

## **DAVIS JOINT UNIFIED SCHOOL DISTRICT**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of September 17, 2020 (the "Effective Date") by and between the Davis Joint Unified School District, a public school district of the State of California (the "District"), and Sierra Building Systems, Inc. ("Provider"). The District and the Provider are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider's special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District's engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

#### **ARTICLE 1. SERVICES TO BE PERFORMED BY PROVIDER**

##### **Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the "Services") and shall provide other services as may be requested by the District from time to time.

##### **Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider's work to ensure its conformity with the terms of this Agreement.

##### **Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

#### **Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

### **ARTICLE 2. TERM AND TERMINATION**

#### **Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through September 17, 2021 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

#### **Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-

approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Terms Of Payment.**

**[Section 3.1 and 3.3 to be modified by the District as needed to address specific payment terms.]**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider the annual service fee of Fifty Three Thousand Three Hundred Twenty Three Dollars (\$53,323.) as described in Attachment A.

Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are performed.

### **Section 3.2 No Payroll or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

### **Section 3.3 Expenses.**

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

### **Section 3.4 Accounting Records of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

## **ARTICLE 4. OTHER OBLIGATIONS OF PROVIDER**

### **Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

### **Section 4.2 Workers Compensation and Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

### **Section 4.3 Materials and Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

### **Section 4.4 Licenses, Permits, Fees and Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are



necessary for Provider's performance of the Services required by this Agreement.

#### **Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

- (a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;
- (b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;
- (c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and
- (d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

#### **Section 4.7 [Reserved]**

#### **Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

#### **Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

#### **Section 4.10 Return of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

### **ARTICLE 5. PROVIDER'S WORK PRODUCT**

#### **Section 5.1 Ownership of Provider's Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or

contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

(c) The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

## **Section 5.2 Use of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Provider's failure to perform this duty.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

### **Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the

notice, and may seek such other and further relief as may be provided by law.

### **Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

### **Section 6.4 Status of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

### **Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

### **Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

#### **To the District:**

Attn: Matthew Best  
Deputy Superintendent

Davis Joint Unified School District  
526 B Street  
Davis, CA 95616-3811

#### **To the Provider:**

Attn: David Frechette  
CEO

Sierra Building Systems, Inc.  
502 Giuseppe Court, Ste. 11  
Roseville, CA 95678

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 6.13 Effect of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such

performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Amari Watkins, Assoc. Superintendent Business

Services

**PROVIDER:**

\_\_\_\_\_  
**SIERRA BUILDING SYSTEMS, INC.**

By: \_\_\_\_\_

Name and Title: David Frechette, CEO

**APPENDIX A**  
**SCOPE OF SERVICES**

## STANDARD MONITORING, INSPECTION AND SERVICE AGREEMENT

This agreement is made on \_\_\_\_\_ between Sierra Building Systems, Inc A Low Voltage Integrator. hereinafter called SBS, and Davis Joint Unified School District, hereinafter called the SUBSCRIBER for services located at See Services by Location Exhibit.

### CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included



#### MONITORING (See Attached Fee Schedule)



FIRE ALARM



SECURITY



ELEVATOR



VIDEO SURVEILLANCE

Subscriber agrees to pay SBS the sum of \$ 8,220.00, annually, and a one time set up fee based on time and material, payable in advance for the monitoring of the selected system(s) for the term of this agreement commencing on the first day of the month next succeeding the date hereof, all payments being due annually. Client shall provide passwords or codes if other than factory default. Loss of time associated to password protected systems that are other than factory passcodes shall be billed at current billable rate.



#### INSPECTIONS (See Attached Inclusions and Exclusions)

M-F 7AM-4PM ☐

AFTER HR/WEEKENDS ☐

	QUARTERLY	SEMI-ANNUAL	ANNUAL
FIRE ALARM	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FIRE SPRINKLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SECURITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXTINGUISHER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Subscriber agrees to pay SBS the sum of \$ 41,603.00, once work is completed, payable for the term of this agreement, for inspection services. Any additional inspections required by Authority Having Jurisdiction (AHJ) will be charged at \$ 150.00 per hour which Subscriber agrees to pay. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or AHJ. SBS will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that accessible components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If minor repairs can be completed at time of inspection you will be notified at the time of service and provided the additional cost. A separate quote will be provide for deficiencies. Deficiencies will be written up and provided to the Subscriber. It is the Subscriber's responsibility to correct all deficiencies. All noted deficiencies will be re-evaluated at the next scheduled inspection. If sprinkler alarm or other device monitoring water flow is inspected, the inspection does not include inspection or testing of sufficiency of water supply, for which SBS has no responsibility or liability.



