

REQUEST FOR COUNCIL ACTION

SUBJECT: Alarm Monitoring Services for City Buildings

SUMMARY: Approve an Agreement with Delta Fire Systems Inc. for Alarm Monitoring for City Buildings.

FISCAL IMPACT: Funding for this project would be from account number 1904 474144

STAFF RECOMMENDATION:
Staff recommends approval of an Agreement with Delta Fire Systems Inc., to install fire alarm communicators in City buildings identified in the background discussion in an amount not to exceed \$4,750.00.

MOTION RECOMMENDED:
"I move to adopt Resolution No. 16-174 authorizing approval of an Agreement with Delta Fire Systems Inc., to install fire alarm communicators in City buildings identified in the background discussion in an amount not to exceed \$4,750.00.

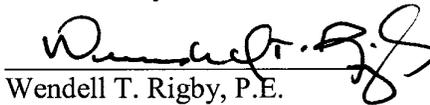
Roll Call vote required.

Prepared by:



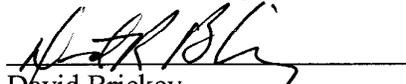
Jim Riding
Construction Manager

Reviewed by:



Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



David Brickey
City Attorney

Recommended by:



Mark R Palesh
City Manager

BACKGROUND DISCUSSION:

Most City buildings do not have fire alarm monitoring. In order to protect City properties in the event of a fire, especially if they are unoccupied at the time of an event, fire alarm monitoring is necessary. A Request for Proposals was sent out with two firms responding, Delta Fire Systems and System Service Specialists. Delta Fire systems is the low responsive and responsible bidder. The following buildings will have the alarm monitoring installed upon City Council approval:

City Hall
Justice Center
Fire Station 52
Fire Station 53
Fire Station 54
Fire Station 55

The following buildings will have the alarm monitoring installed following the existing contractor's purchase order expiring at the end of the current fiscal year:

Sexton Building
Public Works
Senior Center

The monitoring itself will be charged at \$40.00 per month per building for a 3 year period at which time the monitoring will be re-bid.

Attachments:

Delta Fire Systems response to the RFP
Spreadsheet
Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-174

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
DELTA FIRE SYSTEMS INC. FOR FIRE ALARM MONITORING

Whereas, the City Council of the City of West Jordan has reviewed the contract with Delta Fire Systems Inc. for Fire Alarm Monitoring for an amount of \$4,750.00; and

Whereas, the City Council desires to award the contract to Delta Fire Systems Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Delta Fire Systems Inc., (a copy of which is attached as **Exhibit A**) for Fire Alarm Monitoring in an amount not-to-exceed \$4,750.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Delta Fire Systems Inc., for an amount not-to-exceed \$4,750.00, is acceptable for the purpose of Fire Alarm Monitoring of City buildings.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The contract for the Fire Alarm Monitoring is hereby awarded to Delta Fire Systems Inc. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and Delta Fire Systems Inc. in an amount not to exceed \$4,750.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 16th day of November 2016.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

Melanie Briggs
City Recorder

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
DELTA FIRE SYSTEMS INC. FOR FIRE ALARM MONITORING

Voting by the City Council

	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member	_____	_____
Mayor Kim V. Rolfe	_____	_____

CITY OF WEST JORDAN CONTRACT

1. CONTRACTING PARTIES: This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

Name and Address of Contractor

Delta Fire Systems, Inc.
1507 South Pioneer Road
Salt Lake City, UT 84104

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency
 Limited Liability Company

Federal Tax ID# 97-0276405

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide fire alarm installation at locations within the City of West Jordan.
3. PROCUREMENT: This contract is entered into as a result of the Request for Proposals which was submitted to the City on 10/21/2016 by the contractor.
4. CONTRACT PERIOD: **Effective date:** 12/01/2016 **Termination date:** 11/30/2017, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$4,750.00** for costs authorized by this contract.
6. INSURANCE: The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. ATTACHMENT A: Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Insurance Certificate
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - City of West Jordan's Procurement Policies, and the Request for Proposals which was submitted to the City on 10/21/2016 by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR


Contractor's signature

CITY OF WEST JORDAN

Mayor's signature

Dennis P. O'Connell / Risk Manager attest:
Type or Print Name and Title

Approved As To Form:

City Recorder

City Attorney

Date: Nov 7, 2016

Date: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF Utah)

COUNT OF Salt Lake : SS)

On this 7 day of NOVEMBER, 2019, personally appeared before me, Shontel Neibaur
Brent Barker, who being by me duly sworn did say that he/she/they is/are the _____
Alarm Service Manager of Delta Fire Systems, INC, by
authority of its members or it articles of organization, and he/she acknowledged to me that said limited liability
company executed the same.

