

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: County of Siskiyou
Siskiyou County Sheriff's Office
315 South Oregon St.
Yreka, CA. 96097

And

CONTRACTOR: American Alarm Co. Inc.
1671 Vineyard Drive
Antioch, CA. 94509
Phone # (925)779-1121
Fax # (925)779-1131

ARTICLE 1. TERM OF CONTRACT

- 1.01** Contract Term: This Contract shall become effective on January 1, 2022 and shall terminate on June 30, 2022 unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01** Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the **Jeremiah LaRue, Sheriff-Coroner** or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of \$83,532.69 (Eighty Three Thousand Five Hundred Thirty Two Dollars and 69/100's) for FY 21/22 for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (Department Head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County’s Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any

other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.
- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of

services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

I IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 1/9/2022

Date: 1/10/2022

CONTRACTOR: American Alarm Co. Inc.

DocuSigned by:
David Miller

5/17/2022 10:20 AM
David Miller, President

AP0317402618CA
Brittany Lebon

Brittany Lebon, Office Manger

License No.: 784158
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 68-0455185

ACCOUNTING:
Fund: Organization: Account:
4201 108010 761010 \$ 83,532.69

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$ 83,532.69 (Eighty Three Thousand Five Hundred Thirty Two Dollars and 69/100's)
If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

"Exhibit A"



PROPOSAL

1671 Vineyard Drive
 Antioch, CA 94509
 Off: 925-779-1121
 Fax: 925-779-1131

Date: December 8, 2021

To: Sgt. William Laustalot
 County of Siskiyou
 Siskiyou County Jail
 315 S. Oregon St.
 Yreka, CA 96097
 530-842-8172
 william.laustalot@siskiyousheriff.org

For: Siskiyou County Jail
 315 S. Oregon St.
 Yreka, CA 96097

Re: Replace Fire Alarm System

We propose to provide labor and material to replace components of the existing fire alarm system at the Siskiyou Co. Jail with current model devices. In general, our scope of work will be to disconnect and remove existing devices, install new model devices, and reconnect to existing wiring. The new Fire Alarm Control Panel (FACP) will be programmed to monitor and annunciate alarms with existing protocol. When the installation is complete the system will be fully tested. Our scope of work includes labor and material for the devices listed below, preparing submittal documents for the Fire Marshal, testing and Final Inspection. Material is as follows:

Qty	Remove	Install
1	EST2 FACP	EST4 FACP
1	2-LSRA Remote Annunciator	4-2ANN Remote Annunciator
129	Siga-PS Smoke Detectors	Siga-OSD Smoke Detector
48	Siga-DG Detector Guards	Siga-GRD Detector Guard
15	Siga-HRS Heat Detectors	Siga HRD Heat Detector
2	Siga HFS Heat Detectors	Siga-HFD Heat Detector
7	Siga-DH Duct Detectors	Siga-SDH Duct Detector
3	2452THS Horn/Strobe	G4AVRF Horn/Strobe
2	202-15PS Strobe	G4VRF Strobe

Existing field devices which are current models will remain as is and will be reconnected to the new Fire Alarm Control Panel. These devices include the following:

129	Siga-SB Standard Base for Smoke Detector
9	Siga-CT1 Monitor Modules for Waterflow, Tamper, and Alarm Input monitoring
4	Siga-278 Manual Pull Stations
1	Siga-CR Control Relay
2	Siga-UM Universal Class A/B Module

Work will be done during normal working hours. We will file and pull a permit for this work, and the cost of the permit is included in our proposal as shown below. The fire alarm system will be off-line while installation is in progress. Our scope of work does not include personnel for setting a fire watch. Pricing is as follows:

"Exhibit A"

Date: December 8, 2021
For: Siskiyou County Jail
Re: Replace Fire Alarm System

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Cost Proposal

Material \$ 46,196.00
(1) EST Fire Alarm devices
Lot Miscellaneous installation materials

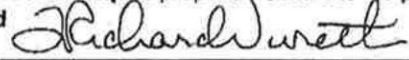
Labor \$ 33,556.00
Remove / Replace existing Fire Alarm devices
Program, test and commission complete

City Permit \$ 200.50
Sales Tax @ 7.75% \$ 3,580.19

PROJECT TOTAL: \$ 83,532.69

Please sign and return one copy for our files.

This proposal is subject to acceptance within 30 days from date hereon and to all standard terms and conditions noted on the reverse side of this proposal. **Add 3% for payment by credit card**

Authorized Signature  L. Richard Vivrette, CPP

ACCEPTANCE OF PROPOSAL The above prices, specifications, and terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Name _____ Date _____

"Exhibit A"
STANDARD TERMS AND CONDITIONS

APPLYING TO MATERIALS INSTALLED BY US:

1. **CLEANING.** American Alarm does not include final cleaning of glass, metal, or other materials installed by our personnel. We are however responsible for the policing and cleaning up of our work areas on a daily basis with regard to trash, cut-offs, and broken glass.
2. **DAMAGE AND PROTECTION.**
 - (a) We are not responsible for broken or damaged glass, metal or other materials (except that caused by our own employees), nor for the protection of same. Our responsibility for damage and loss in transit ceases upon delivery in good condition to a public carrier.
 - (b) Purchaser shall protect all items installed by us from damage by paint, etc., being installed by other trades. Any material so damaged shall be repaired or replaced by purchaser at no cost to us.
3. **OVERTIME.** All work is to be performed during regular week day working hours. Extra charges will be made for overtime work or for work performed on Saturdays, Sundays, or holidays.
4. **STORAGE.** Purchaser shall provide suitable covered and ventilated storage space for our materials at job site, without charge to us. We do not accept any responsibility for damage of material not stored properly.
5. **BUILDING CONSTRUCTION AND SITE CONDITIONS.**
 - (a) Purchaser shall be entirely responsible for accuracy of building construction such as locations of beams, columns, and masonry walls, and for accuracy in concrete work. We exclude concrete, masonry work, plumbing work, carpentry work, field painting, and any work requiring HAZMAT certification or licensing.
 - (b) Purchaser shall complete all floor finish, cement, curbs, water proofing, and other cement work, where shown or specified in connection with the materials furnished by us, and all plastering and painting on or near such materials. Unless specifically stated otherwise, we exclude HAZMAT abatement of any kind.
6. **CHANGE OR CANCELLATION.** Materials or work in process is not subject to change or cancellation.
7. **CONTINGENCIES.** Delivery and performance by us is contingent upon causes within our control. We shall not be liable for any losses, damages or delays due to or caused by insurrection, riot, war, civil or military authority, transportation difficulties, fire, shortage of labor or material, strike or other labor disputes, flood, storm, or any other cause or circumstance, whether like or unlike the foregoing, beyond our reasonable control or for any delays due to any failure of you or others to furnish and/or approve technical data, drawings, etc. Acceptance of materials on delivery shall constitute a waiver of any claims for losses or damages due to delay, whether or not excused by the foregoing, and shall constitute a waiver of the right to revoke such acceptance for any reason. Further, under no circumstances shall we be liable for any liquidated, special, incidental or consequential damages or for any penalties, whether direct or indirect.
8. **TERMS.** Unless otherwise stated in writing, terms of payment shall be: Net thirty (30) days after submittal of monthly pay request on date required by the contract; Net thirty (30) days after delivery of material; Net thirty (30) days after completion of installation during the previous month; Subject to our approval of credit. Time of payment is of the essence. No shipment will be made to, or labor performed for, jobs with a past due account. Material delivery is F.O.B. Point of Origin. Freight prepaid and added unless other shipping terms have been approved.
9. **BACK-CHARGES.** No back-charges against us or deductions from our contract price shall be valid unless made with our prior written consent.
10. **VERBAL STATEMENTS.** This proposal covers completely our entire understanding and is not to be modified in any way by verbal statements.
11. **TRADE PRACTICES.** All customary trade conditions and practices, not in conflict with anything herein stated, will apply to this proposal and any contract based thereupon.
12. **ACCEPTANCE.** All accepted proposals are subject to our approval, and any contract based upon this proposal will incorporate this proposal in its entirety, including all terms and conditions hereof. Acceptance is limited to the terms of this proposal. Notification of objection is hereby given to any different or additional terms. All prices are subject to acceptance and unless a conditional commitment in writing is received by us within ten (10) days after bid date, prices are subject to change without notice.
13. **CONTRACT.** In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement to which these terms may be made a part thereof or in the plans or specifications now or hereafter existing, the terms of this proposal and the terms and conditions herein stated shall govern.
14. **WARRANTY.** We warrant that the materials to be furnished and/or installed by us shall be free from defects in material and workmanship under normal use and service, and when properly installed, for a period of twelve months from the date of installation, if installed by us, or from the date of delivery, if not installed by us. We agree to repair or replace F.O.B. point of shipment, such materials, or any part thereof, found by us after inspection as defective, provided said materials and/or equipment has been properly installed and provided said equipment has been properly operated and maintained in accordance with our recommendations and the recommendations and specifications of the manufacturer. Our obligation hereunder shall be limited to the replacement or repair and in no event shall we be liable for consequential, incidental or special damages. THIS WARRANTY IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS.
15. **PLANS AND SPECIFICATIONS.** If materials are being furnished by us in accordance with plans and specs, the materials comply with the plans and specs to the best of our knowledge. However, all of the materials and equipment are subject to final acceptance by the architects and/or owners and we do not warrant their acceptance. With respect to any error of deficiency in any provisions of the specifications, plans or drawings furnished to us or in the event of any changes thereto, purchaser shall reimburse us for any additional expense resulting from such error, deficiency or change.
16. **TIME FOR ACCEPTANCE.** This proposal is subject to acceptance within the time limitations stated on the reverse side hereof and, further, within said time, prices are subject to change without notice unless a conditional commitment, in writing, is received by us within ten days after bid date.
17. **DEFAULT.** Should purchaser fail to pay for all labor, materials or supplies furnished by us, when payment is due, or should purchaser otherwise default in any of the provisions of this agreement, and should we employ an attorney to enforce any provision hereof or collect damages for breach of this agreement or recover on any applicable payment bond, then purchaser and its surety agree to pay us such reasonable attorney's fees and other costs as we may expend therein.
18. **RETENTION.** In no event shall purchaser hold retainage from us at a percentage greater than the percentage retained by the owner from purchaser.
19. **TAXES.** We include all applicable taxes, unless stated otherwise on the face of this proposal.
20. **BONDS.** (Unless otherwise stated in writing) No bond premium is included in this quotation. Our bond rate is approximately 3%
21. **INSURANCE.** American Alarm carries standard insurance with policy limits which are normal for the type of work we do. We do not include Builder's Risk Insurance or insurance for architectural or consulting services such as E&O insurance. Our liability insurance covers damage to property owned by others but we do not have property insurance on their building. American Alarm does not perform work which would necessitate Owner's and Contractor's Protective Explosion, Collapse and Underground Hazards insurance or HAZMAT insurance, and this coverage is not included in our insurance policy. Evidence of our insurance will be provided on an Accord 25-5 (or similar) form if requested. The cost for any additional insurance required by the other contractors or the customer is not included in this proposal and will be billed separately. We do not waive any rights of recovery, under subrogation or otherwise, against the Customer or any other contractors. Any requirement for modification, addition, or deletion of the terms, conditions, or limits of our existing insurance coverage which necessitates a stoppage of work until such changes are made will be considered a delay for the customer's / contractor's convenience and will not subject American Alarm to any liability for damages caused by schedule delay. In no case shall failure to carry such required insurance be grounds for withholding payment for work performed.

APPLYING TO MATERIAL(S) WE DO NOT INSTALL:

For materials furnished, but not installed, by us, the above provisions apply; but delete paragraphs 1, 3 and 18 above, and add the following provision:

22. **RETENTION.** In no event shall purchaser hold retention on a supply only order.

For questions regarding this proposal, please contact:

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