

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

(559) 274-4700

FAX: ()

cc: Anita L.

Invoice To:

CENTRAL UNIFIED SCHOOL DISTRICT
ACCOUNTS PAYABLE (559-274-4700)
4605 N POLK
FRESNO CA 93722-5334

Ship Prepaid To:

7600 - CENTRAL USD OPERATIONAL S
C. LOMELI 559-275-9560x71201
4200 N. GRANTLAND
FRESNO CA 93723-0000

Purchase Order No.

The number below MUST appear
on all invoices, pkgs., etc.

190778

P.O. Date: 07/13/2018

Req Date: 07/10/2018

TO: VE# 4567 FAX# (559) 277-6778 Phone# (559) 277-6770

JOHNSON CONTROLS INC
3451 W ASHLAN AVE
FRESNO CA 93722

Remit To:

JOHNSON CONTROLS INC
PO BOX 730068
DALLAS TX 75373-

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
			Sub Total:	\$4,128.10
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$4,128.10

242

Requested By:	MAINTENANCE	Authorized By:	KH	Requisition #:	190767
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Fu---Re----Y-Gl---Fn---Ob-----Si---RP---Mg
0100-81500-0-0000-8100-560000-000-7600-7600

Amount
\$4,128.10

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the D.I.R. pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Approved

JUL 18 2018

Central Unified
4605 N. Polk Avenue
Fresno CA 93722

Purchase Order No.

The number below MUST appear
on all invoices, pkgs., etc.

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P.O. Date: 07/13/2018

Req Date: 07/10/2018

TO:

VE# 4567 FAX# (559) 277-6778 Phone# (559) 277-6770

JOHNSON CONTROLS INC
3451 W ASHLAN AVE
FRESNO CA 93722

Remit To:

JOHNSON CONTROLS INC
PO BOX 730068
DALLAS TX 75373-

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	MAINT,FIRE INSPECTION DEFICIENCIES-SOROYAN QUOTE ATTACHED	\$703.25	\$703.25
1	Each	MAINT,FIRE INSPECTION DEFICIENCIES-MADISON QUOTE ATTACHED	\$790.24	\$790.24
1	Each	MAINT,FIRE INSPECTION DEFICIENCIES-GLACIER PT QUOTE ATTACHED	\$663.29	\$663.29
1	Each	MAINT,FIRE INSPECTION DEFICIENCIES-KOLIGAIN STADIUM QUOTE ATTACHED	\$1,101.63	\$1,101.63
1	Each	MAINT,FIRE INSPECTION DEFICIENCIES-CENTRAL WEST QUOTE ATTACHED	\$869.69	\$869.69
1	Othr	DIR 1000000576	\$0.00	\$0.00
<p>"ESTIMATE" PURCHASE ORDER - PO VALID UNTIL 6/30/19 RECEIVER REQUIRED INVOICE NOT TO EXCEED PO AMOUNT FREIGHT DELIVERIES BY APPT ONLY DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS WILL BE REFUSED. PO SUBJECT TO PO TERMS AND CONDITIONS - see www.centralunified.org VENDOR MUST CHECK-IN AT MAIN OFFICE</p>				

10/2

**Johnson Controls Fire Protection LP**

Tel: 559-348-0614
Fax: 559-348-1291
License number: 986047

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Inspection SR# 42161644	Salesperson: Joseph Ochoa Employee ID: 171355 License No. 980647 C10, C16	Date: 7-2-2018
Customer: CUSD Koligain Stadium Location: Fresno, CA 93723	Invoice To (if different from Customer): Customer P.O. #	

Contact: Jesse Bath
Phone: 559-994-1401
Email: jbath@centralusd.k12.ca.us

SUBJECT: Inspection Deficiency Quote:

A Johnson Controls technician performed a life safety inspection on your fire and life safety system(s). Upon completion of this inspection, the following deficiencies/ impairments were identified and need to be repaired:

Riser #4 fire department connection(FDC) check valve is leaking. Risers #1 and #3 "call 911" bell are missing. Fire risers #1,#2, and #3 hydraulic data plates are also missing. Riser #1 fire bell failed to operate when tested.

Recommend replacing the FDC internal gasket to stop the leaking. Replace all missing fire sprinkler signage. Trouble shoot fire water bell.

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- **Remove and replace FDC internal gasket.**
- **Replace fire sprinkler signage.**
- **Trouble shoot fire sprinkler water motor gong.**

Johnson Controls Fire Protection LP ("Company"), is pleased to submit a quote in the amount of **\$1,101.63** to furnish mechanical labor and materials for the above listed scope of work.