Shontel Neibaur
NOTARY PUBLIC



My Commission Expires:

Residing in Salt Lake County, Utah

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 3-1-2 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be

processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK

Contractor shall provide fire alarm installation and one year monitoring services at locations in the City of West Jordan as per the Request for Proposal which was submitted by the contractor to the City on October 21, 2016.

The following buildings will have the alarm monitoring installed upon contract approval:

- City Hall (2)
- Justice Center
- Fire Station 52
- Fire Station 53
- Fire Station 54
- Fire Station 55

The following buildings will have the alarm monitoring installed after July 1, 2017:

- Sexton Building
- Public Works
- Senior Center

Corporate Headquarters
1507 South Pioneer Road
Salt Lake City, UT 84104
P.O. Box 26587
Salt Lake City, UT 84126-0587



FIRE SYSTEMS, INC.
Fire Protection at its BEST

Contractors' Licenses
• UT #227919-5501
• NV#0020318
• CA #389169
• ID #FPSC-012
• ID #10771-AAA-4 (13930)
• CO #FSSC 07-099
• MI #55006
• AZ #ROC078043

1-801-972-4500
1-800-288-4500
Fax 1-801-972-6563

53 Years In Business

Date: 10/20/2016

Attn: West Jordan City
Jim Riding
CIP/Facilities/Project Manager
8000 South Redwood Road
West Jordan City, UT 84088

Re: Fire Alarm System Monitoring

Mr. Riding,

Thank you for your interest in pricing from Delta Fire Systems for Fire Alarm System Monitoring Service throughout the city of West Jordan. Work is to be done on regular hours. Price excludes state and local taxes. Monitoring Service are provided by a subcontracted 3rd party UL Listed Monitoring Service Central Station.

Experience - Delta Fire Systems has been the Fire and life safety industry since 1963 as Utah's industry leader in Fire Sprinkler Systems and added a Fire Alarm service division 3.5 years ago to complete the full service company status. Our Fire Alarm and Special Hazard (clean agent suppression) department is comprised of decorated career professionals with a combined experience of more than 100 years between the 6 individuals that comprise our department.

Licensing - decorated with virtually every industry license from manufacturer to State Master level License III to the highest NICET levels achievable IV.

State Contracts - Delta Fire Systems is currently the contracted and preferred Service and Inspection provider for Utah DFCM, for the past 10 years.

Product line - Delta Fire Systems is an Authorized Distributer for the following fire alarm product lines.

- Honeywell
 - FCI/Gamewell
 - Silent Knight
 - Fire-Lite
 - Ademco

Branch Offices

Reno, NV • 4855 Joule Street #B-8 • Reno, NV 89502 • Office (775) 359-0396 • Fax (775) 331-7523
St. George, UT • 892 E. Commerce Dr, Ste. A • St. George, UT 84790 • Office (435) 986-0064 • Fax (435) 986-0065
Twin Falls, ID • 2330 Eldridge Avenue • Twin Falls, ID 83301 • Office (208) 736-0011 • Fax (208) 736-6017

- Edwards
 - Vigilant
 - EST
- Bosch
- DSX
- Fike
- Kidde Fire Systems
 - Fenwall Protection Systems
 - Chemetron
- Nortek Security & Control
- Potter Electric Signal Company, LLC
- Marioff by UTC Building & Industrial Systems

Proposed Schedule of completion - On bid approval the schedule will be built to accommodate the city and facilities effected, the City Hall project be the starting point and the fire alarm system device change out and panel upgrade will take place on and during the first week with contingency time should there be any setbacks or unforeseen issues, followed by the completion of the Monitoring Set up at all facilities working down this list in chronological order, while completing one facility at a time to a 100% completion before moving on to the next facility, it is estimated that the Monitoring set up will be able to be completed at a rate of 2 facilities per day essentially completing this entire bid scope in roughly 2 weeks.

