Amendment No. 18
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

2.0 Effective August 30, 2019, the term for the holdover will be December 05, 2019 to April 02, 2020.

3.0 The total contract amount is increased by $0.00 for the extension option period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 - Extension 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 - Extension 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00
Amendment No. 12: Adding Watershed and Library locations 09/07/2018	$0.00	$7,000,000.00

Amendment No. 13: Option 3 - Extension 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00
Amendment No. 14: Add fire alarm and test inspections to two locations. a. EMS Demand #04 (EMS) b. Austin Nature and Science Center (PARD) Note: Corrected description previously show in Amendment 12 11/21/2018	$0.00	$8,400,000.00
Amendment No. 15: Add burglar alarm at two locations. Add burglar alarm and fire alarm monitoring at one location 01/04/2019	$0.00	$8,400,000.00
Amendment No. 16: Add services and locations shown in Line 1.0 03/12/2019	$0.00	$8,400,000.00
Amendment No. 17: Add services and locations shown in Line 1.0 04/15/2019	$0.00	$8,400,000.00
Amendment No. 18: 120 Day Holdover 12/05/2019 – 04/02/2020	$0.00	$8,400,000.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Joe Hixon 9-3-19

Printed Name: JOE HIXON
Authorized Representative

TYCO Fire and Security (US) Management, Inc.,
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: 9-6-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 17
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby amends the above-referenced contract to add the services as indicated below:

Service Type	Location Description	Address
Fire Alarm & Burglar Alarm Suppressions, Inspections & Monitoring	Public Works Transportation	6301 Harold Court, Site C Bldg A, Austin TX 78721

2.0 The total Contract amount is increased by $0. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 - Extension 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 - Extension 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00
Amendment No. 12: Adding Watershed and Library locations 09/07/2018	$0.00	$7,000,000.00
Amendment No. 13: Option 3 - Extension 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00
Amendment No. 14: Add fire alarm and test inspections to two locations. a. EMS Demand #04 (EMS)	$0.00	$8,400,000.00

b. Austin Nature and Science Center (PARD) Note: Corrected description previously show in Amendment 12 11/21/2018		
Amendment No. 15: Add burglar alarm at two locations. Add burglar alarm and fire alarm monitoring at one location 01/04/2019	$0.00	$8,400,000.00
Amendment No. 16: Add services and locations shown in Line 1.0 03/12/2019	$0.00	$8,400,000.00
Amendment No. 17: Add services and locations shown in Line 1.0 04/15/2019	$0.00	$8,400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 5/15/19

Printed Name: REUEL E. SUAZO
Authorized Representative AREA SERVICE MANAGER

TYCO Fire and Security (US) Management, Inc.,
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: Linell Goodin-Brown 5-16-19

Linell Goodin-Brown, B.A.
Contract Management Supervisor II

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 16
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby amends the above-referenced contract to add the services as indicated below:

Service Type	Location Description	Address
Fire Alarm & Burglar Alarm Suppressions, Inspections & Monitoring	Cargo Building	9301 Cargo Avenue, Austin, TX 78719
Fire Alarm & Burglar Alarm Suppressions, Inspections & Monitoring	Cargo Building	9401 Cargo Avenue, Austin, TX 78719
Fire Alarm & Burglar Alarm Suppressions, Inspections & Monitoring	Cargo Building	9501 Cargo Avenue, Austin, TX 78719

2.0 The total Contract amount is increased by $1,400,000.00 by this extension period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 - Extension 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 - Extension 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00

Amendment No. 12: Adding Watershed and Library locations 09/07/2018	$0.00	$7,000,000.00
Amendment No. 13: Option 3 - Extension 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00
Amendment No. 14: Add fire alarm and test inspections to two locations. a. EMS Demand #04 (EMS) b. Austin Nature and Science Center (PARD) Note: Corrected description previously show in Amendment 12 11/21/2018	$0.00	$8,400,000.00
Amendment No. 15: Add burglar alarm at two locations. Add burglar alarm and fire alarm monitoring at one location 01/04/2019	$0.00	$8,400,000.00
Amendment No. 16: Add services and locations shown in Line 1.0 03/12/2019	$0.00	$8,400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 3/19/19

Printed Name: REUEL E. SIKZO
Authorized Representative
AREA SERVICE MANAGER

TYCO Fire and Security (US) Management, Inc.,
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: 3-20-19

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 15
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc., Alias Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby amends the above referenced contract to add services as indicated below:

Service Type	Location Description	Account Number	Address
Burlgar Alarm Monitoring	Cargo Building	01300 107532873	9401 Cargo Avenue
Burglar Alarm and Fire Alarm Monitoring	Cargo Building	01300 107532872	9401 Cargo Avenue #100
Burglar Alarm Monitoring	Cargo Building	01300 107532874	9501 Cargo Avenue

2.0 The total Contract amount is increased by $0. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00
Amendment No. 12: Adding Watershed and Library locations 09/07/2018	$0.00	$7,000,000.00
Amendment No. 13: Option 3 – Extension 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00

Amendment No. 14: Add fire alarm and test inspections to two locations. a. EMS Demand #04 (EMS) b. Austin Nature and Science Center (PARD) Note: Corrected description previously show in Amendment12 11/21/2018	$0.00	$8,400,000.00
Amendment No. 15: Add burglar alarm at two locations. Add burglar alarm and fire alarm monitoring at one location.	$0.00	$8,400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 12/28/18

Printed Name: REUEL E. SANTO

Authorized Representative AREA SERVICE MANAGER

TYCO Fire and Security (US) Management, Inc.,
Dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: 1-4-19

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 14
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby amends the above-reference Contract to make the following changes:

1.1 Add fire alarm and test inspections at EMS Demand #04.
1.2 Add fire alarm and text inspections to Austin Nature & Science Center.

