</u> Telephone: <u>707-578-3212</u> CA License #: <u>986047</u> Performed by: <u>Joseph Gurrola</u> Performed by: _____	Copy sent to: <input checked="" type="checkbox"/> Owner Date: <u>12/14/15</u> <input type="checkbox"/> Fire AHJ Date: _____ <input checked="" type="checkbox"/> Contractor Date: <u>12/14/15</u>
NOTES: 1) For specific inspection, testing, and maintenance requirements & information, see NFPA 25, 2011 edition as amended by California Code of Regulations, Title 19, §901 to §906. 2) Inspection items may be performed by the owner in accordance with California Code of Regulations, Title 19, §904.1(a)	

**Check box for each system inspected and enter the number of forms used for inspection.
Check boxes (Fail or Pass) to indicate status of inspected system at end of inspection.**

Forms Included with this Report	NFPA 25 Chapter	Number of Forms	N/A	Fail	Pass
<input checked="" type="checkbox"/> Automatic Sprinkler System	5			FAIL	
<input type="checkbox"/> Standpipe and Hose System	6				
<input type="checkbox"/> Private Water Supply System	7				
<input type="checkbox"/> Fire Pump	8				
<input type="checkbox"/> Water Storage Tank	9				
<input type="checkbox"/> Water Spray System	10				
<input type="checkbox"/> Foam Water Sprinkler System	11				
<input type="checkbox"/> Water Mist System	12				
<input type="checkbox"/> Concerns that are Not Deficiencies (i.e. Non-Sprinklered Areas)				<input type="checkbox"/> Yes	<input type="checkbox"/> No

*See "Deficiencies and Comments" section at end of each respective form.

Wet Pipe Fire Sprinkler System	California Code of Regulations - Title 19 Inspection, Testing, and Maintenance	Quarterly & Annual Report
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Property Information			Contractor or Licensed Owner Information		
Name:	LRC		Name:	SimplexGrinnell	
Address:	835 College Ave., College of Marin		Address:	3077 Wiljan Ct. Ste. B	
City, State, Zip:	Kentfield, CA 94904		City, State:	Santa Rosa, California	
Contact Name:	Heidi Rank		Phone #:	707-578-3902	
Telephone:	415.485.9645		License # 986047	SR #:	33839928
Email:	Hrank@marin.edu		<input type="checkbox"/> SFM	Misc:	
		<input type="checkbox"/> CSLB			

Riser Information			Main Drain Test (Annual)				
Riser No.	Location / Description	Riser Diameter	Main Drain Diameter	Initial Static Pressure	Residual Pressure	Final Static Pressure	P,F,N/A
1	Equipment/Electrical Room	3 in	1 1/4 in	130	115	130	FAIL


Quarterly Inspections							
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Item		Description	NFPA 25 CA ed. Reference	Date	Date	Date	12/14/15
1.1	I	Control Valves – Identification Sign	13.3.1				PASS
1.2	I	Control Valves – Inspection	13.3.2				PASS
1.3	I	Waterflow Alarm Devices	5.2.5				PASS
1.4	I	Supervisory Devices	5.2.5				PASS
1.5	I	Gauges (Wet Pipe Systems)	5.2.4.1				PASS
1.6	I	Enter Water Supply Pressure Below Riser Check	5.2.4.1				N/A
1.7	I	Enter Water Supply Pressure Above Riser Check	5.2.4.1				N/A
1.8	I	Pressure Readings Acceptable	5.2.4.1				PASS
1.9	I	Hydraulic Design Information Sign (For Hydraulically Designed Systems)	5.2.6				N/A
1.1	I	General Information Sign (Not Required for System prior to 2007 Edition of NFPA 13)	5.2.8				N/A
1.11	I	Heat Tape	5.2.7				N/A
1.12	I	Spare Sprinklers	5.2.1.4				PASS
1.13	I	Fire Department Connections	13.7				PASS
1.14	I	Alarm Valves – Exterior Inspection	13.4.1				N/A
1.15	I	Pressure Reducing Valves	13.5.1.1				N/A
1.16	I	Backflow Preventers	13.6.1				N/A
1.17	I	Small Hose Connections - Hose Valve*	5.1.6, 13.5.2, 13.5.5.1				N/A
1.18	I	PRV – Fire Sprinkler Systems	13.5.1.1				N/A

* Small hose connections are hose valves and optional hose supplied by the fire sprinkler system.

They do not include Class I, II, or III standpipe systems.

