




BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Oscar Garza, Buyer
Purchasing Department

From: Daniel Flores, Director 
Buildings and Grounds Department

Re: Agenda

Date: June 20, 2007

Please be informed the following projects need to be placed on the agenda in order to further proceed:

- 1.) Carpet for County Judge Department Area
- 2.) County Buildings & Fire Sprinkler & Alarm Monitoring Services

Thank you for your prompt cooperation with this matter, if in need of additional information please contact me at direct ext. (956)289-7855.

cc:
Marty Salazar, Purchasing
Valde Guerra, Budget & Management



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Daniel Flores , B & G Director
From: Juan M. Tapia, Purchasing Dept.
Date: May 16, 2007
Ref: RFP No. 07-185 Fire Sprinkler & Alarm Monitoring Services

Enclosed you will find proposal from SimplexGrinnell for your consideration, review and approval for: **“County Buildings Fire Sprinkler & Alarm Monitoring Services”**

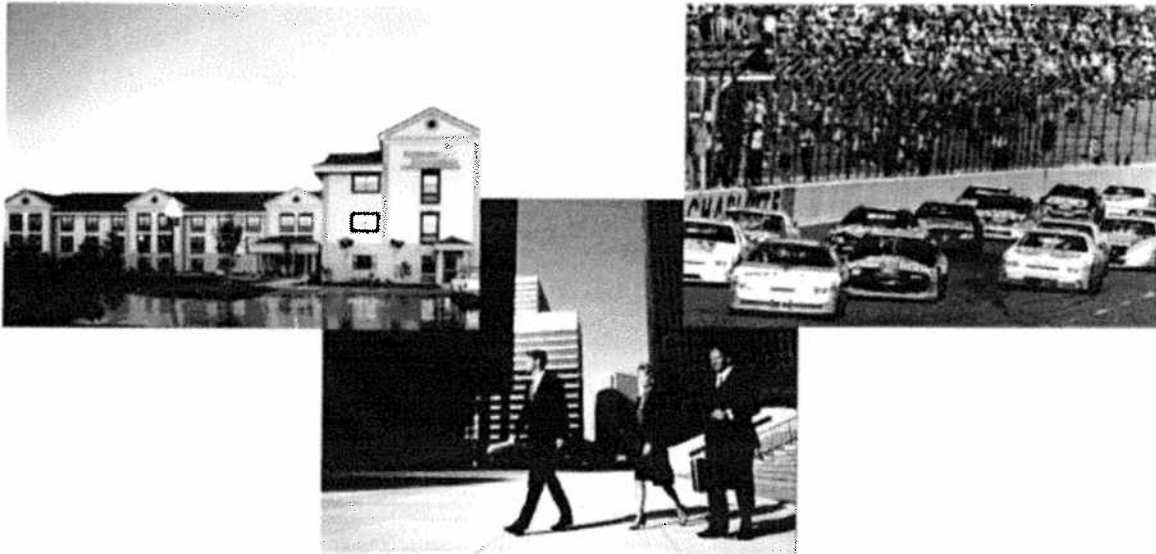
Please do the necessary recommendations at your earliest convenience. Appreciate in advance the attention that you will give to this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Enclosures

cc: Javier Carreon, B&G Foreman
J C Carreon, B&G Adm. Asst.
File

tyco / *Fire & Security* / **SimplexGrinnell**

Protecting people, property, and peace of mind



The County of Hidalgo
Juan Tapia

Inspection Plus Proposal

SimplexGrinnell BE SAFE.

FIRE SPRINKLER SYSTEMS

With more than 150 years of experience in sprinkler system installation and service, SimplexGrinnell can offer you peace of mind in knowing your system will work when it is needed most. Conducted by our own trained and certified technicians, our inspection programs help ensure the performance and reliability of your fire sprinkler system. Inspections are carried out in accordance with local, state and federal codes. They include a report of the inspection results, and may include recommendations for corrective action where needed.