Location Description	Address	Department
EMS Demand #04	340 Andtree, Austin, TX 78724	EMS
Austin Nature & Science Center	2389 Stratford Dr, Austin, TX 78746	PARD

2.0 The total Contract amount is increased by $1,400,000.00 by this extension period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 - Extension 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 - Extension 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00

Amendment No. 12: Adding Watershed and Library locations 09/07/2018	$0.00	$7,000,000.00
Amendment No. 13: Option 3 - Extension 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00
Amendment No. 14: Add fire alarm and test inspections to two locations. a. EMS Demand #04 (EMS) b. Austin Nature and Science Center (PARD) Note: Corrected description previously show in Amendment 12 11/21/2018	$0.00	$8,400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 11/26/18

Printed Name: REMEL E. SUAZO
Authorized Representative AREA SERVICE MANAGER

TYCO Fire and Security (US) Management, Inc.,
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: Cyrenthia Ellis 11/28/18

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Johnson Controls

Johnson Controls
1608 Royston Lane
Round Rock, TX 78664
512-634-1800

Kathy Maddox

Date: November 16, 2018

City of Austin

301 Nature Center Dr

Austin, TX 78746

Re: Austin Nature & Science Center- City of Austin/Parks & Recreation

Attached herein is your quote for basic test and inspection services at the above referenced location. All service/work will be performed according to City of Austin contract NA140000036. Contract term is December 1, 2018 through November 30, 2019 (12 months).

Pricing Breakdown:

Fire Alarm: (Annual Inspection) $367.50

Total Annual Amount: $367.50

Please sign below to indicate your approval:

Kathy Maddox Digitally signed by Kathy Maddox Date: 2018.11.19 12:29:05 -06'00'

Customer Signature Date DO#

Heather Foster

Customer Care Representative
Johnson Controls, Inc.
Cell 512-839-4633
512-634-1829 Direct

Contractor: Johnson Controls Fire Protection		SimplexGrinnell/City of Austin Pricing Schedule	
Sales Representative:	Heather Foster	**Fire Alarm Services :**	NA140000036
Street:	1608 Royston Ln		**Fire Alarm Services**
City:	Round Rock		
State:	TX		
Phone #:	512-839-4633		
End-User Facility Name	**City of Austin PARD - Small Wonders**		
Address			
Zip Code		Enter quantity of each of desired line items below the rose colored boxes Total Price will automatically be calculated at bottom of sheet.	**Full Service Pricing** **Includes Annual Inspection**

Fire Alarm Services	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**		**Annual Full Maint.**	**Qty**	**Total Annual Full Maint.**
Control Equipment							
Fire Alarm Panel Inspection	$149.63	0	$ -		$564.82		$0.00
Simplex 4020 (Fire Alarm Panel) Under 127 Points Mapnet Under 250 Idnet	$149.63		$ -		$659.74		$0.00
Simplex 4120 (Fire Alarm Panel) Over 127 Points Mapnet	$149.63		$ -		$869.18		$0.00
Simplex 4100U (Fire Alarm Panel) Over 508 Points Mapnet	$149.63		$ -		$1,288.06		$0.00
Simplex 2120 (Fire Alarm Panel)	$149.63		$ -		$869.18		$0.00
Simplex 4100 (Fire Alarm Panel)	$149.63		$ -		$1,288.06		$0.00
Simplex 4120 Multiplex (Fire Alarm Panel)	$149.63		$ -		$869.18		$0.00
Simplex 4008	$149.63		$ -		$548.62		$0.00
Non-Simplex Fire Alarm Control Panel (Addressable)	$149.63	1	$ 149.63		$1,288.06		$0.00
Additional Panel (each)	$74.81		$ -	For Full Service, must insert panel quantities in lines 13-21	Test Only, See Line 106		
Control Panel Special Systems (ie preaction, CO2, Halon alternative, etc)	$149.63		$ -		$539.78		$0.00
Control Panel Central Transmitter	Included				Test Only,		
Central Station Receiver	Included				Test Only, See Line 106		
Annunciator LED type	$35.00	2	$ 70.00		$152.11		$0.00
NAC Power Extender (Includes Battery Testing)	$49.88		$ -		$249.14		$0.00
Battery testing -gel cell	Included				Test Only, See Line 106		
Battery testing - Ni-Cad	Included				Test Only, See Line 106		