Wet Pipe Fire Sprinkler System	California Code of Regulations - Title 19 Inspection, Testing, and Maintenance	Quarterly & Annual Report
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Property Information			Contractor or Licensed Owner Information		
Name:	LRC		Name:	SimplexGrinnell	
Address:	835 College Ave., College of Marin		Address:	3077 Wiljan Ct. Ste B	
City, State, Zip:	Kentfield, CA 94904		City:	Santa Rosa	
Contact Name:	Heidi Rank		State:	California	
Telephone:	415.485.9645		Zipcode:	95407	
Email:	Hrank@marin.edu		License #	986047	SR #:

ANNUAL INSPECTION, TESTING, AND MAINTENANCE <i>Include ALL Quarterly Inspections</i>
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I = Inspection T = Test M = Maintenance P = Pass F = Fail N/A = Not Applicable


Item		Description	NFPA 25 CA ed. Reference	Date	Comments Only	P,F,N/A
1.19	I	Sprinklers	5.2.1	12/14/2015		P
1.2	I	Buildings (Freeze Protection)	4.1.1.1	12/14/2015	Owner's Responsibility	N/A
1.21	I	Pipe and Fittings	5.2.2	12/14/2015		F
1.22	I	Hangers	5.2.3	12/14/2015		P
1.23	I	Seismic Braces	5.2.3	12/14/2015		P
2.1	T	Field Service Test Required (Send Report to Fire Code Official)	5.3.1	12/14/2015	If REQUIRED, Enter 'F' until results are returned from Lab	N/A
2.2	T	Recalled Sprinklers If not present = Pass; If present = Fail	Title 19 904.1(c)	12/14/2015		N/A
2.3	T	Water Flow Alarm Devices. 90 sec. maximum - (Enter Time)	5.3.3, 13.2.6	12/14/2015	40 sec.	P
2.4	T	Main Drain Test (Enter Data on Page 1 of this form)	13.2.5, 13.3.3.4	12/14/2015	130-115-130	P
2.5	T	Control Valve - Position	13.3.3.2	12/14/2015		P
2.6	T	Control Valve – Operation	13.3.3.1	12/14/2015		P
2.7	T	Supervisory Devices	13.3.3.5	12/14/2015		P
2.8	T	Backflow Preventer Assemblies	13.6.2	12/14/2015		P
2.9	T	Small Hose Connections w/PRV Hose Valves – Partial Flow Test	13.5.2.3	12/14/2015		N/A
2.1	T	PRV – Fire Sprinkler Systems	13.5.1.3	12/14/2015		N/A
3.1	M	Control Valves	13.3.4	12/14/2015		P
3.2	M	Small Hose Connections*	13.5.6.3	12/14/2015		N/A
3.3	M	Obstruction Investigation required (If "Yes", see Deficiencies and Comments Section for Results.)	14.3	12/14/2015	<input checked="" type="checkbox"/> Yes	F
					<input type="checkbox"/> No	
3.4	M	System Returned to Service	4.5.3	12/14/2015	<input checked="" type="checkbox"/> Yes	N/A
					<input type="checkbox"/> No	

* Small hose connections are hose valves and optional hose supplied by the fire sprinkler system.
They do not include Class I, II, or III standpipe systems.


**Wet Pipe
Fire Sprinkler System**

**California Code of Regulations - Title 19
Inspection, Testing, and Maintenance**

**Quarterly &
Annual Report**

Property Information			Contractor or Licensed Owner Information	
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Address:	835 College Ave., College of Marin		Address:	3077 Wiljan Ct. Ste. B
City, State, Zip:	Kentfield, CA 94904		City:	Santa Rosa
Contact Name:	Heidi Rank		State:	California
Telephone:	415.485.9645		Zipcode:	95407
Email:	Hrank@marin.edu		License #	986047
		SR #:	33839928	

D = Deficiency C = Comment (Indicate type)

Item	Date	Riser	D	C	Deficiencies and Comments <i>Indicate all equipment, devices and parts that were repaired or replaced</i>
5 year	12/14/2015	1	D		No history of 5 year inspection
1.21	12/14/2015	1	D		Item fails due to corrosion of pipe/fittings
3.3	12/14/2015	1	D		Riser does not pass inspection due to corrosion
					

- Check here if additional Deficiencies and Comments are listed on Form AES 9.
- See Correction Form AES 10 for corrected deficiencies.

Number Attached:
Number Attached:

I hereby certify that the fire protection equipment listed above has been fully inspected, tested, and maintained on this date by the company indicated above, in accordance with CCR, Title 19, Sections 901 to 906 and that the equipment is fully operable except as noted in the "Deficiencies and Comments" section of this form.