Clarifications and Items Included:

1. **City Hall – 8000 South Redwood Road – Fire Alarm System Panel Upgrade.** Not to be mistaken with Fire Alarm System Code Update. The following price is based on a one for one device or device replacement of known fire alarm devices. Price **includes** adding 3 additional monitor modules to tie in and monitor the new Server Room Clean Agent Fire Suppression System.

a. Provide UL Listed Silent Knight 5808 Fire Alarm Control Panel -----	\$859.00
b. Provide Replacement UL Listed addressable Silent Knight Peripheral devices.	
24 – Smoke Detectors -----	\$1,365.00
5 – Heat Detectors -----	\$274.00
23 – Pull Stations -----	\$1,796.00
9 – Monitor Modules -----	\$444.00
8 – Relay/Control Module -----	\$526.00
4 – Duct detectors -----	\$630.00
Equipment Total -----	\$5,894.00
c. Labor to replace existing equipment, program and function test, 80 labor hours -	\$7,840.00
Total -----	\$13,734.00

NOTE - Any additional equipment and or labor for troubleshooting unforeseen existing issues above and beyond the above state scope and counts will be documented and billed at a time and material rate. time and material labor rate is \$98.00 per hour per technician.

2. **City Hall – 8000 South Redwood Road – Fire Alarm Communicator.**

a. Provide UL Listed Telguard TG-7 Fire Alarm Cellular Communicator -----	\$375.00
b. Labor to install, setup and test Cellular Communicator -----	\$100.00
Total -----	\$475.00

- 3. **Fire Station #52** – 7959 South Redwood Road
 - a. Provide UL Listed DSC 3G3070-CF Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 4. **Justice Center** – 8030 South Redwood Road
 - a. Provide UL Listed DSC 3G3070-CF Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 5. **Senior Center** – 8025 South 2200 West
 - a. Provide UL Listed DSC 3G3070-CF Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total**----- **\$475.00**

- 6. **Parks Sexton Building** – 7800 South 1300 West
 - a. Provide UL Listed Telguard TG-7 Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 7. **Fire Station #53** – 7602 Jordan Landing Blvd.
 - a. Provide UL Listed Telguard TG-7 Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 8. **Public Works Building** – 8030 South 4000 West
 - a. Provide UL Listed DSC 3G3070-CF Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 9. **Fire Station #54** – 9351 Hawley Park Road
 - a. Provide UL Listed Telguard TG-7 Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

- 10. **Fire Station #55** – 7750 South 6400 West
 - a. Provide UL Listed DSC 3G3070-CF Fire Alarm Cellular Communicator ----- \$375.00
 - b. Labor to install, setup and test Cellular Communicator ----- \$100.00
 - Total** ----- **\$475.00**

Cellular Fire Alarm Monitoring rate - \$40.00 per month per location.
 Cellular Burglar Alarm Monitoring rate starts at \$30.00 per month per location.

Total Price ----- **\$ 17,534.00**

Clarifications and Items Excluded:

1. **Animal Shelter** – 5982 West New Bingham Highway
Elect not to propose on this site at this time dues to lack of required information, building prints and layout.
2. **Pioneer Hall** - 7800 South 1200 West
Elect not to propose on this site at this time dues to lack of required information, building prints and layout.
3. **Any Burglary systems** - motions, contacts, panic buttons, water bugs, and panels as requested in RFP.
Elect not to propose on this site at this time dues to lack of required information, building prints and layout

Delta Fire Systems' price will remain in effect for sixty (60) days, after which it may be subject to review and adjustment. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the subcontractor; the contract sum, time of performance, or contract requirements shall be equitably adjusted by a change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5 percent between the date of this proposal and the date of installation.

In recognition of the relative risks of this Project to the client and Delta Fire Systems, Inc., the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit liability of Delta Fire Systems, Inc. and Delta Fire Systems, Inc. consultants to the Client, to Contractors and any Subcontractors on the Project. This also applies to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Delta Fire Systems, Inc. or Delta Fire Systems, Inc. consultants to all of these named herein with respect to the work. Delta Fire Systems, Inc. shall not be responsible for more than \$10,000.00 or the contract amount. Should Client desire a different limitation of liability, it is available as an additional service as agreed in writing by Client and Delta Fire Systems, Inc.

Terms of payment are net thirty (30) days from date of invoice. Invoices may be rendered on a progress basis for work completed through the date of invoicing and purchaser agrees to pay such progress billing in full. Purchaser agrees that payment to seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due and payable within thirty (30) days after final billing invoice billing date. A service charge will be charged and added to the price on all payments past due and owed by the Purchaser under this proposal at a monthly rate of 1.5%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Purchaser shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.