Fire Alarm Services	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report		Annual Full Maint.	Qty	Total Annual Full Maint.
D.A.C.T.	$20.00		$ -		$70.09		$0.00
Emergency voice/alarm communications equipment							
Emergency Telephone	$2.99		$ -		Test Only, See Line 106		
Phone Jacks	$2.99	0	$ -		Test Only, See Line 106		
Call-in signal; off-hook indicator	Included				Test Only, See Line 106		
Amplifier & tone generators	Included				Test Only, See Line 106		
Initiating Devices							
Duct detector Functional Test Only	$34.91		$ -		$113.05		$0.00
Duct detector , Inspection, Cleaning, Sensitivity	$35.00		$ -		Test Only, See Line 106		
Subfloor Detector (Test and Inspect)	$15.00		$ -		Test Only, See Line 106		
Subfloor Detector (Test, Clean and Sensitivity)	$27.00		$ -				
Heat detector: restorable	$9.98		$ -		$36.49		$0.00
Heat detector: non-restorable	$9.98		$ -		$36.49		$0.00
Smoke Detector Test & Inspect	$9.98	6	$ 59.88		$26.79		$0.00
Smoke detector: photoelectric	$12.38	0	$ -		Test Only See Line 104		
Smoke detector: beam detection	$12.97		$ -	For Inspections and Repairs of this device, Lift pricing will be priced separately depending on the device location	$144.30		$0.00
Smoke Detector Sensitivity Testing	$19.95		$ -		$66.56		$0.00
Smoke Detector Sensitivity Report from Panel	$125.00		$ -		Test Only, See Line 106		
Above ceiling grid smoke detector Inspection	$21.00		$ -		$63.84		$0.00
Smoke detector: laser	$40.00		$ -		Test Only, See Line 106		
Fire Alarm Services	**Initial Test, Inspect, & Report**	**Qty**	**Total Initial Test, Inspect, & Report**		**Annual Full Maint.**	**Qty**	**Total Annual Full Maint.**

Master Box	$26.00		$ -		$168.61		$0.00
Fire Alarm Box (Manual Pull Station)	$2.99	1	$ 2.99		$14.75		$0.00
Flame Detector	$40.00		$ -		$289.09		$0.00
Elevator Shunt Trip Test/Per Bank	$19.95		$ -		Test Only, See Line 106		
Vesda Early Detection Device	$42.00		$ -		$245.36		$0.00
Supervisory Devices							
Fire Supervisory Signal, Emergency Generator	$4.00		$ -		Test Only, See Line 106		
Fire Supervisory Signal, Air Pressure	$5.99		$ -		$23.76		$0.00
Sprinkler Water Flow Switch Electrical	$6.50		$ -		$25.53		$0.00
Sprinkler Tamper Switch Electrical only	$6.50		$ -		$23.76		$0.00
Fire Supervisory Signal, Fire Pump	$4.00		$ -		Test Only, See Line 106		
Water tank; low level	$2.99		$ -		Test Only, See Line 106		
Water tank; high level	$2.99		$ -		Test Only, See Line 106		
Water tank; temperature	$2.99		$ -		Test Only, See Line 106		
Lift Rental per inspection / Service Call (If	$315.00		$ -		$315.00		$0.00
Door closer/Holder	$3.99	0	$ -		$88.86		$0.00
Smoke Dampers	$68.58		$ -		Test Only, See Line 106		
Overhead fire doors	$106.00		$ -		Test Only, See Line 106		

Fire Alarm Services	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report								Annual Full Maint.	Qty	Total Annual Full Maint.
Alarm Notification Appliances													
Fire Alarm, Bell	$2.99		$ -								$15.04		$0.00
Speakers	$2.99		$ -								$15.04		$0.00
Fire Alarm Audio Visual Device (A/V)	$2.99	0	$ -								$18.39		$0.00
Horns	$2.99		$ -								$15.04		$0.00
Monitoring													
UL Central Station Monitoring (Fire)	$289.28		$ -										
Single Bldg Burglar alarm	$289.28		$ -										
Combo Fire & Security Monitoring - Single Bldg	$433.92		$ -										
Special Conditions(per initiating device) Monitoring of other alarm types such as temperature, nurse call)	$63.00		$ -										
SG Fire Alarm Monitoring Programming	$289.28		$ -										
Elevator Monitoring (per unit)	$289.28		$ -										

Other Fire Alarm Services	Initial Test, Inspect, & Report	Qty	Total Initial Test, Inspect, & Report							Annual Full Maint.	Qty	Total Annual Full Maint.
Non Line Items (list below)												
Test Door contacts (1 hr)	$85.00	1	$ 85.00									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									
	$0.00		$ -									

If a Reduction is needed type it in here>

Initial Test & Inspect. Sub Total:	$	367.50
Difficulty Factor		1.00
Spot Reduction		
Sub Total	$	367.50
Total Initial Test & Inspect	$	367.50

Annual Full Maint. Sub Total:	$	-
Difficulty Factor		1.00
Spot Reduction		
Sub Total	$	-
Total	$	-

Zip Code		**Normal Business Hours Order Total**
End-User Facility Name	City of Austin PARD -	
Address		**$ 367.50**

Normal Business Hours are Monday - Friday 7:00 am to 4:30 pm, excluding holidays

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

Zip Code		**After Normal Business Hours Order Total**
End-User Facility Name	City of Austin PARD - Small Wonders	
Address		**$ 551.25**

Use only if inspections are required to be performed outside normal business hours

By signing, customer acknowledges and agrees to the additional terms and conditions below. SimplexGrinnell is not obligated to perform services until signature is obtained.

Customer Signature: _____

Title: _____ **Date:** _____

The below Negotiated hourly charges are for Repairs and Unscheduled Services Labor only.

Fire Alarm Technician (Software based)

Rates - NICET Level II Technician (Addressable System)	**Per Hour**
Repair Services during normal hours per hour	$85.00
Repair services outside normal hours per hour (Before 6:00 am and After 5:00 pm Monday Through Friday)	$127.00
Repair services Weekends and Holidays	$127.00

Amendment No. 13
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
TYCO Fire and Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby exercises this extension option for the subect contract. This extension option will be from December 5, 2018 through December 4, 2019. No options will remain.