____ Scope of Work continued on attached Amendment.

Johnson Controls qualifies the following:

1. During Johnson Controls Fire Protection LP normal working hours (M-F 8:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the Johnson Controls Fire Protection LP office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.

Exclusions

1. Any unforeseen conditions within walls, ceilings and floors are excluded from this proposal.
2. Integrity of existing system field devices and wiring is excluded from this proposal.
3. Additional equipment or components not specified in scope of work.
4. Cutting, patching, or painting of building structures, including concrete cutting, coring, patching, or removal.
5. Scaffolding is excluded unless otherwise noted above.

Attached is a copy of our "General Terms & Conditions" which shall be made a part of this proposal. This proposal/quotation shall remain in effect for the next thirty (30) days

The terms of payment for invoices rendered against this order shall be net thirty (30) days from the date of invoice. Invoices may be rendered on a "progress" basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.

If this proposal meet your acceptance, kindly sign and return this document to my attention at your earliest convenience.

Please feel free to contact me directly at 559-312-9098 or email address joseph.ochoa@jci.com should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection LP** the opportunity to service your fire protection needs.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$1,101.63	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 this 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. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

Customer

By: _____

Name: _____

Title: _____

Billings Address: _____

City, State, Zip: _____

PO#: _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Joseph Ochoa

Name: Joseph Ochoa

Title: Systems Integrity Representative

Email: joseph.ochoa@jci.com

Direct Line: (559) 312-9098

License No: (980647): C10 C16

REVIEWED

BY:

TERMS AND CONDITIONS (rev 5/18)

**Johnson Controls Fire Protection LP**

Tel: 559-348-0614
Fax: 559-348-1291
License number: 986047

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Inspection SR# 41424460	Salesperson: Joseph Ochoa Employee ID: 171355 License No. 980647 C10, C16	Date: 6-29-2018
Customer: CUSD Glacier Point Middle School Location: 4055 N Bryan Ave Fresno, CA 93723	Invoice To (if different from Customer): Customer P.O. #	

Contact: Jesse Bath
Phone: 559-994-1401
Email: jbath@centralusd.k12.ca.us

SUBJECT: Inspection Deficiency Quote:

A Johnson Controls technician performed a life safety inspection on your fire and life safety system(s). Upon completion of this inspection, the following deficiencies/ impairments were identified and need to be repaired:

The following building fire alarm signage is need of replacement: Library, Bldg #300, #400, and #500 need "call 911" fire bell signs. Building #500 control valve sign need replacement.

Buildings #300, #400, and #600 are missing the fire department connection (FDC) caps.

Building #600 FDC has trash and other foreign material stuffed in the connection.

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- **Replace fire sprinkler signage for "call 911" fire bell signs and control valve signs.**
- **Replace missing FDC caps.**
- **Perform an obstruction investigation flush of the FDC for Building #600**

Johnson Controls Fire Protection LP ("Company"), is pleased to submit a quote in the amount of **\$663.29** to furnish mechanical labor and materials for the above listed scope of work.

____ Scope of Work continued on attached Amendment.

Johnson Controls qualifies the following:

1. During Johnson Controls Fire Protection LP normal working hours (M-F 8:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the Johnson Controls Fire Protection LP office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.

Exclusions

1. Any unforeseen conditions within walls, ceilings and floors are excluded from this proposal.
2. Integrity of existing system field devices and wiring is excluded from this proposal.
3. Additional equipment or components not specified in scope of work.
4. Cutting, patching, or painting of building structures, including concrete cutting, coring, patching, or removal.
5. Scaffolding is excluded unless otherwise noted above.

Attached is a copy of our "General Terms & Conditions" which shall be made a part of this proposal. This proposal/quotation shall remain in effect for the next thirty (30) days

The terms of payment for invoices rendered against this order shall be net thirty (30) days from the date of invoice. Invoices may be rendered on a "progress" basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.

If this proposal meet your acceptance, kindly sign and return this document to my attention at your earliest convenience.