#### UL CERTIFICATE (Applicable only if Monitoring and Inspections are contracted with SBS)

Subscriber agrees to pay SBS the sum of \$ \_\_\_\_\_, once certificate is issued and annual bill is received, payable for the term of this agreement, for an Underwriters Laboratories Inc. (UL) Fire Alarm Certificate service. If this option is selected SBS will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the fire alarm system to keep the Certificate in force. Subscriber agrees to pay SBS for any inspections or required changes at SBS's then prevailing rates.



#### ADDITIONAL SERVICES (See Attached Inclusions and Exclusions)

Subscriber agrees to pay SBS the sum of \$ 3,500.00, once work is completed. Additional services are typically one time charges and are not on an annual subscription.

### TOTAL CONTRACT PRICE

Subscriber agrees to pay SBS the sum of Forty Nine Thousand Eight Hundred and Twenty Three Dollars \$49,823.00.

### TERM OF AGREEMENT: RENEWALS

The terms of this agreement automatically renew annually, unless either party gives written notice to the other by email, mail, certified mail, return receipt requested, of their intention not to renew the agreement. Termination shall comply with local law.

SEE TERMS AND CONDITIONS WHICH ARE PART OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCOPE OF WORK AT TIME OF EXECUTION.

Sierra Building Systems, Inc. A Low Voltage Integrator

Subscriber

BY:

David Frechette

(SIGNATURE)

DAVID FRECHETTE, SET

(PRINT NAME)

TITLE: CEO

DATE: 8-21-20

BY:

Amari Watkins

(SIGNATURE)

(PRINT NAME)

TITLE: Associate Superintendent DATE: \_\_\_\_\_

of Business Services





August 10, 2020

**RE: Fire Alarm, Fire Sprinkler, 24hr Central Station Monitoring**

Sierra Building Systems proposes to provide all labor to test and inspect system(s) as listed in below scope of work to include one-time charges for account take overs.

**SCOPE OF WORK:**

- NFPA 72 Annual Test and Inspection
- NFPA 25 Annuals and Quarterlies
- Take over for monitoring – Account set up and on site programming – One Time Charge (reduced rate)

**EXCLUDES**

- Parts or material for deficiency repairs.
- Password retrieval if programming p-word is other than default.
- Responsibility for the integrity of the existing system
- Utility Company requirements: Phone Lines, MPOE make up or power requirements.
- Internet services, modems, routers, network connection, network programming, cellular signal, cellular service (cable or Wi-Fi) unless specified
- Work done at premium time (Normal Business Hours M-F 7AM-4PM)
- Fire Watch
- Notary Fees
- Painting, Sheetrock removal or repair
- Water Damage

All material is guaranteed to be as specified and completed in a professional workmanlike manner for the lump sum of **SEE CONTRACT** based on a 1 time agreement. Payments to be as follows: billed upon completion. Above price is based upon above listed scope of work.



## TERMS AND CONDITIONS

**MONITORING SERVICES PROVIDED:** Upon receipt of a system signal from Subscriber's system, SBS or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with AHJ dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of SBS or its Central station and SBS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of SBS and are not maintained by SBS except SBS may own the radio network and SBS shall not be responsible for any failure which prevents transmission signals or data from reaching the Central station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish SBS with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List SBS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with SBS's notification obligation. All changes and revisions to the account information shall be supplied to SBS in writing. Subscriber authorizes SBS to access the control panel and/or communicator to input or delete data and programming. If Subscriber requests SBS to reprogram system functions, remotely or on premises, Subscriber shall pay SBS for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at SBS's customary charges. SBS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Central station's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Central station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

**COMMUNICATION:** If the phone lines and/or internet service is disconnected, shut off, canceled and/or terminated in any way the system will not report to central station. **IF THIS HAPPENS THE FIRE DEPARTMENT and/or POLICE DEPARTMENT WILL NOT BE DISPATCHED IF THERE IS A FIRE and/or BREAK IN and the disruption will not be known by SBS.** If the alarm system is connected to the telephone line by RJ31X or equivalent telephone jack, when the alarm system is activate, it is designed to seize the telephone and disconnect any telephone calls as well as preventing the making of any other calls (such as to 911 emergency operator) while the system is attempting to transmit alarm signals to Central Station. SUBSCRIBER further acknowledges and agree that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of SBS and are maintained and serviced by the applicable telephone company or utility. SUBSCRIBER will be responsible for all expenses incurred for SBS to trouble shoot the problem and/or reprogram the panel.

**If for any reason SUBSCRIBER'S fire alarm system goes down and the system cannot report to Central Station then SUBSCRIBER is responsible to conduct a fire watch at SUBSCRIBERS own expense. Call SBS for immediate service.**

**ACCESS:** SBS shall be provided access to all areas of the building by providing the keys, key fobs, card access and or lock code or provide a contact person to meet our technicians at the facility. If SUBSCRIBERS facility has an elevator an elevator recall key must be provided so our technician can perform the elevator testing per NFPA 72. Areas not made accessible at the time of inspection and requires an additional trip to complete testing and/or inspections will be billed at the standard service charge rates. Areas or items not made available for testing during its required cycle will be listed as deficient. The SUBSCRIBER and/or SUBSCRIBER'S Representative is required to notify occupants of testing and inspections. If the fire alarm system is not being monitored by SBS the SUBSCRIBER and/or SUBSCRIBER'S Representative is required to place the system on and off of test and verify signals are normal.

**INCREASES OF CHARGES:** After one year from the date hereof SBS shall notify SUBCRIBER of any contract increases. At such time a new contract will be issued.

**EQUIPMENT LIMITED WARRANTY:** In the event that any part of the equipment becomes defective, SBS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. SBS reserves the option to either replace or repair the equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. SBS's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. SBS is not the manufacturer of the equipment and other than SBS's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, SBS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. SBS does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke or water or otherwise; or that the system will in all cases provide the protection for which it is installed. SBS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized

\_\_\_\_Int.



repair service, modification, or improper installation by anyone other than SBS. SBS shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by SBS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on SBS's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that SBS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for SBS's breach of this agreement or negligence to any degree under this agreement is to require SBS to repair or replace, at SBS's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If SBS is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to service contracted under paragraph 2b of this agreement.

**DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** SBS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including SBS's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of SBS, SBS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay SBS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of SBS on less than 24 hour notice to SBS. If installation is delayed for more than one year from date hereof through no fault of SBS, Subscriber agrees to pay an additional 5% of the contract of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. SBS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in SBS's sole discretion for the installation and service of the equipment, and SBS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement.

**REPAIR SERVICE:** The parties agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to notify SBS if any equipment is in need of repair. SBS shall not be required to service the equipment unless it has received notice from Subscriber.

**REPAIR SERVICE RATES – PREVAILING WAGE AND CERTIFIED PAYROLL APPLY**

Monday thru Friday 7 a.m. 4 p.m. \$150.00 per hour  
Monday thru Friday 4 p.m. 7 a.m. \$225.00 per hour  
Saturday \$225.00 per hour  
Sunday and Legal Holiday \$300.00 per hour

**SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by SBS.

**SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS:** Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse SBS for any fines relating to permits, code compliance or false alarms. SBS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should SBS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay SBS for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of SBS assigned by SBS to perform any service for or on behalf of Subscriber for a period of two years after SBS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, SBS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with SBS, times twelve, together with SBS's counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which SBS is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations.

**INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to and shall indemnify and hold harmless SBS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Subscriber, including reasonable attorneys' fees and losses asserted against and alleged to be caused by SBS's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against SBS or SBS's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of SBS. SBS shall have the right to assign this

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agreement and shall be relieved of any obligations created herein upon such assignment.

**EXCULPATORY CLAUSE:** SBS and Subscriber agree that SBS is not an insurer and no insurance coverage is offered herein. The fire alarm and SBS's services are designed to detect and reduce certain risks of loss, though SBS does not guarantee that no loss or damage will occur. SBS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by SBS's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber releases SBS from any claims for contribution, indemnity or subrogation.

**INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of public liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and SBS is named as additional insured and which shall cover any loss or damage SBS's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or SBS's services. SBS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against SBS and its subcontractors for loss or damages caused by perils intended to be detected by SBS's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

**LIMITATION OF LIABILITY:** Subscriber agrees that should there arise any liability on the part of SBS as a result of SBS's negligent performance to any degree or negligent failure to perform any of SBS's obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, that SBS's liability shall be limited to the sum of \$250.00 or 6 times the aggregate of monthly payments for services being provided at time of loss, whether economic or non-economic, in contract or tort, whichever is greater. If Subscriber wishes to increase SBS's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with SBS's increased liability. This shall not be construed as insurance coverage.

**LEGAL ACTION / ARBITRATION / SECURITY INTEREST:** The parties agree that due to the nature of the services to be provided by SBS, the payments to be made by the Subscriber for the term of the services part of this agreement form an integral part of SBS's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix SBS's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to SBS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as liquidated damages.

Additionally, in the event SBS retained ownership of the communication system and Subscriber breaches this agreement SBS may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. SBS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings against SBS must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against SBS in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement. In order to secure all indebtedness or liability of Subscriber to SBS, Subscriber hereby grants SBS a security interest in all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand and SBS may execute and file UCC-1 statement. If SBS prevails in any litigation or arbitration between the parties, Subscriber shall pay SBS's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by SBS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against SBS must be commenced within one year of the accrual of the cause of action or shall be barred. Subject to Subscriber's right to bring any claim against SBS for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules at [www.ArbitrationServicesInc.com](http://www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. The arbitrator is authorized to conduct proceedings by telephone, video or by submission of papers. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where SBS's principal place of business is located.

**SBS'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that SBS is authorized and permitted to subcontract any services to be provided by SBS to third parties who may be independent of SBS, and that SBS shall not be liable for any loss or damage sustained by Subscriber by reason of fire or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints SBS to act as Subscriber's agent with respect to such third parties, except that SBS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to SBS's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of SBS.

**MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify SBS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event SBS discovers the presence of suspected asbestos or other hazardous material SBS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate SBS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If SBS, in its sole discretion, determines that continuing the work poses a risk to SBS or its employees or agents, SBS may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate SBS for all services rendered and material provided to date of termination. SBS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall SBS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except SBS's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

## SBS MONITORING FEE SCHEDULE

Account Type	Monthly Cost per Account	Number of Accounts				Total Cost per Month
		Fire Alarm	Security	F/S Combo	Elevator	
POTS	\$ 30.00	7				\$ 210.00
IP	\$ 30.00				NA	\$ -
CELL (Sec) *106 Kilobits Usage	\$ 45.00	NA		NA	NA	\$ -
*106 kilobits a month equates to 106 signals. If your account uses more than 106 kilobits/signals, you will be charged \$0.13 per kilobit over 106.						
IPGSM (Alarmnet Combo)	\$ 45.00					\$ -
Telguard Accounts	\$ 50.00	8				\$ 400.00
CELL OR IP ONLY (60 min Timer Test Required)	\$ 75.00		NA	NA	NA	\$ -
Account Add-Ons						
6 Hour Timer Test (2016 NFPA Code Requirement) Per Acct	\$ 5.00	15	NA	NA	NA	\$ 75.00
Account Access (1 to 1,000 accounts, Up to 5 logins)	\$ 25.00		NA	NA	NA	\$ -
OPEN & CLOSED REPORTS LOG ONLY (Per Account)	\$ 6.00	NA		NA	NA	\$ -
OPEN & CLOSED REPORTS SUPERVISED (Per Account)	\$ 10.00	NA		NA	NA	\$ -
VIDEO MONITORING (1-8 Cameras)	\$ 145.00	NA		NA	NA	\$ -
VIDEO MONITORING (9-16 Cameras)	\$ 200.00	NA		NA	NA	\$ -
<b>TOTAL MONTHLY COST</b>						<b>\$ 685.00</b>
<b>TOTAL ANNUAL COST</b>						<b>\$ 8,220.00</b>

### ACCOUNT TYPE DEFINITIONS

- *POTS - Telephone signal using analog/copper phone lines to report to the central station.*
- *IP - Internet protocol using existing client network/internet & modem, and cellular to the central station*
- *IPGSM - IP/Cellular communicator. Reports via client network/internet & modem and cellular to the central station*
- *CELL ONLY - Use of a cellular only communicator to report signals to the central station. When used for a fire alarm system, time tests shall report every 60 minutes.*
- *IP ONLY - Use of a IP only communicator to report signals to the central station. When used for a fire alarm system, time tests shall report every 60 minutes.*
- *Account Access - Customer will be able to log in to their account and view their site information. You will also be able to put your*
- *OPEN & CLOSED REPORTS: LOG ONLY - Security alarm systems shall transmit building open (disarm) and building close (arm) report by user number to the central station. Log only.*
- *OPEN & CLOSED REPORTS: SUPERVISED - Security alarm systems shall transmit building open (disarm) and building close (arm) report by user number to the central station. Customer will set perimeters to when the site can open and close.*

### RUNAWAY CHARGES

*When an account is put in "Runaway" mode it means that trouble signals are coming into the central station at a rapid rate for an extended period of time. This holds up the receiver lines with the central station. When this happens, they will contact the RP's and let them know the account is in runaway. They will put that trouble zone in test for 4 hours. If the trouble is not cleared in 4 hours they will charge .25 cents for every trouble signal that comes in until the problem is fixed. All costs associated with the runaway will be passed on to the customer. The fee is minimal but can add up quickly if the issue is not resolved in a timely manner. Note, placing the trouble signal on an extended test will not diminish runaway charges.*





## CALL LIST AND ALARM COMPANY STANDARD PROCEDURE INFORMATION

CUSTOMER NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

CUSTOMER EMAIL: \_\_\_\_\_

SITE NAME: \_\_\_\_\_ SITE PHONE NUMBER: \_\_\_\_\_

SITE ADDRESS: \_\_\_\_\_

ACCOUNT PASSCODE: \_\_\_\_\_

*Passcode must be provided to access account information or place system in "test" mode.*

### PUBLIC RESPONDER DISPATCH

**Fire Alarm Accounts:** Central Monitoring Company dispatches to Public Responder upon receipt of a "ALARM" event type and will then call those on the Responsible Party Contact List in order of priority. Per NFPA 72.

**Security Alarm Accounts:** The customer can choose whether they would like the Central Monitoring Company to dispatch the Public Responder first and then call the Responsible Party (RP) OR contact the RP first and per the RP's discretion call for dispatch. Note, if the RP's can not be reached, Central Monitoring will call for Dispatch.

☐ Dispatch Public Responder First
 ☐ Call Customer First

Public Responder Contact List			
		Local Jurisdiction	Phone Number
1	Police Dept:		
2	Fire Dept:		

### RESPONSIBLE PARTY

Upon Central Monitoring receiving signals specified in the Standard Procedures below, the Customer hereby directs the monitoring company to contact the RPs during the specified days and times. The RPs will have access to confidential account information and authorization to place the system on or off test.

Responsible Party Contact List						
Responsible Party's Name (In order of priority)	Phone Number	Individual Passcode (Optional)	M - F 8a - 5p	M - F 5p - 8a	S & S	Holidays
1			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### SIGNAL STANDARD PROCEDURE

Please indicate how you would like Central Monitoring to communicate the following supervisory signals. If you choose not to be notified at the time of a supervisory signal and that signal results in an event which renders the system unable to transmit an alarm, SBS and Central Monitoring will not be held liable.

Supervisory Signals	M - F 8a - 5p	Anytime	Email
Timer Test Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trouble Burglar System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trouble Fire System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trouble Telephone Line	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Undefined Signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Failure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Runaway Warning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Email Address for Signal Notification: \_\_\_\_\_

COMPLETED BY: \_\_\_\_\_ DATE: 8-21-20

**ANY CHANGES TO THE CALL LIST MUST BE MADE IN WRITING AND SENT TO SIERRA BUILDING SYSTEMS, INC.**



### Customer Information

PROJECT/SITE INFORMATION		
Project Name:		
Project Type:	<input type="checkbox"/> Public <input type="checkbox"/> Federal <input type="checkbox"/> Private	
Certified Payroll Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Contact:	Phone:	
Company Name:		
Site Address:		
City:	State:	Zip:

SUBSCRIBER INFORMATION		
Same As Above: <input type="checkbox"/>	Contact:	Phone:
Company Name:		
Email Address:		
Address:		
City:	State:	Zip:

BILLING/ACCOUNTS PAYABLE INFORMATION		
Same As Above: <input type="checkbox"/>	Contact:	Phone:
Company Name:		
Email Address:	Receiving Invoices: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> Fax	
Address:		
City:	State:	Zip:

PROPERTY OWNER INFORMATION		
Same As Above: <input type="checkbox"/>	Contact:	Phone:
Company Name:		
Email Address:		
Address:		
City:	State:	Zip:

PLEASE FILL IN ALL APPLICABLE INFORMATION & EMAIL BACK TO:  
SIERRAA@SIERRABUILDINGSYSTEMS.NET





## SERVICES BY LOCATION

SITE NAME	PHYSICAL ADDRESS	SERVICES	INSPECTION ANNUAL COST
Susan B. Anthony Administrative Center Davis School for Independent Study	526 B Street		
Operation Center	1919 Fifth Street	There are no fire systems at this site	
Birch Lane ES	1600 Birch Lane	NFPA 72 FA Annual	\$ 708.00
Cesar Chavez ES	1221 Anderson Rd	NFPA 72 FA Annual	\$ 1,180.00
Davis HS	315 West 14th St.	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 9,558.00
R.W Emerson JR HS	2121 Claveras Ave	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 2,475.00
Fairfield ES	26960 County Rd. 96	NFPA 72 FA Annual	\$ 475.00
F.E.W Harper JR HS	4000 East Covell Blvd	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 2,835.00
F.T Korematsu	1207 Sycamore Lane	NFPA 72 FA Annual	\$ 2,360.00

## SERVICES BY LOCATION

SITE NAME	PHYSICAL ADDRESS	SERVICES	ANNUAL COST
M. Montgomery ES	1441 Danbury Ct.	NFPA 72 FA Annual	\$ 1,888.00
Martin Luther King, Jr. Continuation HS	635 B St.	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 2,720.00
North Davis ES	555 East 14th St.	NFPA 72 FA Annual	\$ 1,180.00
Oliver Wendell Holmes Junior High School	1220 Drexel Dr.	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 5,725.00
Patwin ES	2222 Shast Dr.	NFPA 72 FA Annual	\$ 2,124.00
Pioneer ES	5215 Hamel St.	NFPA 72 FA Annual	\$ 2,360.00
Valley Oaks Campus DaVinci Charter Special Education Preschool Childrens Center	1400 East Eight St.	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 2,475.00
R.E Willett ES	1207 Sycamore Lane	NFPA 72 FA Annual, NFPA 25 Annual and Quarterlies	\$ 3,540.00

TOTAL INSPECTION PRICE      \$ 41,603.00

# PLEASE READ

**IF YOU HAVE MONITORING THROUGH ANOTHER COMPANY AND ARE SWITCHING TO SIERRA BUILDING SYSTEMS (SBS), PLEASE MAKE SURE YOU FOLLOW THE STEPS BELOW.**

COMMUNICATION TYPE: PHONE LINES, or IP (INTERNET ONLY)

1. REQUEST ZONE LIST OR POINTS LIST FROM EXISTING MONITORING COMPANY
2. COORDINATE THE CANCELLATION DATE OF YOUR EXISTING ACCOUNT WITH SBS SCHEDULING SO THERE IS NOT A LAPSE IN COVERAGE.

COMMUNICATION TYPE: CELL ONLY OR CELL W/ IP

1. REQUEST ZONE LIST OR POINTS LIST FROM EXISTING MONITORING COMPANY
2. THE EXISTING MONITORING COMPANY WILL NEED TO PROVIDE THE FOLLOWING INFORMATION AS IT RELATES TO THE DIALER:
  - a. MAC ID #
  - b. CRC #
3. COORDINATE THE CANCELLATION DATE OF YOUR EXISTING ACCOUNT WITH SBS SCHEDULING SO THERE IS NOT A LAPSE IN COVERAGE

**\*NOTE – IF THE EXISTING CUSTOMER WILL NOT PROVIDE THE REQUESTED INFORMATION IN ITEM 2 OR 3, SBS WILL NEED TO INSTALL A NEW DIALER AT AN ADDITIONAL COST.**

**IF YOU ARE UNCLEAR ON THE TYPE OF COMMUNICATION, PLEASE CONTACT OUR SALES REP FOR CLARIFICATION.**