2.0 The total Contract amount is increased by $1,400,000.00 by this extension period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor Name Change 6/28/2018	$0.00	$7,000,000.00
Amendment No. 12: Add Fire Alarm Test and Inspections Services for EMS Demand #04	$0.00	$7,000,000.00
Amendment No. 13: Option 3 12/05/2018 – 12/04/2019	$1,400,000.00	$8,400,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 11/1/18

Printed Name: RAUL E. SUAZO
Authorized Representative AREA SERVICE MANAGER

TYCO Fire and Security (US) Management, Inc.,
dba Johnson Controls Fire Protection, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
heather.foster@jci.com

Sign/Date: Cyrenthia Ellis 11/5/18

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 12
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
and the
City of Austin

1.0 The City hereby amends the above referenced contract to make the following changes:

1.1 Add service to Watershed Protection and Library locations as-needed.

Location Description	Address	Department
Waller Creek Inlet Facility	500 E. 12 Street	Watershed Protection
Central Public Library	710 W Cesar Chavez Street	Library

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00
Amendment No. 11: Vendor information change to: Tyco Fire & Security (US) Management, Inc. dba Johnson Controls Fire Protection LP	$0.00	$7,000,000.00
Amendment No. 12: Adding Watershed and Library locations to the contract.	$0.00	$7,000,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 9/7/18

Printed Name: RENEL E. SUAZO
Authorized Representative AREA SERVICE MGR

Tyco Fire & Security (US) Management, Inc.
dba Johnson Controls Fire Protection LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 839-4633

Sign/Date: 9/7/18

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No.10
to
Contract No: NA140000036
for
FIRE ALARM/SUPPRESSION/MONITORING SERVICES
Between
SIMPLEX GRINNELL L P
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	SIMPLEX GRINNELL L P ALIAS: SIMPLEXGRINNELL	TYCO FIRE & SECURITY (US) MANAGEMENT, INC. ALIAS: JOHNSON CONTROLS FIRE PROTECTION LP
Vendor Code	SIM8304509	V00000909510
FEIN	[redacted]	[redacted]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No.10 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

6-28-18
Date

jb

Amendment No. 10
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP
and the
City of Austin

1.0 The City hereby amends the above referenced contract to make the following changes:

1.1 Add fire system inspections at Health South.

Location Description	Address	Annual Fire Monitoring
Health South	1215 Red River Street	$3,901.05

2.0 The total Contract amount is increased by $0. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00
Amendment No. 10: Add Fire Alarm Inspection Services to Health South (BSD location) 04/12/2018	$0.00	$7,000,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 4-17-18

Printed Name:
Authorized Representative

Simplex Grinnell, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
Mlynch@simplexgrinnell.com

Sign/Date: Cyrenthia Ellis 4/29/2018

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 9
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP
and the
City of Austin

1.0 The City of Austin hereby exercises this extension option for the subject contract. This extension option will be December 5, 2017 through December 4, 2018. One option will remain.

2.0 The total contract amount is increased by $1,400,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$7,000,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$7,000,000.00
Amendment No. 9: Option 2 12/05/2017 – 12/04/2018	$1,400,000.00	$7,000,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 10/10/2017

Printed Name: Annette Thompson
Authorized Representative

Simplex Grinnell, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
Mlynch@simplexgrinnell.com

Sign/Date: Linell Goodin-Brown 11/16/2017

Linell Goodin-Brown
Contract Management Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Amendment No. 8
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced to make the following changes:

1.1 Add fire monitoring services at the African American Cultural & Heritage Facility:

Location Description	Address	Annual Fire Monitoring
African American Cultural & Heritage Facility	912 E. 11th St.	$289.28

2.0 The total Contract amount is increased by $0. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added location 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Revised and combined parallel and amendments for clarification and documentation. 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero 12/16/2016	$0.00	$5,600,000.00
Amendment No. 8: Add fire monitoring services to AACHF 12/28/2016	$0.00	$5,600,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

SIMPLEX GRINNELL, LP	CITY OF AUSTIN
Signature	Signature
Mike Grant	DANIELLE LORD
Printed Name of Authorized Person	Printed Name of Authorized Person
Operation Manager	CORPORATE PURCHASING MANAGER
Title	Title
1-4-17	1/4/17
Date	Date

Amendment No. 7
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP
and the
City of Austin

1.0 The City of Austin hereby amends the referenced contract to add fire monitoring services and security monitoring services at Conley Guerrero Senior Activity Center:

Location Description	Address	One-time Charge	Annual Security Monitoring
Conley Guerrero Senior Activity Center	808 Nile Street	$289.28	$289.28

Location Description	Address	One-time Charge	Annual Fire Monitoring
Conley Guerrero Senior Activity Center	808 Nile Street	$289.28	$289.28

2.0 The total Contract amount is increased by $0. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00 $0.00 $1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00
Amendment No. 7: Add fire monitoring services and security monitoring services at Conley Guerrero	$0.00	$5,600,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

SIMPLEX GRINNELL, LP	CITY OF AUSTIN
Signature	Signature
MICHAEL BRANT	C. Danielle Lord
Printed Name of Authorized Person	Printed Name of Authorized Person
AREA GENERAL MGR	Corp. Purchasing Manager
Title	Title
12/16/16	12/19/16
Date	Date

Amendment No. 6
to
Contract No. NA140000036
for
Maintenance and Repair for Fire Alarm,
Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP
and the
City of Austin