Please feel free to contact me directly at 559-312-9098 or email address joseph.choa@jci.com should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection LP** the opportunity to service your fire protection needs.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$663.29	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 this 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.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By: _____

Name: _____

Title _____

Billings Address: _____

City, State, Zip: _____

PO#: _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Name: Joseph Ochoa

Title: Systems Integrity Representative

Email: joseph.choa@jci.com

Direct Line: (559) 312-9098

License No: (980647): C10 C16

REVIEWED

By: _____

TERMS AND CONDITIONS (rev 5/18)

**Johnson Controls Fire Protection LP**

Tel: 559-348-0614
Fax: 559-348-1291
License number: 986047

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Inspection SR#42172652	Salesperson: Joseph Ochoa Employee ID: 171355 License No. 980647 C10, C16	Date: 7-10-2018
Customer: CUSD Madison Elementary Location: 2045 N. Dickerson Ave Fresno, CA 93723	Invoice To (if different from Customer): Customer P.O. #	

Contact: Jesse Bath
Phone: 559-994-1401
Email: jbath@centralusd.k12.ca.us

SUBJECT: Inspection Deficiency Quote:

A Johnson Controls technician performed a life safety inspection on your fire and life safety system(s). Upon completion of this inspection, the following deficiencies/ impairments were identified and need to be repaired:

Room K pull station is damaged and needs replacement.

Room 32 horn did not operate when tested. Needs replacement.

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- **Remove and replace damaged pull station and failed horn strobe.**

Johnson Controls Fire Protection LP ("Company"), is pleased to submit a quote in the amount of **\$790.24** to furnish mechanical labor and materials for the above listed scope of work.

____ Scope of Work continued on attached Amendment.

Johnson Controls qualifies the following:

1. During Johnson Controls Fire Protection LP normal working hours (M-F 8:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the Johnson Controls Fire Protection LP office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.

Exclusions

1. Any unforeseen conditions within walls, ceilings and floors are excluded from this proposal.
2. Integrity of existing system field devices and wiring is excluded from this proposal.
3. Additional equipment or components not specified in scope of work.
4. Cutting, patching, or painting of building structures, including concrete cutting, coring, patching, or removal.
5. Scaffolding is excluded unless otherwise noted above.

Attached is a copy of our "General Terms & Conditions" which shall be made a part of this proposal. This proposal/quotation shall remain in effect for the next thirty (30) days

The terms of payment for invoices rendered against this order shall be net thirty (30) days from the date of invoice. Invoices may be rendered on a "progress" basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.

If this proposal meet your acceptance, kindly sign and return this document to my attention at your earliest convenience.

Please feel free to contact me directly at 559-312-9098 or email address joseph.choa@jci.com should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection LP** the opportunity to service your fire protection needs.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$790.24	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 this 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.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By: _____

Name: _____

Title: _____

Billings Address: _____

City, State, Zip: _____

PO#: _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Joseph Ochoa

Name: Joseph Ochoa

Title: Systems Integrity Representative

Email: joseph.choa@jci.com

Direct Line: (559) 312-9098

License No: (980647): C10 C16

REVIEWED

BY:

TERMS AND CONDITIONS (rev 5/18)

**Johnson Controls Fire Protection LP**

Tel: 559-348-0614
Fax: 559-348-1291
License number: 986047

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Inspection SR# 42173018	Salesperson: Joseph Ochoa Employee ID: 171355 License No. 980647 C10, C16	Date: 7-5-2018
Customer: CUSD Soroyan Elementary Location: 5650 W Escalon Ave Fresno, CA 93722	Invoice To (if different from Customer): Customer P.O. #	

Contact: Jesse Bath
Phone: 559-994-1401
Email: jbath@centralusd.k12.ca.us

SUBJECT: Inspection Deficiency Quote:

A Johnson Controls technician performed a life safety inspection on your fire and life safety system(s). Upon completion of this inspection, the following deficiencies/ impairments were identified and need to be repaired:

The dry barrel fire hydrant by the baseket ball court could not be tested. The contral valves are seized.

Recommend service maintenance be performed on the hydrant.

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- **Perform service maintenance on the fire hydrant to free control valves.**

Johnson Controls Fire Protection LP ("Company"), is pleased to submit a quote in the amount of **\$703.25** to furnish mechanical labor and materials for the above listed scope of work.

____ Scope of Work continued on attached Amendment.

Johnson Controls qualifies the following:

1. During Johnson Controls Fire Protection LP normal working hours (M-F 8:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the Johnson Controls Fire Protection LP office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.

Exclusions

1. Any unforeseen conditions within walls, ceilings and floors are excluded from this proposal.
2. Integrity of existing system field devices and wiring is excluded from this proposal.
3. Additional equipment or components not specified in scope of work.
4. Cutting, patching, or painting of building structures, including concrete cutting, coring, patching, or removal.
5. Scaffolding is excluded unless otherwise noted above.

Attached is a copy of our "General Terms & Conditions" which shall be made a part of this proposal. This proposal/quotation shall remain in effect for the next thirty (30) days

The terms of payment for invoices rendered against this order shall be net thirty (30) days from the date of invoice. Invoices may be rendered on a "progress" basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.

If this proposal meet your acceptance, kindly sign and return this document to my attention at your earliest convenience.

Please feel free to contact me directly at 559-312-9098 or email address joseph.ochoa@jci.com should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection LP** the opportunity to service your fire protection needs.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$703.25	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 this 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.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By: _____

Name: _____

Title: _____

Billings Address: _____

City, State, Zip: _____

PO#: _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: Joseph Ochoa

Name: Joseph Ochoa

Title: Systems Integrity Representative

Email: joseph.ochoa@jci.com

Direct Line: (559) 312-9098

License No: (980647): C10 C16

REVIEWED

By: _____

TERMS AND CONDITIONS (rev 5/18)

**Johnson Controls Fire Protection LP**

Tel: 559-348-0614
Fax: 559-348-1291
License number: 986047

PROPOSAL AND SERVICE AGREEMENT

Johnson Controls Inspection SR# 42172196	Salesperson: Joseph Ochoa Employee ID: 171355 License No. 980647 C10, C16	Date: 7-2-2018
Customer: CUSD Central West High School Location: 2045 N. Dickenson Ave Fresno, CA 93723	Invoice To (if different from Customer): Customer P.O. #	

Contact: Jesse Bath
Phone: 559-994-1401
Email: jbath@centralusd.k12.ca.us

SUBJECT: Inspection Deficiency Quote:

A Johnson Controls technician performed a life safety inspection on your fire and life safety system(s). Upon completion of this inspection, the following deficiencies/ impairments were identified and need to be repaired:

The fire hydrant outside the cafeteria stage has been remove from service. However the hydrant has not been physically removed.

Recommending the fire hydrant be moved and capped. This would insure the hydrant would not be used incase of an emergency.

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

SCOPE OF WORK:

- Remove the abandoned fire hydrant and cap off.

Johnson Controls Fire Protection LP ("Company"), is pleased to submit a quote in the amount of **\$869.69** to furnish mechanical labor and materials for the above listed scope of work.

Reviewed by: 

____ Scope of Work continued on attached Amendment.

Johnson Controls qualifies the following:

1. During Johnson Controls Fire Protection LP normal working hours (M-F 8:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the Johnson Controls Fire Protection LP office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.

Exclusions

1. Any unforeseen conditions within walls, ceilings and floors are excluded from this proposal.
2. Integrity of existing system field devices and wiring is excluded from this proposal.
3. Additional equipment or components not specified in scope of work.
4. Cutting, patching, or painting of building structures, including concrete cutting, coring, patching, or removal.
5. Scaffolding is excluded unless otherwise noted above.

Attached is a copy of our "General Terms & Conditions" which shall be made a part of this proposal. This proposal/quotation shall remain in effect for the next thirty (30) days

The terms of payment for invoices rendered against this order shall be net thirty (30) days from the date of invoice. Invoices may be rendered on a "progress" basis, and the customer agrees to pay such progress billings in full, in accordance with the terms of payment.

If this proposal meet your acceptance, kindly sign and return this document to my attention at your earliest convenience.

Please feel free to contact me directly at 559-312-9098 or email address joseph.choa@jci.com should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection LP** the opportunity to service your fire protection needs.

Payment	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>	DEPOSIT: \$
Time and Material <input type="checkbox"/>	Price Not to Exceed \$	Fixed Price of \$869.69	BALANCE DUE: \$	

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement 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 this 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.** This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer

By: _____

Name: _____

Title _____

Billings Address: _____

City, State, Zip: _____

PO#: _____

JOHNSON CONTROLS FIRE PROTECTION LP

By: _____

Name: Joseph Ochoa

Title: Systems Integrity Representative

Email: joseph.choa@jci.com

Direct Line: (559) 312-9098

License No: (980647): C10 C16

TERMS AND CONDITIONS (rev 5/18)

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. 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. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage 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 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. Such sum shall be complete and exclusive. **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) 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. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. 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. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **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.**

8. Customer Responsibilities. Customer shall furnish all

necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. 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 initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement

9. Repair Services (if Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, 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 during the initial inspection, for which Company may 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.

10. 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 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.

11. 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.

12. 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.

13. 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.

14. Limited Warranty. COMPANY 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. 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.

15. 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, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, 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.

16. 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.

17. Commodities Availability. 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. 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.

18. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, 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; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do 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 scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing.

20. 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.

21. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) 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 1/2% 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.

22. 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, for a period of two years after termination of this Agreement.

23. 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, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. 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 of sale for all equipment and 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.

26. 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.

27. 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.

28. 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 N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710 License numbers available at www.jci.com or contact your local Johnson Controls office.