Customer:

Inspector:

Signature on File-Heidi Rank



Joseph Gurola
Mon Dec 14 2015 13:47:54

Agreement for Consulting Services

INSTRUCTIONS FOR USE

Our form Agreement for Consulting Services is designed to be broadly adaptable to a wide variety of consulting service contracts. These instructions are intended to assist our clients in completing the form and preparing the required attachments. The Agreement for Consulting Services is not intended for use for specialty services such as architectural, engineering, and inspection services, for which we maintain separate specialized forms. Please contact any of the attorneys in our office to ensure that you have selected the correct form agreement for a particular contract.

1. FILLING IN THE BLANKS

- **Preamble:** The initial paragraph should be completed with the date of execution of the agreement and the full names of the parties, including a one or two-word description of the type of services provided by the consultant.
- **Section 4, Term of Agreement:** Fill in the starting and ending dates for the period during which the consulting services are to be provided.
- **Signature Block:** Print the name and title of the individuals who are to sign the agreement.
- **Section 9, Insurance:** Check the appropriate blank in subsections (a), (b), (c), and (e) to indicate which types of insurance listed are required for the particular contract.

Note: We are frequently asked whether the insurance limits included in our form agreements are required by law. With the exception of Workers' Compensation Insurance, they are not; they are simply recommended amounts of coverage. The amount of coverage required should generally correlate to the degree and nature of any risk involved with the contract. The degree of risk is often entirely unrelated to the dollar value of the contract, i.e., a low dollar value contract could involve a high risk activity (e.g., hazmat assessment) and a high dollar value contract could involve low risk (e.g., curriculum services). We suggest that clients using our agreement should consult their risk manager and/or insurer with questions about the type and scope of coverage appropriate for the circumstances of a particular contract.

- **Section 10, Notice:** The bracketed place holders should be replaced with the indicated information for each party, as indicated.

2. ATTACHMENTS A AND B.

- **Attachment A, Scope of Services:** Attachment A should contain the basic deal points. It should state, in plain English, what services the consultant is to provide, when and where those services are to be provided, and other relevant information such as what work product will be required of the consultant, and by when. The form agreement is largely generic, adaptable to various contracts, so Attachment A should set forth everything that is important to a district for a particular contract. The nature of the information included in Attachment A will necessarily vary depending on the nature of the contract itself, but can often be approached by starting with the five W's: who, what, where, when, and why and/or how.
- **Attachment B, Compensation:** Attachment B should likewise set forth in plain English how the consultant is to be compensated, including the basis for compensation, which could be hourly, in which case we recommend including a not to exceed amount, or it could be a lump sum agreement. If the consultant is to be reimbursed for any expenses, e.g., travel or materials, that should be stated explicitly, including what expenses will be reimbursable, the rate for reimbursement, and we also recommend including a not to exceed amount for reimbursable expenses. In most cases, when a not to exceed amount is included in a contract, it is advisable to build in some flexibility by adding language such as "... not to exceed a total of \$ _____ without prior written authorization from the District."

Agreement for Consulting Services

AGREEMENT FOR CONSULTING SERVICES

This Agreement ("Agreement"), made this 17 day of OCT, 2014, by and between the Marin Community College District, a political subdivision of the State of California ("District") and TYCO/SIMPLEX GUNNELL, a duly qualified consultant in the area(s) of FIRE SAFETY SERVICE AGREEMENT ("Consultant").

District and Consultant hereby agree as follows:

1. Scope of Services:

Consultant agrees to provide services to District as set forth in Attachment A.

2. Contract Documents:

The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.

3. Compensation:

As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in Attachment B.

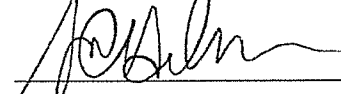
4. Term of Agreement:

The term of this Contract shall be from 10/17/14 to 6/30/15 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

District signature:

Consultant signature:



CONSULTANT SIGNATURE

DISTRICT SIGNATURE

Gregory W. Nelson - VP Finance +
NAME/TITLE College Operations

NAME/TITLE

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services.

Agreement for Consulting Services

GENERAL PROVISIONS

- 1. Consultant's Warranty:** District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by District shall not operate as a waiver or release.
- 2. Status of Consultant:** The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, insurance, bonus or similar benefits District provides its employees.
- 3. Conflict of Interest:** Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for the District, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted the District in preparing the plans and specifications for that project.
- 4. Extra (Changed) Work:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
- 5. Nondiscrimination:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
- 6. Transfer of Rights:** Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District.
- 7. Ownership of Work Product:** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement.

Agreement for Consulting Services

8. Indemnification:

- (a) Consultant shall indemnify, defend with counsel acceptable to District, and hold harmless to the full extent permitted by law, District and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Consultant shall be liable to District for any loss or damage to District property arising from or in connection with Consultant's performance hereunder.

9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

- (a) Required/ Not Required: Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the District."
- (b) Required/ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent consultant's liability, and personal injury liability.
- (c) Required/ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and nonowned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
- (1) District, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - (3) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss.
 - (4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.