Depending Upon The Terms Of Your Contract With SimplexGrinnell, We Can Perform These Elements Of An Inspection For You:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify site conditions that could compromise the mechanical and/or electronic components of the system.
3. Inspect for adequate clearance and condition of the sprinkler heads to allow for proper distribution and activation.
4. Inspect the sprinkler control valves for proper position, general condition, accessibility and appropriate signage.
5. Inspect and perform required water-flow tests for each system from main drain and inspector's test valve, weather permitting. (In case of inclement weather, technician will reschedule the inspection.)
6. Inspect the Fire Department connection couplings, caps, threads and clappers, check valves and drains.
7. Inspect and test the fire sprinkler system alarm components.
8. Check the reserve supply of sprinkler heads.
9. Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges and related equipment.
10. If applicable, inspect and test the operation of system air compressors for proper activation and cutoff.
11. If applicable, inspect the deluge or preaction valves according to the manufacturer's specifications, including interior checks of the valve body, clapper, clapper facings and latching mechanism.
12. If applicable, clean pilot lines and solenoid strainers thoroughly.
13. If applicable, disassemble the solenoid release, and inspect and clean the interior.
14. Test low-pressure alarms, supervisory circuits and auxiliary functions for proper operation.
15. Inquire about changes in building status that may affect the performance or reliability of the fire sprinkler system, including any obstructions.
16. Inquire about changes or modifications made to the fire sprinkler system.
17. Inquire about the Customer's general storage and stock arrangements for combustibles in relation to fire sprinkler system protection.
18. Tag devices as required and perform required record-keeping.
19. Compile a report of the inspection.
20. Familiarize the Customer with proper operation of the equipment.

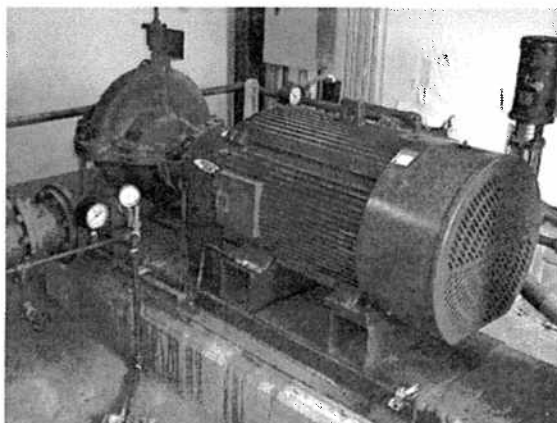
Please remember that low-point drains in dry, preaction and deluge systems must be drained after each operation and before the onset of freezing weather. SimplexGrinnell only inspects and drains these low points at the intervals specified in the contract. The Customer must comply with NFPA requirements by providing additional services for inspecting and draining all low-point drains on an as-needed basis to avoid pipe breakage and accidental tripping of the system due to freezing.



Please remember that the terms of your actual contract with SimplexGrinnell, not this brochure, will determine the services you receive.

SimplexGrinnell BE SAFE.
AUTOMATIC FIRE PUMPS

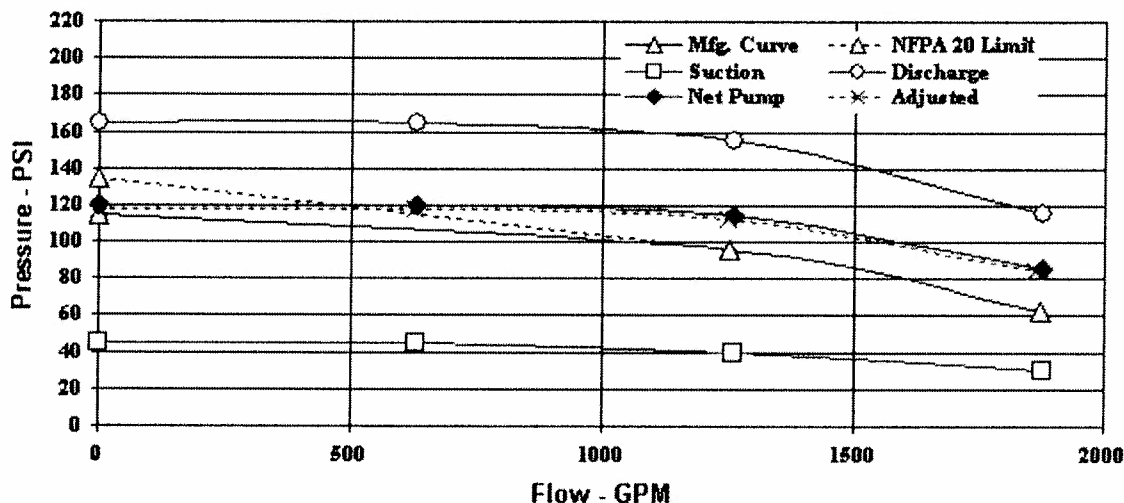
Automatic fire pumps are designed to boost water pressure for high hazard areas and where water demand exceeds available pressure. In the event of pump failure, your sprinkler system will not perform at the designated density established for adequate protection of your facility and its occupants. To ensure proper operation of your automatic pumps, SimplexGrinnell performs comprehensive inspections and testing in accordance with local, state and federal codes. Conducted by our trained professionals, these certified pump tests include a graphic analysis depicting the current performance of your pump equipment. A report of the inspection findings may include recommendations for corrective action where needed.