If you have any questions or concerns regarding this proposal, please feel free to contact me at the number listed above.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Delta Fire Systems, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

_____	<i>Brent Barker</i>
<i>Title:</i>	<i>Title: Alarm Service Manager</i>
_____	_____
<i>Date:</i>	<i>Date: 10/20/2016</i>

References

- Brent Alder – West Jordan City - 801-569-5176*
- Lisa Henry – Mountain America Credit Union –Corporate Facilities 801-325-6204*
- Darrel Wilkins – Sysco Intermountain - Fleet and Facilities Director 801-563-6559*
- Tyler Argyle – Holly Frontier Oil Refinery - Assistant Fire Chief – 801-739-5342*
- Megan Deming – FCS Community Management – Property Manager 801-560-2907*



INSTALLATION AND MONITORING AGREEMENT

THIS INSTALLATION AND MONITORING AGREEMENT is made this ____ day of _____, 20____ by and between Delta Fire Systems Inc., hereinafter referred to as the Contractor and _____ hereinafter referred to as customer.

Systems and Service: Customer hereby requests Contractor (Delta Fire Systems Inc.) to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System Owned by Delta Fire Systems Inc. when specified in Schedule of Equipment) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this agreement for the changes specified below:

Monitoring Services		Rate
	Fire	
	Elevator	
	Burglar	
	Hold-Up / Panic	
	Alarm.com	
	Other:	
	Annual Fire Inspection	
	Total	

Central Station Account # _____ . (If multiple accounts itemized list shall be indicated on Record of Completion Page 8)

Alarm.com ID # _____

Payment for Installation/Connection: Customer agrees to pay Contractor agreed total amount listed below as Installation/Connection Fee upon completion of installation/connection.

Installation/Connection Fee: _____ One-time charge.

Payment for Monthly Services: Customer agrees to pay Contractor agreed total amount listed below as Monthly Service Charges which shall be billed and payable in advance (NET 30 days) under, one of the following options: Option #1 Quarterly, Option #2 Semi Annual, or Option #3 Annual. Customer shall pay in advance a prorated amount equal to the amount due until the next scheduled billing cycle. Customer further agrees that at any time following expiration of the first 12 months of this Agreement, Contractor shall have the right, at any time, to increase the monthly service charges based on any increased permits, taxes, licenses and / or monitoring fees which may be imposed upon the Contractor by any governmental agency, authority having jurisdiction and / or any third party monitoring agency.

Monthly Monitoring Service Charges: _____ **Monthly Equipment Lease:** _____

Selected Payment Option: #1 Quarterly #2 Semi Annual #3 Annual

Payment Method: Check Direct Debit Credit Card (See attached Payment Form)

Customer's Initials

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 60 months from the date the system is installed and becomes operative, or the date of execution of this agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the then current term of its intent to allow this Agreement to expire at the end of such term.

Delta Fire Systems Inc.

By: _____

Title: _____

(Customer)

By: _____

Title: _____

Address: _____

City St Zip

Administrative Use Only
Cornerstone Input by: _____
Cornerstone Account # _____
Account Origination Date: _____

ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer, that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's premises. **CONTRACTOR CAN GIVE NO ASSURANCE AND DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,** that the System or Services supplied will avert or prevent burglary, fire or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, injury or death due directly or indirectly, to occurrences, or their related consequences, that the System or Services are designed to detect: that if Contractor should be found liable for loss, damage, injury or death due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employee. No suit or action shall be brought against Contractor more than one year the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this agreement provides for a direct connection to a municipal police or fire department or other organizations, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

The parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS CONTRACTOR AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING THE LOSS OF USE RESULTING THEREFROM CAUSED**

Customer's Initials

IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION AT THE CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER. IT IS THE INTENTION OF THIS INDEMNITY AGREEMENT TO INDEMNIFY THE CONTRACTOR AND ALL AGENTS AND EMPLOYEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT. Customer is encouraged to make Contractor an additional insured on its policies.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 1 year from the date the System is placed into operation. If, during the 1 year period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse: (b) to defects resulting from Customer's failure to follow operating instruction's properly: (c) to problems due to electrical power or telephone service outage, If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

2.1 Extended Warranty. Whereas Delta Fire Systems Inc. retains ownership of equipment only where indicated above under the schedule of equipment, an extended warranty shall be applicable against materials and labor. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration misuse, tampering, or abuse: (b) to defects resulting from Customer's failure to follow operating instruction's properly: (c) to problems due to electrical power or telephone service outage, If Customer calls for service under this extended warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this extended warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, holidays excluded.