Agreement for Consulting Services

(e) Required/ Not Required: Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District."

(f) **Documentation:** The following documentation shall be submitted to the District:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

~~(3) Upon District's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.~~ *NO 10/17/14*

(g) **Policy Obligations:** Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from the breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

10. **Method and Place of Giving Notice, Submitting Bills and Making Payments:** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

District:

Marin Community College District
835 College Avenue
Kentfield, CA 94904
Attention: Vice President of Operations

Consultant:

Consultant Name _____
Address _____
Title _____

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

(a) District may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the Agreement without cause, it shall pay Consultant for services rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive payment for all services satisfactorily rendered provided, however, that there shall be deducted from such amount the amount of liquidated damage, if any, sustained by District by virtue of any breach of the Agreement by Consultant.

12. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.

15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Marin, California, and no other place.

17. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.

Agreement for Consulting Services

20. **No Waiver of Breach:** The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

21. **Force Majeure:** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. **Severability:** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

23. **Headings:** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

24. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

25. **Authorization:** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

26. **Attachments:** The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A - Scope of Services

Attachment B - Compensation

Agreement for Consulting Services

ATTACHMENT A: SCOPE OF SERVICES

Consultant shall provide services to the District as follows:

*SEE ATTACHED SCOPE OF SERVICES
IN DETAIL.*

Agreement for Consulting Services

ATTACHMENT B: COMPENSATION

District shall compensate Consultant for the services provided pursuant to this Agreement as follows:

Total NOT TO EXCEED \$56,715 for attached scope of services for Kentfield + Indian Valley Campuses



College of Marin - Kentfield & Indian Valley Campus - Fire Safety Service Agreement

Custom Prepared For

College of Marin



Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330203
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Smoke Sensor Addressable	9	Annual	
Heat Detector Restorable	2	Annual	
Duct Sensor Addressable	1	Annual	
Audio-Visual Unit Addressable	55	Annual	
Monitor IAM/ZAM/Relay	4	Annual	
Remote Key Switch	2	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Waterflow Electronic Test	2	Semi-Annual	
Smoke/Fire Damper Electronic Test	4	Annual	
Tamper Switch(electronic test only)	2	Semi-Annual	
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	3	Annual	
Heat Detector Restorable	2	Annual	
Pull Station	15	Annual	
Audio-Visual Unit Addressable	24	Annual	
Waterflow Electronic Test	1	Semi-Annual	

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Tamper Switch(electronic test only)	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$6,010.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330208
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	15	Annual	
Audio-Visual Notification Conventional	12	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$965.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330220
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
NOTIFIER FIRE ALARM SYSTEM PROGRAMMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	43	Annual	
Heat Detector Restorable	24	Annual	
Pull Station	3	Annual	
Audio-Visual Notification Conventional	23	Annual	
Monitor IAM/ZAM/Relay	3	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,540.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330223
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIEMENS FIRE ALARM SYSTEM MXL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Smoke Sensor Addressable	17	Annual	
Beam Detector Conventional	2	Annual	
Pull Station	5	Annual	
Audio-Visual Unit Addressable	5	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$950.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330227
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Fire Alarm Test & Inspect

SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	10	Annual	
Audio-Visual Unit Addressable	5	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	

Sprinkler Test & Inspect

WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,100.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330230
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	3	Annual	
Audio-Visual Unit Addressable	1	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$695.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330231
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	7	Annual	
Audio-Visual Unit Addressable	4	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$865.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330232
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

Service Location:
College of Marin
1800 Ignacio Blvd.
Indian Valley Campus
NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
John Costello
6952 Preston Ave Ste A
LIVERMORE, CA 94551
JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	3	Annual	
Audio-Visual Unit Addressable	1	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$770.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #: 330774
Quote #: 330234
Term: 01-JUN-14 to 31-MAY-19

Billing Customer:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

Service Location:
College of Marin
1800 Ignacio Blvd.
Indian Valley Campus
NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
John Costello
6952 Preston Ave Ste A
LIVERMORE, CA 94551
JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Pull Station	2	Annual	
Audio-Visual Unit Addressable	1	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$905.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330235
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4008 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Smoke Sensor Addressable	3	Annual	
Pull Station	3	Annual	
Audio-Visual Unit Addressable	3	Annual	
Monitor IAM/ZAM/Relay	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Tamper Switch(electronic test only)	2	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$905.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330237
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Fire Alarm Test & Inspect

SIMPLEX NON PROGRAMMABLE FIRE
 ALARM SYSTEM
 Main Fire Alarm Panel

1

Annual

Total Recurring Annual Investment:

\$225.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330699
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 1800 Ignacio Blvd.
 Indian Valley Campus
 NOVATO, CA 94949-0000

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Sprinkler Test & Inspect HYDRANT SYSTEM Hydrant Test & Inspect	18	Annual	
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Total Recurring Annual Investment:

\$750.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330774
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	1	Annual	
Pull Station	5	Annual	
Audio-Visual Unit Addressable	17	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Tamper Switch(electronic test only)	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,900.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330786
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100ES FIRE ALARM PANEL			
Main Fire Alarm Panel	3	Annual	
Fire Alarm Battery (each)	16	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	54	Annual	
Heat Detector Restorable	9	Annual	
Duct Sensor Addressable	15	Annual	
Pull Station	28	Annual	
Audio-Visual Unit Addressable	111	Annual	
Monitor IAM/ZAM/Relay	20	Annual	
Door Holder	2	Annual	
Remote Power Supply/NAC Extender	3	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Tamper Switch(electronic test only)	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Semi-Annual	

Total Recurring Annual Investment:

\$7,975.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330789
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	2	Annual	
Audio-Visual Notification Conventional	1	Annual	

Total Recurring Annual Investment:

\$350.00



Service Solution

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330798
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	14	Annual	
Annunciator	3	Annual	
Smoke Sensor Addressable	26	Annual	
Heat Detector Restorable	3	Annual	
Duct Sensor Addressable	99	Annual	
Pull Station	12	Annual	
Audio-Visual Unit Addressable	125	Annual	
Monitor IAM/ZAM/Relay	88	Annual	
Door Holder	2	Annual	
Remote Power Supply/NAC Extender	3	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Smoke/Fire Damper Electronic Test	88	Annual	
Tamper Switch(electronic test only)	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Semi-Annual	



Service Solution

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Total Recurring Annual Investment:

\$14,975.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330802
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100ES FIRE ALARM PANEL			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	13	Annual	
Heat Detector Restorable	5	Annual	
Duct Sensor Addressable	3	Annual	
Pull Station	11	Annual	
Audio-Visual Unit Addressable	54	Annual	
Monitor IAM/ZAM/Relay	9	Annual	
Remote Power Supply/NAC Extender	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Smoke/Fire Damper Electronic Test	3	Annual	
Tamper Switch(electronic test only)	2	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Semi-Annual	



Service Solution

Total Recurring Annual Investment:

\$4,090.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330807
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
MULTI-VENDOR OTHER NON PROGRAMABLE			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	5	Annual	
Audio-Visual Notification Conventional	5	Annual	

Total Recurring Annual Investment:

\$400.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330819
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

Service Location:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
John Costello
6952 Preston Ave Ste A
LIVERMORE, CA 94551
JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX 4002 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	8	Annual	
Audio-Visual Notification Conventional	10	Annual	
Sprinkler Test & Inspect			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Semi-Annual	

Total Recurring Annual Investment:

\$700.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330833
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	6	Annual	
Audio-Visual Notification Conventional	6	Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,275.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330837
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

Service Location:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
John Costello
6952 Preston Ave Ste A
LIVERMORE, CA 94551
JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
EDWARDS FIRE ALARM SYSTEM			
EST3			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Sensor with Heat Addressable	1	Annual	
Duct Sensor Addressable	1	Annual	
Pull Station	3	Annual	
Audio-Visual Notification Conventional	6	Annual	
Waterflow Electronic Test	2	Semi-Annual	
Tamper Switch(electronic test only)	2	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,445.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #: 330774
Quote #: 330840
Term: 01-JUN-14 to 31-MAY-19

Billing Customer:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

Service Location:
College of Marin
835 College Ave
Performing Arts Bldg
KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
John Costello
6952 Preston Ave Ste A
LIVERMORE, CA 94551
JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4008 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Sensor Addressable	2	Annual	
Heat Detector Restorable	2	Annual	
Pull Station	3	Annual	
Audio-Visual Unit Addressable	6	Annual	

Total Recurring Annual Investment:

\$820.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330843
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4008 SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Sensor Addressable	1	Annual	
Pull Station	2	Annual	
Audio-Visual Unit Addressable	7	Annual	

Total Recurring Annual Investment:

\$820.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330844
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals)			
SIMPLEX 4100U SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	2	Annual	
Annunciator	1	Annual	
Smoke Sensor Addressable	1	Annual	
Pull Station	30	Annual	
Audio-Visual Unit Addressable	55	Annual	

Total Recurring Annual Investment:

\$2,400.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330847
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Pull Station	5	Annual	
Audio-Visual Unit Addressable	5	Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,200.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 330848
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Recurring Annual Investment			
Fire Alarm Test & Inspect			
EDWARDS FIRE ALARM SYSTEM			
EST3			
Main Fire Alarm Panel	1	Annual	
Fire Alarm Battery (each)	4	Annual	
Digital Alarm Communicator Transmitter (DACT)	1	Annual	
Smoke Detector Conventional	1	Annual	
Audio-Visual Notification Conventional	1	Annual	
Waterflow Electronic Test	1	Semi-Annual	
Tamper Switch(electronic test only)	1	Semi-Annual	
Sprinkler Test & Inspect			
WET SPRINKLER SYSTEM			
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Quarterly	

Total Recurring Annual Investment:

\$1,275.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 335546
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Kitchen Hood Test & Inspect

RANGEGUARD HOOD SYSTEM Single Tank Suppression System	1	Semi-Annual	
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Total Recurring Annual Investment:

\$410.00

Customer:
College of Marin
Date: 23-JUN-14
Proposal #:330774
Quote #: 342214
Term:01-JUN-14 to 31-MAY-19

Billing Customer:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

Service Location:
 College of Marin
 835 College Ave
 Performing Arts Bldg
 KENTFIELD, CA 94904

SimplexGrinnell
Sales Representative:
 John Costello
 6952 Preston Ave Ste A
 LIVERMORE, CA 94551
 JoCostello@simplexgrinnell.com

INVESTMENT SUMMARY

(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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Recurring Annual Investment

Sprinkler Test & Inspect HYDRANT SYSTEM Hydrant Test & Inspect	24	Annual	
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Total Recurring Annual Investment:

\$1,000.00

SUMMARY OF SERVICES

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX 4100ES FIRE ALARM PANEL

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX PROG 4100U SYSTEM

FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Fire Alarm Test & Inspect - Parts and Labor (Panel & Peripherals) - SIMPLEX 4008

SYSTEM**FIRE ALARM PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR FIRE ALARM SYSTEMS:**

The Platinum Plan covers component replacement on the central processing unit, including reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Replacement of the entire fire alarm panel, batteries, faulty wiring and/or ground faults are not covered.

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Sprinkler Test & Inspect - STANDPIPE SYSTEM**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Alarm Test & Inspect - MULTI-VENDOR OTHER NON PROGRAMABLE**TEST AND INSPECTION:**

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more

restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIMPLEX NON PROGRAMMABLE FIRE ALARM SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - EDWARDS FIRE ALARM SYSTEM EST3

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Fire Alarm Test & Inspect - SIEMENS FIRE ALARM SYSTEM MXL

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of

applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Sprinkler Test & Inspect - WET SPRINKLER SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Fire Alarm Test & Inspect - SIMPLEX 4002 SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Kitchen Hood Test & Inspect - RANGEGUARD HOOD SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to kitchen fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Required device tags

Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Alarm Test & Inspect - NOTIFIER FIRE ALARM SYSTEM PROGRAMMABLE

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Sprinkler Test & Inspect - HYDRANT SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results
- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Hydrants to be fully opened and closed annually and flowed until all foreign material is cleared [not less than one minute]. Hydrant is lubricated and checked for proper drainage.

Fire Alarm Test & Inspect - SIMPLEX 4008 SYSTEM

TEST AND INSPECTION:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Emergency Service (Normal Working Hours)

Emergency Service (Provided during normal working hours, Monday-Friday excluding SimplexGrinnell holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Standard service will be provided within 24 hours of notification Monday through Friday, excluding SimplexGrinnell holidays, unless outlined in the agreement.

NOTE: Customers with Platinum, Gold Parts/Labor or Gold Labor will be invoiced at standard (normal working hours) labor rate for billable after hours service calls.

SERVICE COVERAGE:

Silver Service Plan - Labor charged at standard service rates up to and including overtime

Gold Parts Service Plan - Panel Parts included. Labor charged at standard service rates up to and including overtime

Gold Labor Service Plan - Panel Labor included. Parts not included

Gold Parts/Labor Service Plan - Parts and Labor included on Panel only

Platinum Service Plan - Parts and Labor Included on covered system

SPECIAL PROVISIONS

The Billing Account for this Service Agreement will be 1850605 - College of Marin - 1800 Ignacio Blvd. Indian Valley Campus in Novato, CA 94949

Full Service coverage for panel parts, labor, and peripherals does not include pre-existing system issues, batteries, panel replacement, ground faults, or wiring issues.

Pre-Existing system issues refers to any/all issues or deficiencies that are found during the first year of fire alarm inspections.

All inspections will be performed in accordance with NFPA 72 for Fire Alarm, NFPA 25 for Fire Sprinkler, and NFPA 96 for Kitchen Hood Suppression

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by SimplexGrinnell LP ("Company") to **College of Marin** and is effective **01-JUN-14** to **31-MAY-19** (the "Initial Term").