1.0 The City of Austin issues this amendment as a "correction". It combines parallel amendments, each with different information that has been agreed upon between the vendor and the City. The correct amendment oirder and the total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added Location List 09/02/2014	$0.00	$4,200,000.00
Amendment No. 2: Added Austin Resource Recovery 09/14/2014	$0.00	$4,200,000.00
Amendment No. 3: Added Austin Energy System Control Center 12/19/2014	$0.00	$4,200,000.00
Amendment No. 4: Added PARD location 01/05/2015	$0.00	$4,200,000.00
Amendment No. 5: Option 1 12/05/2016 – 12/04/2017 Added two locations to BSD (See 2.0) 12/02/2016	$1,400,000.00 $0.00 $1,400,000.00	$5,600,000.00
Amendment No. 6: Correction: Parallel amendments combined. Unsigned amendment excluded. Previous amendments revised for clarification 12/05/2016	$0.00	$5,600,000.00

2.0 MBE/WBE goals do not apply to this contract.

3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 12/7/16

Printed Name: MICHAEL BRANT
Authorized Representative AGM

Simplex Grinnell, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800
Mlynch@simplexgrinnell.com

Sign/Date: Linell Goodin-Brown 12-8-16

Linell Goodin-Brown
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. ~~3~~ 5
to
Contract No. NA14C000036
for
Fire Alarm/Suppression/Monitoring Services
between
Simplex Grinnell, LP
and the
City of Austin

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 5, 2016 through December 4, 2017. Two options will remain.

2.0 The City hereby amends the referenced contract to add new locations to Group A (Building Services Department). The location information is a follows:

Location Description	Address	One-Time Charge	Annual Security Monitoring
Authur B. DeWitty Center	2209 Rosewood Ave. Austin, TX 78702	$340.00	$289.28
Parking Enforcement/Constr. Insp.	1111 Rio Grande St. Austin, TX 78701	$340.00	$289.28

3.0 The total contract amount is increased by $1,400,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/05/2013 – 12/04/2016	$4,200,000.00	$4,200,000.00
Amendment No. 1: Added PARD location 12/05/2013 – 12/04/2016	$0.00	$4,200,000.00
Amendment No. 2: Remove location 12/05/2013 – 12/04/2016	$0.00	$4,200,000.00
Amendment No. ~~2~~ Option 1 12/05/2016 – 12/04/2017	$1,400,000.00	
Added two locations to BSD (See 2.0) 11/03/2016	$0.00	
	$1,400,000.00	$5,600,000.00

Amd. 5 Opt 1

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 12/1/16

Printed Name: MICHAEL BRANT
Authorized Representative
AGM

Simplex Grinnell, LP
1608 Royston Lane, Bldg. 1
Round Rock, Texas 78664
(512) 634-1800

Sign/Date: Linell Goodin-Brown 12-2-16

Linell Goodin-Brown
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. ~~X~~ 4
to
Contract No. NA140000036
for
Fire Alarm/Suppression/Monitoring Services
Between
Simplex Grinnell
and the
City of Austin, Texas

1.0 The City hereby amends the referenced contract to add a new location to Group C (Parks and Recreation Department) per quotation dated 8/5/14 (attached). The location information is as follows:

1.1 Location Description	Address	One time charge	Annual Security Monitoring
Zilker Park Hillside Theatre	2206 William Barton Dr. Austin, TX 78704	$4,789.70	$269.00

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: December 5, 2013 – December 4, 2016	$4,420,000.00	$4,420,000.00
Amd. 4 Amendment No. ~~X~~ Added PARD location 12/5/2013 – 12/4/2016	$0.00	$4,420,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: 8/14/14

Printed Name: JOHN R. CRIDER
Authorized Representative

Simplex Grinnell
1608 Royston Ln, Bldg. 1
Round Rock, TX 78664

Signature & Date: 1/5/15
Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office

Amendment No. 3
of
Contract No.NA140000036
for
Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP.
and the
City of Austin

1.0 The City hereby authorizes the addition of the location listed below to the above referenced contract.

Austin Energy System Control Center (SCC)
2500 Montopolis Drive
Austin, TX 78741
Project Manger: Renee Codina
All service request for SCC will be siiued by Renee Codina or Melody Connell.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/05/2013-12/04/2016	$4,420,000.00	$4,420,000.00
Amendment No. 1: Added Locations List	$0.00	$4,420,000.00
Amendment No. 2: Add Austin Resource Recovery	$0.00	$4,420,000.00
Amendment No. 3: Added Austin Energy System Control Center	$0.00	$4,420,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ron Brooks 12/19/14

Printed Name: Ron Brooks
Authorized Representative
Simplex Grinnell

Sign/Date: S Cloom 12/19/14

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

Sign/Date: Teresa Reddy 12/22/14
Teresa Reddy
Corporate Purchasing Manager
City of Austin
Purchasing Office

Amendment No. 2
of
Contract No.NA140000036

for
Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Alarm Monitoring
between
Simplex Grinnell, LP.
and the
City of Austin

1.0 The City hereby amends the current contract to include Austin Resource Recovery.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 12/05/2013-12/04/2016	$4,420,000.00	$4,420,000.00
Amendment No. 1: Added Locations List	$0.00	$4,420,000.00
Amendment No. 2: Add Austin Resource Recovery	$0.00	$4,420,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Ron Brooks

Printed Name: Ron Brooks
Authorized Representative
Simplex Grinnell

Sign/Date: Paige McDonald

Paige McDonald
Senior Buyer
City of Austin
Purchasing Office

Sign/Date: Danielle Lord

Danielle Lord
Corporate Purchasing Manager
City of Austin
Purchasing Office

Amendment No. 1
to
Contract No. NA140000036
for
Fire Alarm/Suppression/Monitoring Services
Between
Simplex Grinnell
and the
City of Austin, Texas

