

Central Unified  
4605 N. Polk Avenue  
Fresno CA 93722

**Purchase Order No.**  
The number below MUST appear on all invoices, pkgs., etc.  
183519

(559) 274-4700 FAX: ( )

*CP: Anita L.*

Invoice To:

Ship Prepaid To:

Order Date: 12/01/2017

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

TO: VE# 2517 FAX# (559) 348-1291 Phone# (559) 348-0614

**SIMPLEXGRINNELL CORPORATION**  
2788 N LARKIN STE 101  
FRESNO CA 93727-0000

Remit To:

SIMPLEXGRINNELL CORPORATION  
DEPT CH10320  
PALATINE IL 60055-\_\_\_\_\_

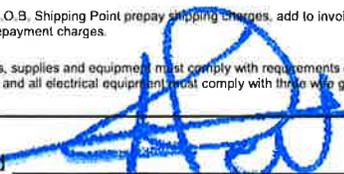
Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	MAINT, KOLIG STAD, RISER REPAIR QUOTE ATTACHED	\$591.06	\$591.06
1	Each	MAINT, TRANS, FIRE ALARM DEFICIENCY REPAIR QUOTE ATTACHED	\$811.00	\$811.00
1	Each	MAINT, ROOSEVELT, FIRE ALARM DEFICIENCY REPAIRS QUOTE ATTACHED	\$3,102.49	\$3,102.49
1	Othr	DIR #1000000576	\$0.00	\$0.00
<p><b>"ESTIMATE" PURCHASE ORDER - PO VALID UNTIL 6/30/18</b> <b>***RECEIVER REQUIRED***</b></p> <p><b>NOTE: VENDOR MUST CHECK-IN AT MAIN OFFICE</b></p> <p><b>**FREIGHT DELIVERIES BY APPT ONLY**</b> <b>DELIVERIES NOT SHIPPED TO "SHIP PREPAID"</b> <b>ADDRESS ABOVE WILL BE REFUSED.</b></p>				
			Sub Total:	\$4,504.55
			Discount:	\$0.00
			Tax:	\$47.14
			P.O. Total:	\$4,551.69

Requested By: Maintenance Authorized By: KH Requisition #: 183895

Fu---Re----Y-Gl---Fn---Ob-----Si--RP---Mg  
0100-81500-0-0000-8100-560000-000-7600-7600 Amount \$4,551.69

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 

DEC 05 2017

## Karen Hisel

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**From:** Crystal Lanfranco  
**Sent:** Friday, December 01, 2017 12:25 PM  
**To:** Karen Hisel  
**Cc:** Cinda Rolph  
**Subject:** FW: PR 183895  
**Attachments:** 1487\_001.pdf; 183895 SimplexGrinnell.pdf

Approved

Thank you,

*Crystal Lanfranco*

Assistant Director of Transportation

4200 N Grantland Ave, Fresno Ca 93723

(559) 275-9734 X 71104 Fax: (559) 275-9742

~ Every Student, Every Day, Every Mile:

*Safely Transported with a Smile~*

*NOTICE: The information contained in this electronic mail and any attachments is intended for the exclusive use of the addressee(s) and may contain confidential, privileged, and/or proprietary information. Any other use of these materials is strictly prohibited. Unless you are the addressee, (or are authorized to receive messages for the addressee), you may not use, copy, disclose or distribute the message or any information contained in, or attached to it, to anyone. If you have received these materials in error, please notify me immediately by telephone and destroy all electronic, paper or other versions. No representation is made by the sender that any e-mails and/or attachments are virus free, and are used at the intended recipient's sole risk. Unauthorized interception of this e-mail is a violation of federal criminal law.*

**From:** Cinda Rolph  
**Sent:** Friday, December 01, 2017 10:33 AM  
**To:** Crystal Lanfranco <[clanfranco@centralusd.k12.ca.us](mailto:clanfranco@centralusd.k12.ca.us)>  
**Subject:** PR 183895

SimplexGrinnell, fire alarm and fire riser repairs, \$4,551.69

**From:** [canon@centralusd.k12.ca.us](mailto:canon@centralusd.k12.ca.us) [<mailto:canon@centralusd.k12.ca.us>]  
**Sent:** Friday, December 01, 2017 10:26 AM  
**To:** Cinda Rolph  
**Subject:** Attached Image

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell  
2788 N. Larkin  
Fresno CA 93727  
Main Office # 559 348 0614  
Office Fax # 559 348 1291

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Date: October 19, 2017

Contact: Jesse Bath

Phone: 559-274-4700 Email: [jbath@centralusd.k12.ca.us](mailto:jbath@centralusd.k12.ca.us)

Job Site: CUSD Koligian Stadium 4200 N Grantland Ave. Fresno, Ca 93723

**SUBJECT: Inspection Deficiency Quote. SR#39523012**

Dear Jesse Bath:

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

South East fire sprinkler riser is leaking. Repair needed immediately.