Depending Upon The Terms Of Your Contract With SimplexGrinnell, We Can Perform These Elements Of An Inspection For You:

Please remember that low-point drains in dry, preaction and deluge systems must be drained after each operation and before the onset of freezing weather. SimplexGrinnell only inspects and drains these low points at the intervals specified in the contract. The Customer must comply with NFPA requirements by providing additional services for inspecting and draining all low-point drains on an as-needed basis to avoid pipe breakage and accidental tripping of the system due to freezing.

1. Inspect the automatic fire pumps to determine whether they are in service and in satisfactory condition in accordance with NFPA standards.
2. Identify site conditions that could compromise the performance of mechanical and/or electronic components of the pumps.
3. Inspect the automatic fire pump control valves for proper position, general condition, accessibility and appropriate signage.
4. Inspect the automatic fire pump test header for satisfactory condition.
5. Inspect the automatic fire pump alarm components for satisfactory condition.
6. Check the general condition of automatic fire pump piping, hangers, drain valves, check valves, gauges and related equipment.
7. Conduct the required annual performance flow test.
8. Tag devices as required and perform required record-keeping.
9. Compile a report of the inspection.
10. Familiarize the Customer with proper operation of the equipment.



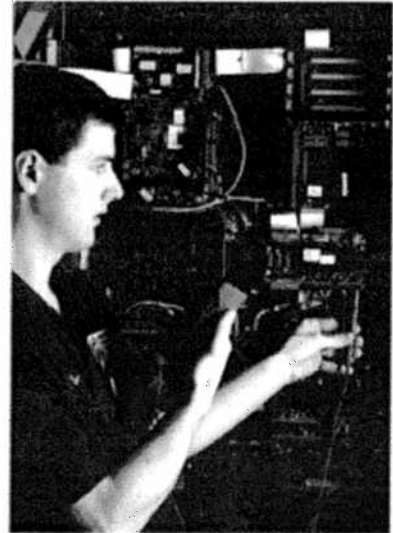
The Customer is advised that inspection of automatic fire pumps requires a significant water discharge, therefore the customer must provide a suitable place for discharge.

-The Customer is advised that inspection of automatic diesel powered fire pumps does not include oil and/or oil and filter changes, fuel filters, air breathers, batteries, antifreeze, or other preventive maintenance requirements. If supplied, these are invoiced at additional cost.

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FIRE DETECTION AND ALARM SYSTEMS

The reliability of your facility's fire detection and alarm systems is critical to the life safety of your building's occupants and the protection of your property. Performed in accordance with local, state and federal codes, SimplexGrinnell's inspection service helps ensure that your system operates as designed. It also helps minimize the incidence of false alarms that interrupt your operations. The inspections are conducted by our own technicians, who focus on maintaining your system at peak performance, assisting you in meeting code requirements, and giving you peace of mind. When specified, these services will include the suppression system. A report of the inspection findings will be prepared.



Depending Upon The Terms Of Your Contract With SimplexGrinnell, We Can Perform These Elements Of An Inspection For You:

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Inquire about any changes or modifications of the fire detection and alarm system.
4. Inquire about changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA recommended procedures.
5. Inquire about the Customer's general storage and stock arrangements for combustibles in relation to fire alarm and suppression systems.
6. Check the general condition of the fire alarm panel and related equipment.
7. Test smoke and heat detectors in accordance with their manufacturer's specifications.
8. Inspect fire alarm control panels and remote fire alarm panels.
9. Inspect and test annunciators and zones both visually and by tripping a detector.
10. Inspect and meter batteries.
11. Inspect and exercise flow switches, tamper switches and low-pressure alarms.
12. Inspect output relays and test their activation.
13. If applicable, verify that all signals are received by SimplexGrinnell's Central Station Monitoring.
14. Inspect the smoke detectors for cleanliness. If included, clean the detectors that require cleaning in accordance with their manufacturer's guidelines.
15. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
16. Function test accessible heat-actuating devices, both electrically and pneumatically in accordance with the manufacturer's specification. When explosive conditions are present, hot water will be used to heat test accessible heat actuating devices.
17. Inspect and exercise all supervised control valves and switches.
18. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start-up and HVAC/smoke control.
19. Tag devices as required and perform required record-keeping.
20. Compile a report of the inspection.
21. Familiarize the Customer with proper operation of the equipment.

-Please remember that it is the Customer's responsibility to identify any system outputs that the Customer wishes not to be operated during system inspection and testing.

Please remember that the terms of your actual contract with SimplexGrinnell, not this brochure, will determine the services you receive.

SimplexGrinnell BE SAFE.

Pricing Summary/Scope of Work The County of Hidalgo

Location : Admin Building 100 E Cano Edingburg Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Tamper and Flow Switch Test (In addition to annual inspection)	6	Annual
Visual Walk Thru (Per Floor)	6	Annual
Dry Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Duct Detector Test, Inspect and Clean	9	Annual
Fire Alarm Panel	1	Annual
Audible Visual Units (Horns, Strobes, Speakers, etc.)	60	Annual
Pull Stations (Single Action or Dbl Action)	15	Annual
Smoke Detector (Test/Inspect)	52	Annual
Subtotal for Location Admin Building 100 E Cano Edingburg Tx :		\$2,248.50

Location : Admin Office old K-mart location

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
Wet Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Pull Stations (Single Action or Dbl Action)	3	Annual
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	4	Annual
Audio/Visual Unit	3	Annual
Subtotal for Location Admin Office old K-mart location :		\$518.00

Location : Adult Probation 900 E Highway 83 McAllen, Texas/3100B S Bus 281

<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Audible Visual Units (Horns, Strobes, Speakers, etc.)	7	Annual
Pull Stations (Single Action or Dbl Action)	7	Annual
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	8	Annual
Heat Detector	5	Annual
Subtotal for Location Adult Probation 900 E Highway 83 McAllen, Texas/3100B S Bus 281 :		\$1,053.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Pricing Summary/Scope of Work The County of Hidalgo

Location : Courthouse Basement 100 E Cano Edingburg Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
Wet Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	4	Annual
Elevator Test	2	Annual
Audio/Visual Unit	3	Annual
Subtotal for Location Courthouse Basement 100 E Cano Edingburg Tx :		\$548.50

Location : Elsa Multi Center 708 E Edinburg Elsa, Texas

<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Pull Stations (Single Action or Dbl Action)	4	Annual
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	6	Annual
Subtotal for Location Elsa Multi Center 708 E Edinburg Elsa, Texas :		\$404.00

Location : Human Services 2401 N Morrefield Mission, Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	2	Annual
Wet Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Audible Visual Units (Horns, Strobes, Speakers, etc.)	5	Annual
Pull Stations (Single Action or Dbl Action)	5	Annual
Fire Alarm Panel	1	Annual
Audio/Visual Unit	4	Annual
Subtotal for Location Human Services 2401 N Morrefield Mission, Tx :		\$562.00

Location : Juvelnile Dept/Probation /Court

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
Dry Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Audible Visual Units (Horns, Strobes, Speakers, etc.)	21	Annual

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Pricing Summary/Scope of Work The County of Hidalgo

<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Pull Stations (Single Action or Dbl Action)	15	Annual
Fire Alarm Panel	1	Annual
Duct Detector	6	Annual
Smoke Detector (Test/Inspect)	24	Annual
Heat Detector	8	Annual
Audio/Visual Unit	7	Annual
<u>Fire Pump [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Fire pump inspection	1	Annual
Subtotal for Location Juvelnile Dept/Probation /Court :		\$2,067.50

Location : Pct 3 Multi-Center-722, 724 & 730 Breyfogle, Palmview, Tx

<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Audible Visual Units (Horns, Strobes, Speakers, etc.)	5	Annual
Pull Stations (Single Action or Dbl Action)	6	Annual
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	6	Annual
Subtotal for Location Pct 3 Multi-Center-722, 724 & 730 Breyfogle, Palmview, Tx :		\$444.50

Location : Pct. I Multi Center 1902 Joe Stephens Weslaco, Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
Wet Sprinkler System Test and Inspection	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Pull Stations (Single Action or Dbl Action)	6	Annual
Fire Alarm Panel	1	Annual
Audio/Visual Unit	6	Annual
Subtotal for Location Pct. I Multi Center 1902 Joe Stephens Weslaco, Tx :		\$612.00

Location : Pharr Health WIC 1903 N Fir Pharr, Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Fire Alarm Panel	1	Annual
Subtotal for Location Pharr Health WIC 1903 N Fir Pharr, Tx :		\$350.00

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Pricing Summary/Scope of Work The County of Hidalgo

Location : San Juan Multi-Center 509 E Earling San Juan Tx

<u>Fire Alarm Detection Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Audible Visual Units (Horns, Strobes, Speakers, etc.)	6	Annual
Fire Alarm Panel	1	Annual
Smoke Detector (Test/Inspect)	6	Annual
Heat Detector	3	Annual
Audio/Visual Unit	7	Annual
Subtotal for Location San Juan Multi-Center 509 E Earling San Juan Tx :		\$478.50

Location : Warehouse E-107 & 6th Sreet San Carlos, Tx

<u>Fire Sprinkler Systems [Test and Inspect]</u>	<u>Quantity</u>	<u>Frequency</u>
Visual Walk Thru (Per Floor)	1	Annual
Wet Sprinkler System Test and Inspection	1	Annual
Subtotal for Location Warehouse E-107 & 6th Sreet San Carlos, Tx :		\$340.00

Total Annual Investment : (Plus Any Applicable Tax) \$9,626.50

Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

SERVICE AGREEMENT

This agreement is made by and between The County of Hidalgo ("Customer") and SimplexGrinnell LP ("Company") and is effective as of 05/02/2007 to 05/01/2008.

Customer agrees to purchase and Company agrees to provide the Services, as defined herein, and materials as set forth in this Agreement subject to the terms and conditions of this Agreement.

SCOPE OF WORK

Services will be provided at the following locations: Admin Building 100 E Cano Edingburg Tx, Admin Office old K-mart location, Adult Probation 900 E Highway 83 McAllen, Texas/3100B S Bus 281, Courthouse Basement 100 E Cano Edingburg Tx, Elsa Multi Center 708 E Edinburg Elsa, Texas, Human Services 2401 N Morrefield Mission, Tx, Juvenile Dept/Probation /Court, Pct 3 Multi-Center-722, 724 & 730 Breyfogle, Palmview, Tx, Pct. 1 Multi Center 1902 Joe Stephens Weslaco, Tx, Pharr Health WIC 1903 N Fir Pharr, Tx, San Juan Multi-Center 509 E Earling San Juan Tx, Warehouse E-107 & 6th Sreet San Carlos, Tx

Service(s) and pricing:

TOTAL ANNUAL PRICE (Plus Any Applicable Tax)

Nine Thousand Six Hundred Twenty-Six Dollars and 50 Cents (\$9,626.50).

Payment Terms:

Payment is due upon receipt of invoice.

Payment for Service(s) shall be total contract

CUSTOMER ACCEPTANCE

In accepting this proposal, Customer agrees to the terms and conditions contained herein 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.

CUSTOMER

The County of Hidalgo
100 E Cano St 4th Floor Adm. Bldg
Edingburg, Texas 78539

By:
Print Name: Juan Tapia
Title: Purchasing Dept
Phone#:
Fax#:
Customer email:
PO#:
(Customer)#:
Date:

SIMPLEXGRINNELL LP
4455 S.P.I.D. Suite 16
Corpus Christi, TX 78411

By: [Signature]
Print Name: Teresa Saldana
Title: Service Sales Rep.
Phone Number : 361-438-0080
Fax Number : 361-289-6458
E-Mail Address: tsaldana@tycoint.com
License Number (if applicable):
Date: 5-12-07

Authorized Manager :

Terms and Conditions

1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term.
2. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement.
3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. 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. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. The Customer's failure to make payment when due is a material breach of this Agreement.
4. 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.
5. 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.
6. 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.

SERVICE AGREEMENT

(continued)

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.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional

times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work.

Company will perform the services described in the 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)"). 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 OBSOLESCECE 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 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 by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

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

9. Repair Services (If Selected by Customer). Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work section of this Agreement, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include

repairs to the Covered System(s) recommended by Company 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.

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.

SERVICE AGREEMENT

(continued)

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. 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.

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. Exclusions. 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;

batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, 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). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

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

19. Force Majeure. 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.

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 with Company, for a period of two years after the 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 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 the N.Y.S. Department of the State: **TX** Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.