1.0 The City hereby amends the referenced contract to add a new location to Group C (Parks and Recreation Department) per quotation dated 8/5/14 (attached). The location information is as follows:

1.1 Location Description	Address	One time charge	Annual Security Monitoring
Zilker Park Hillside Theatre	2206 William Barton Dr. Austin, TX 78704	$4,789.70	$269.00

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: December 5, 2013 – December 4, 2016	$4,420,000.00	$4,420,000.00
Amendment No. 1: Added PARD location 12/5/2013 – 12/4/2016	$0.00	$4,420,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: John R. Crider 8/14/14

Printed Name: JOHN R. CRIDER
Authorized Representative

Simplex Grinnell
1608 Royston Ln, Bldg. 1
Round Rock, TX 78664

Signature & Date: 1/5/15
Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office

tyco

Fire &
Security

SimplexGrinnell

John Crider
Electronic Systems Sales
SimplexGrinnell, LP
1608 Royston Lane
Building One
Round Rock, Texas 78664
(512) 634-1822Phone
(512) 634-1819 Fax
(800) 223-4261 Toll Free

QTY	PRODUCT CODE	DESCRIPTION	LOCATION
1	STI-7511A / Anixter	Weatherproof Enclosure	
100	741802PL-L	Stock Wire	
1	AS-SSX52SB	SIREN AND STROBE COMBO - BLUE; AMSECO/POTTER	
1	Labor Adjustments	Training	
100	454650AWH	22/4c, STR, Unshielded, CMP/FPLP, Plenum, White, 1000' Box	

Provides your business with ownership of the electronic security equipment upon purchase.

Installation Investment Package:	**$ 4,449.75**
Annual Security Monitoring:	**$ 269.00**
One time Programming:	**$ 340.00**
	$ 5,058.75

Term is coterminous with the existing Master Agreement: **NA140000036**

Regards,

John R. Crider JOHN CRIDER 8/5/14

John Crider
Simplexgrinnell, LP

Date

Buyer
City of Austin

Date

Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

December 5, 2013

Simplex Grinnell, LP.
1608 Royston Ln. Bldg.1
Round Rock, TX 78664
Attn: Curtis Crail

Dear Mr. Crail:

The City of Austin has approved the award and execution of a contract with your company for Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Monitoring Services.

Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Aviation Department Mike Robinson Mike.robinson@austintexas.gov 512-530-7504
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Parks and Recreation Department Michelle Walker Michelle.walker@austintexas.gov 512-974-6709
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Library Department Manuel Huerta Manuel.huerta@austintexas.gov 512-974-7334
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Building Services Department Roger Stricklin Roger.stricklin@austintexas.gov 512-974-1727
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Austin Water Utility Darrell Richmond Darrell.richmond@austintexas.gov 512-972-0313
Project Name:	Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Alarm Monitoring
Contractor Name:	Simplex Grinnell, LP.
Contract Number:	NA140000036
Contract Amount:	$4,420,000/36-month
Contract Period:	12/05/2013 – 12/04/2016
Extension Options:	3 12-months/ $ 1,400,000 each option
Requisition Number:	7500
Solicitation Number:	~~PAX0047~~ PAX0108
Agenda Item Number:	61
Council Approval Date:	09/26/2013

Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

December 5, 2013

Simplex Grinnell, LP.
1608 Royston Ln. Bldg.1
Round Rock, TX 78664
Attn: Curtis Crail

Dear Mr. Crail:

The City of Austin has approved the award and execution of a contract with your company for Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Monitoring Services.

Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Aviation Department Mike Robinson Mike.robinson@austintexas.gov 512-530-7504
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Parks and Recreation Department Michelle Walker Michelle.walker@austintexas.gov 512-974-6709
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Library Department Manuel Huerta Manuel.huerta@austintexas.gov 512-974-7334
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Building Services Department Roger Stricklin Roger.stricklin@austintexas.gov 512-974-1727
Responsible Department: Department Contact Person: Department Contact Email: Department Contact Telephone:	Austin Water Utility Darrell Richmond Darrell.richmond@austintexas.gov 512-972-0313
Project Name:	Maintenance and Repair for Fire Alarm, Fire Suppression Systems, and Fire Alarm Monitoring
Contractor Name:	Simplex Grinnell, LP.
Contract Number:	NA140000036
Contract Amount:	$4,420,000/36-month
Contract Period:	12/05/2013 – 12/04/2016
Extension Options:	3 12-months/ $ 1,400,000 each option
Requisition Number:	7500
Solicitation Number:	PAX0047
Agenda Item Number:	61
Council Approval Date:	09/26/2013

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,
Purchasing Office

Contract between the City of Austin ("City")
and
SimplexGrinnell LP ("Contractor")
For
Fire Alarm/Suppression/Monitoring

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between SimplexGrinnell LP, a business unit of Tyco International, having offices at 1501 Yamato Road, Boca Raton, FL 33486 and the City, a home-rule municipality incorporated by the State of Texas, and is effective November 1, 2013.

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number PAX0108.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, #PAX0108, including all documents incorporated by reference

1.1.3 Contractor's Offer, dated June 25, 2013, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 **Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $4,200,000 during the initial term of the Contract and a not to exceed amount of $1,400,000 per renewal option for a total not to exceed Contract amount of $8,400,000.

1.4.1 This Contract is for the purchase of inspecting, testing, maintaining, and repairing existing fire alarm and fire suppression systems and alarm monitoring for various City of Austin buildings, as well as system upgrades and new system installation when necessary. There is not a guaranteed quantity of goods and services for the period of the Contract and there are no minimum order quantities. Goods and services and/or changes to existing systems and services will be ordered on an as needed basis as specified and agreed to in writing by the City's respective Facility Manager or designee for each building.