Scope of work

- Fire sprinkler technician to replace leaking section of the fire sprinkler riser. Repair a 2 ½ pipe by approximately 3 feet. After repair(s) pressurize system and take main drain reading.

SimplexGrinnell is pleased to submit a quote in the amount of **\$591.06** to furnish mechanical labor and materials for the above listed scope of work.

*Replacement of these deficiencies is important to ensure reliable operation of your life safety system when needed and comply with NFPA code.*

In signing this document, I am acknowledging that I understand am authorized to accept, and accept SimplexGrinnell's Proposal and Contract in its entirety.

ACCEPTED BY: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

*received by [Signature]*

SimplexGrinnell qualifies the following.

1. All installation shall take place during normal working hours (7:00am to 3:30pm) Monday to Friday.
2. This quotation/proposal shall remain in effect for the next (30) Days and is subject to mutually agreeable terms.
3. SimplexGrinnell's Standard Terms and Conditions (See Attached) shall be made a part of this proposal.

Exclusions:

1. Engineering, design, or any permits that may be required by local AHJ.
2. Union or Prevailing wages.
3. Handling/cutting of the ceilings, walls, and floors and or ceiling tiles.
4. Cutting of any penetrations to include all cores.
5. Centerline of tile and or alignment with fixtures and lighting.
6. Patching and painting of building structures and painting or priming of sprinkler system piping.
7. Integrity of the existing system.
8. Upgrade of existing water demand.
9. Extinguishers.
10. Any asbestos and or lead conditions.
11. Any insurance requirements more stringent than NFPA and or the local authorities.
12. Modifications to the existing system other than that which is noted above.

This proposal shall remain in effect for 30 days at which time it shall be subject to review. Should this meet your approval, kindly sign and return this document to my attention. Please do not hesitate to contact me regarding any of your fire protection needs.

Sincerely,

JOSEPH OCHOA  
SYSTEM INTEGRITY REPRESENTATIVE  
TYCO FIRE & SECURITY  
SIMPLEXGRINNELL  
OFFICE 559-312-9098  
FAX 559-348-1291  
[joseochoa@simplexgrinnell.com](mailto:joseochoa@simplexgrinnell.com)

**tyco**

**Fire &  
Security**

**SimplexGrinnell**

**Service Agreement – General Terms and Conditions**

**PAGE 1 of 3**

**1. Payment.** 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. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1. the limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing rate. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. 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. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work.

**3. Limitation of Liability; Limitations of Remedy.** 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 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. 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) 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.

**4. 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. 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 WHICH ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

The Customer further agrees to:

- provide Company access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- 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. Such measures shall continue until the Covered System(s) are operational. Customer shall notify Company as soon as practical under the circumstances,

**5. Repair Services** (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section on the Agreement page, such services apply only to the components or equipment of the Covered System(s). The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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. 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.

**10. 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.

**11. 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.

**12. Exclusions/Force Majeure.** This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, parts, service, attachments, or devices, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. Company shall not be responsible for delays 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.

**13. 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.

**14. 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.

**15. 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.**

**16. 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.

**17. 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.

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell  
2788 N. Larkin  
Fresno CA 93727  
Main Office # 559 348 0614  
Office Fax # 559 348 1291

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**Date: October 18, 2017**

**Contact: Jesse Bath**

**Phone: 559-274-4700 Email: [jbath@centralusd.k12.ca.us](mailto:jbath@centralusd.k12.ca.us)**

**Job Site: CUSD Transportation Building**

**SUBJECT: Inspection Deficiency Quote. SR#38811180**

Dear Jesse Bath:

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

All fire alarm pull stations are reporting to dispatch as fire troubles zone #12. In the event of a real fire, and a pull station is activated the monitoring agency will not dispatch the fire department on a fire trouble. The monitoring agency is also receiving unknown zone signals. The fire alarm panel has gone through an update. We highly recommend having a detailed fire alarm, fire trouble, and fire supervisory list updated and given to the monitoring company so that they may dispatch correctly.

**Scope of work**

- Fire alarm technician to accurately detail all fire alarm, fire trouble, and fire supervisory signals. Document and make contact with the monitoring company to update them of the fire alarm changes.

SimplexGrinnell is pleased to submit a quote in the amount of **\$811.00** to furnish mechanical labor and materials for the above listed scope of work.

***Replacement of these deficiencies is important to ensure reliable operation of your life safety system when needed and comply with NFPA code.***

In signing this document, I am acknowledging that I understand am authorized to accept, and accept SimplexGrinnell's Proposal and Contract in its entirety.