3. Entire Agreement. This Agreement, the attached Work Authorization and the attached Proposal of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise condition, inducement or warranty, expresses or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that he has read and understands this entire Agreement.

4. Miscellaneous Charges and Increases in Charges.

(a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Service provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, customer should pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring exclude telephone company line charges if required. Customer shall also pay any telephone company toll charges incurred in the operation of the System. *(N/A When Radio service is utilized)*.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or

if the installation must be performed by outside contractors because of Customer's requirement the installation charge is subject to adjustment.

(e) If government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such charges.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of system, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, system devices or services, the final contract price will be adjusted accordingly.

(g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, or the maximum lawful rate, whichever is less.

5. Further Obligations of Customer.

(a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power located according to Contractor's requirements, and 2 telephone lines of local company interconnection jacks, if required. *(N/A When Radio service is utilized)*.

(b) Customer, at its own expense, shall supply appropriate (1) uninterruptable telephone line and (1) interruptible line of equipment communication and interconnection jacks, if required. *(N/A When Radio service is utilized)*.

(c) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(d) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.

(e) Customer shall carefully and properly set the alarm System each night or at such times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the system. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(f) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligation under this Agreement.

(g) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control or Contractor, any repairs or replacement shall be paid for by Customer.

(h) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(i) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System or the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(j) For those Premises where Contractor is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-off's and steam exhaust outside the Premises to be protected.

(k) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

(l) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring is provided, Contractor, upon receipt of an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, on its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting

transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request the location of the trouble if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer and his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or its delayed performance. *(N/A When Radio service is utilized)*.

(d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.

(e) For those Premises with direct connection to the municipal police, fire department, or any other agency shown it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire department or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

7. Termination. (a) Contractor may terminate this agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement., including the failure to make any payment due (NET 30 days) as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendation made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical: and (iv) as provided in paragraph 8 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstance: (i) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; (ii) as provided on the front page relating to expiration: or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's Premises in order to deactivate any telephone line and/or radio transceiver signaling device.

8. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as Contractor received 30 days advance written notice of such assignment, and the assignment may be accepted or this Agreement may be terminated by Contractor in its sole discretion. No assignment by Contractor shall relieve Customer from any liability hereunder. This Agreement may be assigned by Contractor to any successor to Contractor's business, in which case Contractor shall be relieved of all liability hereunder. Notwithstanding any assignment of this Agreement by Contractor, the limitations of the Contractor's liability contained in paragraph 1 shall continue to apply to Contractor.

9. Receipt of Copy. Customer acknowledges receipt of a copy of this Agreement and that he has read and understands it.



DELTA
 Fire & Security Systems, Inc.
 Protecting What People Value Most

NEW ACCOUNT SET UP INFORMATION

REQUIRED START DATE _____

(To be filled out by site representative)

Site Name: _____ **Site Type:** Residential Commercial

Address: _____

City: _____

Zip Code: _____

Billing Entity: _____

Address: _____

City: _____

Zip Code: _____

(To be filled out by site representative)

Contact Info (in order of priority) (Please Indicate Phone Type, cell, work, home)

1) Name: _____ 4) Name: _____

1) Phone # _____ 4) Phone # _____

2) Name: _____ 5) Name: _____

2) Phone # _____ 5) Phone # _____

3) Name: _____ 6) Name: _____

3) Phone # _____ 6) Phone # _____

Site Phone # _____ Fire Department Jurisdiction: _____

Site Contact: _____ Customer's Call in Password: _____

AG Receiver _____ Phone# _____ (to be filled out by DFS)

Dispatch / Operator Phone # **1-855-277-0973** System Account # _____

(To be filled out by system installer)

Format Type : _____ Dialer Phone #1 _____

Format Type : _____ Dialer Phone #2 _____

Use Type: Fire Extinguishing Security Bldg Controls locations: _____

Communicator Make: _____ Model: _____

 Customer's Initials

Central Station: Avantgaurd Alarm.com Other _____

Zone Type / Description

Zone:

- | | |
|-----------|-----------|
| 1) _____ | 11) _____ |
| 2) _____ | 12) _____ |
| 3) _____ | 13) _____ |
| 4) _____ | 14) _____ |
| 5) _____ | 15) _____ |
| 6) _____ | 16) _____ |
| 7) _____ | 17) _____ |
| 8) _____ | 18) _____ |
| 9) _____ | 19) _____ |
| 10) _____ | 20) _____ |

Acceptance Test / Record of Completion / Equipment Schedule

ACCOUNT INFORMATION

IN SERVICE DATE _____

Site Name: _____

Address: _____

City: _____

Zip Code: _____

Customer acknowledges that the Services have been connected and placed in service on the date listed above, and Delta Fire Systems Inc. has provided the necessary training on placing the system in and out of test mode with the monitoring central station. Customer further agrees that the installation and connection of the monitoring services are completed and authorizes Delta Fire Systems Inc. to submit invoices for any related Installation/Connection fees, & on-going Monitoring Service charges:

Customer Acceptance: _____ **Dated:** _____

DFS Technician: _____ **Dated:** _____

REPORTING CODES:

- | | | | |
|---------------|--------------------|---|--|
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |
| POINT # _____ | DESCRIPTION: _____ | SIGNAL RECEIVED: <input type="checkbox"/> Yes | RESTORED: <input type="checkbox"/> Yes |

Customer's Initials

POINT # _____ DESCRIPTION: _____ SIGNAL RECEIVED: Yes RESTORED: Yes

POINT # _____ DESCRIPTION: _____ SIGNAL RECEIVED: Yes RESTORED: Yes

If expanded reporting format is utilized find additional Reporting Codes on attached (Exhibit A)

EQUIPMENT SCHEDULE:

- Radio / Transceiver Model # _____ DFS Owned Yes Customer Owned Yes
- Conventional Dialer Model # _____ DFS Owned Yes Customer Owned Yes
- Universal Communicator Model # _____ DFS Owned Yes Customer Owned Yes
- I.P. Communicator Model # _____ DFS Owned Yes Customer Owned Yes
- Other / Communicator Model # _____ DFS Owned Yes Customer Owned Yes

ACCOUNT NUMBER SCHEDULE:

TOTAL # OF BUILDINGS: _____

1. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

2. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

3. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

4. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

5. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

6. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

7. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

8. Account # _____ Building # _____ Address: _____ City: _____

State: _____ Zip: _____ County: _____ P.O.C: _____ Phone: _____

Customer's Initials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: minneapolis.certrequest@marsh.com; f: 212-948-5382 022038-API-GAWXE-15-16	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
INSURER B : Insurance Company State Of Pennsylvania		19429
INSURER C : Steadfast Insurance Company		26387
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-006506076-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL. CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GL3 372318	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 3194430	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$0			026275172	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC 14268032 (AOS) WC 14268033 (WI,MA,WA,WY,ND,OH) WC 14268034 (CA) See attached for WC continued	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional (E&O)(CM)/ <input type="checkbox"/> Cont.Pollution(Occ.)/Mold (CM)			EOC 5819306-02	12/31/2015	12/31/2016	SIR: 500,000 Per Claim/Agg Comb. Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Projects

The Umbrella Liability Policy applies as excess to the General Liability, Auto Liability and Employer's Liability.

CERTIFICATE HOLDER

Delta Fire Systems, Inc.
 1507 S Pioneer Rd
 Salt Lake City, UT 84101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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AGENCY CUSTOMER ID: 022038

LOC #: Minneapolis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Delta Fire Systems, Inc. 1507 South Pioneer Road Salt Lake City, UT 84104	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: Insurance Co. State of Penn
Policy Number: WC 14268035 (FL)
Effective Dates: 12/31/2015 - 12/31/2016
Limits: See Previous Workers Comp. Limits

Carrier: Insurance Co. State of Penn
Policy Number: WC 14268036 (NJ, PA)
Effective Dates: 12/31/2015 - 12/31/2016
Limits: See Previous Workers Comp. Limits

Carrier: Insurance Co. State of Penn
Policy Number: WC 14268037 (AZ, VA)
Effective Dates: 12/31/2015 - 12/31/2016
Limits: See Previous Workers Comp. Limits

Carrier: Insurance Co. State of Penn
Policy Number: WC 14268038 (IL, KY, NH, UT, VT)
Effective Dates: 12/31/2015 - 12/31/2016
Limits: See Previous Workers Comp. Limits