1.5 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.5.1 City departments that will utilize this Contract include the Aviation Department, Austin Water Utility, Building Services Department, Library Department, and the Parks and Recreation Department. As new City facilities are built or existing contracts expire, additional departments and building locations may be added to this Contract.

1.5.2 Exhibit A is a list of Optional Services available to City facilities under this Contract.

1.5.3 Add the following to the insurance provisions in Section 0400 of the Solicitation:

1.5.3.1 Notwithstanding anything contained herein to the contrary, the City of Austin shall be added as additional insured under the required insurance policies but only to the extent of the Contractor's negligence.

1.5.4 Neither party shall be liable for indirect, incidental or consequential damages.

1.5.5 Any and all other terms and conditions of Contractor inserted into the Offer, subsequent/future service agreements and/or reports shall not modify this Contract. Any service orders entered into by City Departments shall reference this Contract number and shall be governed by the terms and conditions of this Contract.

1.5.6 The following additional agreements are related only to the Monitoring Services being provided by the Contractor:

1.5.6.1 Contractor's Duties. City agrees and acknowledges that Contractor's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by City.

1.5.6.2 Waiver of Warranty; Exculpatory Clause. City understands that Contractor offers several levels of protection services and that the level described has been chosen by City after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: CONTRACTOR IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT CONTRACTOR IS NOT AN INSURER; THAT INSURANCE OTHER THAN COVERAGES REQUIRED UNDER THIS CONTRACT, IF ANY, SHALL BE OBTAINED BY CITY COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF CITY'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT CITY'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY CITY; THAT CONTRACTOR IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE, REPAIRING OR SIGNAL HANDLING SERVICES. CONTRACTOR MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.

1.5.6.3 Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, for claims relating to monitoring services, Contractor's total liability for damages shall be limited to $500,000 per occurrence. The City agrees that it is responsible, to the exclusion of any such responsibility of the Contractor, its agents and employees, for any and all liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by its negligent acts or omissions and the negligent acts or omissions of its employees, professional consultants, contractors, and agents, during their performance of the Contract, as determined by a court of competent jurisdiction. The City is not responsible for any liability, suits, actions, and claims for any and all injuries or damages sustained by any person or property to the extent that they are caused by the negligent act of any other entity, including the Contractor, its employees, professional consultants, contractors, and agents. Such responsibility includes but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

1.5.6.4 City's Duties (a) City shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Contractor during the term of this Agreement. City shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. City agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of City's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at City's premises of signal or data transmission through any media, City shall notify Contractor immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, City shall walk test the system in the manner recommended by Contractor. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm

system is on, City shall notify Contractor. (c) City shall notify Contractor regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) City shall cooperate with Contractor in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) City shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting City's premises to Contractor. City acknowledges that alarm signals from City's premises to Contractor are transmitted over City's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from City's alarm system will not be received by Contractor during any such interruption in telephone service and the interruption will not be known to Contractor. City agrees that in the event the equipment or system continuously transmits signals reasonably determined by Contractor to be false and/or excessive in number, City shall be subject to the additional costs and fees incurred by Contractor in receiving and/or responding to the excessive signal.

1.5.6.5 Authorized Personnel & Emergency Information. City agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on City's premises and/or that should be notified in the event of an alarm. City agrees to provide all changes, revisions and modifications to the above to Contractor in writing in a timely manner. City shall furnish to Contractor certain emergency information and shall keep it current by providing Contractor with any changes in writing, providing the required identifying information in a timely manner.

1.5.6.6 Taxes, Fees, Fines, Licenses, and Permits. (a)City agrees to pay all use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Contractor shall have the right, at any time, to pass along to City any increases in the monthly charges which hereafter may be imposed on Contractor by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and City hereby agrees to pay the same. (b) City agrees to assume all responsibility for any false alarms or signals given by the protective equipment. (c) City shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If City fails to maintain any required licenses or permits, Contractor shall not be responsible for performing the services and may terminate the services with notice to City.

1.5.6.7 Outside Charges. City understands and accepts that Contractor specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of City, whether requested or not and whether such entities were correctly or incorrectly notified by Contractor, its agents, or subcontractors.

1.5.6.8 Default/Termination. In the event City fails to pay any amount, City abuses the equipment or the use of the monitoring facility, City fails to comply with any of the terms and conditions hereof, City makes an assignment for the benefit of creditors, an order for relief is entered against City under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of City, or there is a dissolution or termination of existence of City, or if City is in default under this Agreement and such default continues for ten (10) days after Contractor gives City written notice of such default, in addition to any other remedies provided by law, Contractor may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to City, without terminating this Agreement, and recover all amounts due to Contractor; (b) Take possession of all Contractor owned equipment wherever situated and for such purpose at a reasonable time mutually agreed to by both parties; (c) By notice to City, declare immediately due and payable all moneys to be paid by City during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and City shall thereupon be obligated to pay such moneys to Contractor immediately. City shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Contractor on account of such default including all court costs and reasonable attorneys' fees. The waiver by Contractor of a breach of any obligation of City shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by Contractor shall not be deemed a waiver of any prior existing breach, regardless of Contractor's knowledge of such prior existing breach at the time of acceptance of such payments.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

SimplexGrinnell LP, a business unit of Tyco International

STAN KLAKULAK

Printed Name of Authorized Person

Signature

REGIONAL MANAGER

Title:

12/4/13

Date:

City of Austin

Yolanda Miller

Printed Name of Authorized Person

Signature

Deputy Purchasing Officer

Title:

12/5/13

Date:

Smoke Detector Cleaning - Either 50% or 100% of Devices Cleaned Annually
SMOKE DETECTOR CLEANING:
Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Cleaning of Smoke detectors annually will decrease troubles and alarms due to dirty smoke detector heads.