ACCEPTED BY: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

*reviewed by [Signature]*

SimplexGrinnell qualifies the following.

1. All installation shall take place during normal working hours (7:00am to 3:30pm) Monday to Friday.
2. This quotation/proposal shall remain in effect for the next (30) Days and is subject to mutually agreeable terms.
3. SimplexGrinnell's Standard Terms and Conditions (See Attached) shall be made a part of this proposal.

Exclusions:

1. Engineering, design, or any permits that may be required by local AHJ.
2. Union or Prevailing wages.
3. Handling/cutting of the ceilings, walls, and floors and or ceiling tiles.
4. Cutting of any penetrations to include all cores.
5. Centerline of tile and or alignment with fixtures and lighting.
6. Patching and painting of building structures and painting or priming of sprinkler system piping.
7. Integrity of the existing system.
8. Upgrade of existing water demand.
9. Extinguishers.
10. Any asbestos and or lead conditions.
11. Any insurance requirements more stringent than NFPA and or the local authorities.
12. Modifications to the existing system other than that which is noted above.

This proposal shall remain in effect for 30 days at which time it shall be subject to review. Should this meet your approval, kindly sign and return this document to my attention. Please do not hesitate to contact me regarding any of your fire protection needs.

Sincerely,

JOSEPH OCHOA  
SYSTEM INTEGRITY REPRESENTATIVE  
TYCO FIRE & SECURITY  
SIMPLEXGRINNELL  
OFFICE 559-312-9098  
FAX 559-348-1291  
[joseochoa@simplexgrinnell.com](mailto:joseochoa@simplexgrinnell.com)

**tyco**

Fire &  
Security

**SimplexGrinnell**

**Service Agreement – General Terms and Conditions**

PAGE 1 of 3

**1. Payment.** 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. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1. the limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing rate. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. 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. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work.

**3. Limitation of Liability; Limitations of Remedy.** 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 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. 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) 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.

**4. 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.

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 WHICH ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

The Customer further agrees to:

- provide Company access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- 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. Such measures shall continue until the Covered System(s) are operational. Customer shall notify Company as soon as practical under the circumstances,

**5. Repair Services** (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section on the Agreement page, such services apply only to the components or equipment of the Covered System(s). The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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. 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.

**10. 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.

**11. 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.

**12. Exclusions/Force Majeure.** This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, parts, service, attachments, or devices, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. Company shall not be responsible for delays 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.

**13. 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.

**14. 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.

**15. 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.**

**16. 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.

**17. 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.

**tyco**

Fire &  
Security

SimplexGrinnell  
2788 N. Larkin  
Fresno CA 93727  
Main Office # 559 348 0614  
Office Fax # 559 348 1291

**SimplexGrinnell**

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Date: October 18, 2017

Contact: Jesse Bath

Phone: 559-274-4700 Email: [jbath@centralusd.k12.ca.us](mailto:jbath@centralusd.k12.ca.us)

Job Site: CUSD Roosevelt 2600 N. Garfield Fresno, Ca 93723

**SUBJECT: Inspection Deficiency Quote. SR#38808028**

Dear Jesse Bath:

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

Four smoke detectors failed testing during inspection, no power found on devices. One each pull station failed testing, one each pull station is faulty causing false alarms. All 16 each pull station are corroded and are recommended for replacement. Note: The fire alarm system currently has a posting from the Fire Department recommending fire watch when occupied.

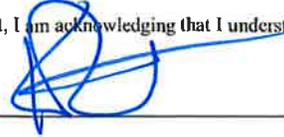
Scope of work

- Fire alarm technician is to trouble shot 4 each failed smoke detectors 2 each in room #30 and 2 each in room #31.
- Fire alarm technician is to remove and replaced 16 each failed, faulty, and corroded fire alarm pull stations.
- Technician to retest all device after installation and repairs.

SimplexGrinnell is pleased to submit a quote in the amount of **\$3,102.49** to furnish mechanical labor and materials for the above listed scope of work.

*Replacement of these deficiencies is important to ensure reliable operation of your life safety system when needed and comply with NFPA code.*

In signing this document, I am acknowledging that I understand am authorized to accept, and accept SimplexGrinnell's Proposal and Contract in its entirety.

ACCEPTED BY: 

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

*reviewed by* 

SimplexGrinnell qualifies the following.

1. All installation shall take place during normal working hours (7:00am to 3:30pm) Monday to Friday.
2. This quotation/proposal shall remain in effect for the next (30) Days and is subject to mutually agreeable terms.
3. SimplexGrinnell's Standard Terms and Conditions (See Attached) shall be made a part of this proposal.

Exclusions:

1. Engineering, design, or any permits that may be required by local AHJ.
2. Union or Prevailing wages.
3. Handling/cutting of the ceilings, walls, and floors and or ceiling tiles.
4. Cutting of any penetrations to include all cores.
5. Centerline of tile and or alignment with fixtures and lighting.
6. Patching and painting of building structures and painting or priming of sprinkler system piping.
7. Integrity of the existing system.
8. Upgrade of existing water demand.
9. Extinguishers.
10. Any asbestos and or lead conditions.
11. Any insurance requirements more stringent than NFPA and or the local authorities.
12. Modifications to the existing system other than that which is noted above.

This proposal shall remain in effect for 30 days at which time it shall be subject to review. Should this meet your approval, kindly sign and return this document to my attention. Please do not hesitate to contact me regarding any of your fire protection needs.

Sincerely,

JOSEPH OCHOA  
SYSTEM INTEGRITY REPRESENTATIVE  
TYCO FIRE & SECURITY  
SIMPLEXGRINNELL  
OFFICE 559-312-9098  
FAX 559-348-1291  
[joseochoa@simplexgrinnell.com](mailto:joseochoa@simplexgrinnell.com)

**tyco**

Fire &  
Security

**SimplexGrinnell**

**Service Agreement – General Terms and Conditions**

PAGE 1 of 3

**1. Payment.** 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. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1. the limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing rate. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. 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. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work.

**3. Limitation of Liability; Limitations of Remedy.** 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 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. 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) 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.

**4. 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.

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)").

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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 WHICH ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

The Customer further agrees to:

- provide Company access to the Covered System(s) to be serviced,
- supply suitable electrical service, heat, heat tracing, and adequate water supply,
- 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. Such measures shall continue until the Covered System(s) are operational. Customer shall notify Company as soon as practical under the circumstances,

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**7. 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.

**8. 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.

**9. 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. 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.

**10. 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.

**11. 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.

**12. Exclusions/Force Majeure.** This Agreement expressly excludes, without limitation, reloading of, upgrading, and maintaining computer software, making repairs or replacements necessitated by reason of negligence or misuse of components or equipment, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, parts, service, attachments, or devices, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. Company shall not be responsible for delays 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.

**13. 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.

**14. 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.

**15. 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.**

**16. 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.

**17. 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.

Central Unified  
 4605 N. Polk Avenue  
 Fresno CA 93722

Order Date: 12 / 01 / 2017

Person Requesting:  
 Maintenance

(559) 274-4700

Authorization Code:

**Requisition  
 Number:**  
 183895

**Ship Prepaid To:**  
 7600 - CENTRAL USD OPERATIONAL  
 CINDA ROLPH (559-275-9560)  
 4200 N. GRANTLAND  
 FRESNO CA 93723-0000

PLEASE BILL IN TRIPPLICATE  
 ATTN: ACCOUNTS PAYABLE

"ESTIMATE" PURCHASE  
 ORDER - PO VALID UNTIL  
 6/30/18

VE# 2517

Bill To:

**\*\*RECEIVER REQUIRED\*\***  
 SIMPLEX GRIMMEL CORPORATION  
 2788 N LARKIN STE 101  
 FRESNO CA 93727  
 NOTE: VENDOR MUST  
 CHECK-IN AT MAIN OFFICE

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

**\*\*FREIGHT DELIVERIES BY  
 APPT ONLY\*\***  
**DELIVERIES NOT SHIPPED  
 TO "SHIP PREPAID"  
 ADDRESS ABOVE WILL BE  
 REFUSED.**

Qty Ordered	Unit Of Measure	Description of Articles or Service	Unit Price	Discount	Total Cost
1	Each	MAINT,KOLIG STAD,RISER REPAIR QUOTE ATTACHED	\$591.06	\$0.00	\$591.06
1	Each	MAINT,TRANS,FIRE ALARM DEFICIENCY REPAIR QUOTE ATTACHED	\$811.00	\$0.00	\$811.00
1	Each	MAINT,ROOSEVELT,FIRE ALARM DEFICIENCY REPAIRS QUOTE ATTACHED	\$3,102.49	\$0.00	\$3,102.49

**NOT A PURCHASE ORDER**

Sub Total: \$4,504.55  
 Discount: \$0.00  
 Tax: \$47.14  
 Requisition Total: \$4,551.69

I hereby approve this order

\*

\_\_\_\_\_

Fu-Re-PY-Gl-Fn-Ob-Si-RP-Mg	Requisition Total	Total Pre-Encumbrances	Balance (Actual + Encumbrance)
0100-81500-0-0000-8100-560000-000-7600-7600	\$4,551.69	\$4,551.69	\$3,746.94