PAYMENT TERM: *Quarterly In Advance*

PAYMENT AMOUNT:

Quote #: 330203	\$6,010.00	<input type="checkbox"/>	Indian Valley - Buildings 1, 2, & 27
Quote #: 330208	\$965.00	<input type="checkbox"/>	Indian Valley - Buildings 3 - 7 Pomo
Quote #: 330220	\$1,540.00	<input type="checkbox"/>	Indian Valley - Buildings 8 - 11 Administration
Quote #: 330223	\$950.00	<input type="checkbox"/>	Indian Valley - Building 12
Quote #: 330227	\$1,100.00	<input type="checkbox"/>	Indian Valley - Buildings 13 - 16 Miwok
Quote #: 330230	\$695.00	<input type="checkbox"/>	Indian Valley - Building 17
Quote #: 330231	\$865.00	<input type="checkbox"/>	Indian Valley - Buildings 18 - 20 Ohlone
Quote #: 330232	\$770.00	<input type="checkbox"/>	Indian Valley - Building 21 Pool
Quote #: 330234	\$905.00	<input type="checkbox"/>	Indian Valley - Building 22 Corp. Yard
Quote #: 330235	\$905.00	<input type="checkbox"/>	Indian Valley - Building 24 Garden
Quote #: 330237	\$225.00	<input type="checkbox"/>	Indian Valley - Building PP3 - Simplex Panel
Quote #: 330699	\$750.00	<input type="checkbox"/>	Indian Valley - Hydrants
Quote #: 330774	\$1,900.00	<input type="checkbox"/>	Kentfield - Child Study Center
Quote #: 330786	\$7,975.00	<input type="checkbox"/>	Kentfield - Performing Arts
Quote #: 330789	\$350.00	<input type="checkbox"/>	Kentfield - Maintenance Ops
Quote #: 330798	\$14,975.00	<input type="checkbox"/>	Kentfield - Science and Math
Quote #: 330802	\$4,090.00	<input type="checkbox"/>	Kentfield - Fine Arts
Quote #: 330807	\$400.00	<input type="checkbox"/>	Kentfield - Fusselman Hall
Quote #: 330819	\$700.00	<input type="checkbox"/>	Kentfield - Student Services
Quote #: 330833	\$1,275.00	<input type="checkbox"/>	Kentfield - Learning Resource Center
Quote #: 330837	\$1,445.00	<input type="checkbox"/>	Kentfield - TV Media Studio
Quote #: 330840	\$820.00	<input type="checkbox"/>	Kentfield - MS3 Construction Module
Quote #: 330843	\$820.00	<input type="checkbox"/>	Kentfield - Health Center
Quote #: 330844	\$2,400.00	<input type="checkbox"/>	Kentfield - PE Complex
Quote #: 330847	\$1,200.00	<input type="checkbox"/>	Kentfield - Austin Center
Quote #: 330848	\$1,275.00	<input type="checkbox"/>	Kentfield - Parking Structure
Quote #: 335546	\$410.00	<input type="checkbox"/>	Kentfield - Student Services - Kitchen Hood
Quote #: 342214	\$1,000.00	<input type="checkbox"/>	Kentfield - Hydrants

Total: \$56,715

Customer Initial _____

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

College of Marin

SimplexGrinnell

Signature: _____

John Costello

Print Name: _____

Phone #: 925-960-5724

Title: VP FINANCE + OPERATIONS

Fax #: 925-273-0120

Phone#: 415 884 3101

License #: _____
(If Applicable)

Fax #: _____

Authorized Signature: 

Email: greg.nelson@morin.edu

Print Name: Gregory W. Nelson

PO#: _____

Title: _____

Date: 10/17/14

Date: _____

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term, each and together a "Term" of this Agreement, unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.

2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth in this Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on site at Customer's premises shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§

441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m.), Monday through Friday, excluding Company holidays, as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and

• Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such services apply only to the components or equipment of the

Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Remote Service. If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the internet, Remote Service does not constitute monitoring of the system and Customer understands that Remote Service does not provide for Company to

contact the fire department or other authorities in the event of a fire alarm. The Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

17. Monitoring Services. If Customer has selected Monitoring services, the following shall apply to such services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation", or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third party service, equipment or facility be required to perform the Monitoring services set forth in this

Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification (Runner Service) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for

which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

19. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

20. Outside Charges. Customer understands and accepts that Company specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

21. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

22. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

23. Force Majeure, Exclusions. Company shall not be responsible for delays, interruption or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

24. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

25. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion

upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall include 1) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, 2) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 3) abuse of the System or the Equipment, 4) failure by Customer to observe, keep or perform any term of this Agreement; 5) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Headings. The headings in this Agreement are for convenience only.

32. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

33. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

34. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

**RIDER TO
AGREEMENT FOR CONSULTING SERVICES**

The provisions of this Rider dated _____, 2014 supplement or amend the terms and conditions of the above-referenced and attached Agreement for Consulting Services dated as of _____, 2014 (this "Agreement") by and between Marin Community College District, a political subdivision of the State of California (the "District") and SimplexGrinnell LP ("Consultant"). To the extent that there are any conflicts or ambiguities between the provisions of this Rider and the terms and conditions of the Agreement, the provisions of the Agreement shall prevail. In addition, the Terms and Conditions provided in Exhibit A (which provides the Scope of Services and amount of compensation) are null and void and shall be of no effect.

1. **Scope of Services:** In no event shall alarm monitoring services be provided under the terms and conditions of this Agreement. Under Service Coverage as provided in Exhibit A (page 38 of 45), Contractor shall provide the District with the "Platinum Service Plan."

GENERAL PROVISIONS

2. **Consultant's Warranty:** Add: "Consultant warrants that it has the qualifications and skills to perform its obligations hereunder and its workmanship shall be performed in a professional workmanlike manner and material furnished under this Agreement shall be new, of good quality, and free from defects for one (1) year from the date of furnishing. Where Consultant provides product or equipment of others, Consultant will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECT TO ABUSE, MISHANDLING, OR IMPROPER USE; OR THAT HAS BEEN SUBJECT TO REPAIR OR ALTERATION BY THE DISTRICT (OR A THIRD PARTY) NOT AUTHORIZED BY CONSULTANT IN WRITING.

i. **REPAIR SERVICES LIMITED WARRANTY:** SIMPLEXGRINNELL WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF *FURNISHING REPAIR SERVICES ONLY*. Where SimplexGrinnell provides product or equipment of others, SimplexGrinnell will warrant the product or equipment only to the extent warranted by such third party.

3. **Ownership of Work Product:** Delete in its entirety. The District and Consultant shall retain all right, title and interest in any of their intellectual property rights, Furthermore, the District and Consultant do not contemplate that performance of Services or supply of goods under this Agreement will result in the generation of new intellectual property. Any commercial computer software or commercial computer software documentation to be delivered by Consultant will be acquired under Consultant's standard commercial licenses customarily provided to the general public. However, Consultant shall grant the District a royalty-free, perpetual, irrevocable worldwide license to use, copy, display and make derivative works of any drawings, specifications and reports (the "Work Product") provided by Consultant to the District pursuant to this Agreement, provided, however, that should the use of such Work Product be utilized in any facilities other than those for which the Work Product were provided, or the Work Product are changed or altered, the District shall release and hold Consultant harmless for any and all damages arising from or connected to their use. Any commercial computer software, such as programming software, provided by Consultant shall be licensed in accordance with Consultant's standard End User License Agreement. Any third party commercial computer software or commercial computer software documentation to be delivered by Consultant will be acquired in accordance with such third party's standard commercial licenses customarily provided to the general public.

4. "Notwithstanding anything contained in this Agreement to the contrary, in no event shall Vendor be liable for damages arising out of fire or theft/security breach in any amount exceeding One Million (\$1,000,000.00) Dollars. Claims for damages caused by intentional acts such as fraud, gross negligence and/or willful or wanton misconduct by Vendor as determined by a court of competent jurisdiction shall not be subject to any cap on damages.

5. **Insurance:** Modify as follows:

Initials
District  Consultant _____

- a. Clarification: With the exception of its workers' compensation and employer liability obligations, Consultant shall add the required as additional insured and makes it policy primary, but only to the extent of Consultant's negligence and indemnification obligations.

6. **Assignment/Delegation:** Consultant reserves the right to assign to a successor entity of Consultant as part of an internal reorganization of Consultant which results in Consultant being organized in a different legal entity or corporate form, whether through conversion, merger, or otherwise. Consultant shall provide District with written notice at least 30 days in advance of any such reorganization. Consultant agrees that its insurance and indemnification obligations under this Agreement may not and shall not be impaired by any such reorganization.

7. Add the following as new language:

Consultant shall not be responsible for abatement and/or removal and disposal of hazardous or asbestos-containing materials. Should any hazardous materials be encountered at any time, Consultant shall immediately stop all work until such hazardous or unsafe condition is rectified and the District so notifies Consultant in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of Consultant products or services shall be adjusted appropriately for any associated delay.

Reciprocal Waiver of Claims (SAFETY Act). Certain of Consultant's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Consultant and the District hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

Other than as set forth to the contrary herein, all terms and conditions of the Agreement remain in effect and unchanged.