Smoke Detector Sensitivity Testing - Either 50% or 100% of Devices Annually Tested
SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:
Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel.
Excludes duct smoke detectors. Sensitivity testing of Smoke Detectors will help ensure that the detectors will detect smoke in the event of a fire. Age, dirt, and dust often decrease the sensitivity of detectors over time.

SENSITIVITY TESTING FOR FIRE ALARM AND DETECTION SYSTEMS:
To ensure accuracy, and in accordance with NFPA guidelines, sensitivity testing is required on smoke detectors at a minimum rate of 50% annually.
Testing will be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re–cleaned and re–tested, and if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors will automatically satisfy this requirement electronically.

24/7 Full Service Fire Alarm Coverage
24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes parts and labor, travel, and mileage charges for repairs associated with normal wear and tear. Emergency service will be provided within 2 hours of notification unless a different response time has been outlined in the agreement. Acts of God, Vandalism, Faulty Wiring, and Ground Faults are not covered repairs.

Monday-Friday/8am-5pm Full Service Fire Alarm Coverage
This service includes parts and labor, travel, and mileage charges for repairs associated with normal wear and tear during business hours. Acts of God, Vandalism, Faulty Wiring, and Ground Faults are not covered repairs.

24/7 Labor Only Fire Alarm Service Coverage
24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear. Emergency service will be provided within 2 hours of notification unless a different response time has been outlined in the agreement. Acts of God, Vandalism, Faulty Wiring, and Ground Faults are not covered repairs.

Monday-Friday/8am-5pm Labor Only Fire Alarm Service Coverage

This service includes labor, travel, and mileage charges for repairs associated with normal wear and tear during normal business hours. Acts of God, Vandalism, Faulty Wiring, and Ground Faults are not covered repairs.

Note: Various Non-Simplex Fire Alarm Panels may require a subcontractor for programming, but all other services would be provided by SimplexGrinnell.

PARTS AND COMPONENT REPLACEMENT:
PANEL AND PERIPHERAL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards monitors, and peripheral devices (smoke detectors, pull stations, audible/ visible units, door contacts, etc.) associated with system. Panel batteries are included.

Exclusions: Repair or replacement of faulty wiring is not covered, repair or replacement of non-maintainable parts of the Covered System(s) is not covered, including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included.

EMERGENCY SERVICE CALL AND LABOR:

This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices.

Any repairs not covered would be subject to normal contract service rates.

SRINKLER SYSTEM SERVICE COVERAGE:

24/7 Full Sprinkler System Coverage
24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes specified parts and labor, travel, and mileage charges for associated Sprinkler repairs. Emergency service will be provided within 2 hours of notification unless a different response time has been outlined in the agreement. Please see exclusions.

24/7 Labor Only Sprinkler System Coverage
24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes labor, travel, and mileage charges for associated Sprinkler repairs. Emergency service will be provided within 2 hours of notification unless a different response time has been outlined in the agreement. Please see exclusions.

Monday-Friday/8am-5pm Full Sprinkler Service Coverage
This service includes specified parts and labor, travel, and mileage charges for associated Sprinkler repairs during normal business hours. Please see exclusions.

Monday-Friday/8am-5pm Labor Only Sprinkler Service Coverage
This service includes labor, travel, and mileage charges for associated Sprinkler repairs during normal business hours. Please see exclusions.

PARTS/COMPONENT REPLACEMENT FOR LISTED SPRINKLER MECHANICAL SYSTEMS: Replacement of all moving parts to include sprinkler heads, clappers, gaskets, hand hole cover hardware and gaskets, gauges, main drain valves, all valves associated with trim, hose valves, water motor gongs, air compressors, jockey pumps, air maintenance devices etc. associated with system. Exclusions: Replacement of faulty or leaking piping, fittings, fire pumps, and electrical control equipment; Internal Pipe Obstruction and Corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"); Flushing internal pipe corrosion and obstruction.

GAS SUPPRESSION SYSTEM SERVICE COVERAGE:

24/7 Full Gas System Coverage (Kitchen Hoods / Gas Suppression Systems)
24-hour/7-day Service (Provided 24 hours a day, 7 days a week, including holidays). This service includes specified parts and labor, travel, and mileage charges for associated repairs. Emergency service will be provided within 24 hours of notification unless a different response time has been outlined in the agreement. Please see exclusions.

Monday-Friday/8am-5pm Suppression System Coverage (Kitchen Hoods, Gas Suppression)
Monday-Friday/8am-5pm Service for Suppression System. This service includes specified parts, labor, travel, and mileage charges for associated repairs during normal business hours. Please see exclusions. Chemical Agent for recharging system is not included.

Explanation of Coverage for Kitchen Hoods and Gas Suppression Systems:

Kitchen Hood: Parts and labor for Links and the cable for the kitchen hood pull station are covered.

Sapphire System: Parts and Labor for the control panel and peripheral devices are covered. Control modules and relays for solenoids are covered. Panel Batteries are included.

Chemical Agent for recharging chemical suppression systems is not included.

General Exclusions:

This Agreement expressly excludes, without limitation, provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, faulty wiring, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC"), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other

cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge.