

Customer Installation Agreement

Name: Riverside Public Works Department - Water Plant_NJPA
Account ("Customer")
Address: 5950 Acorn Street, Riverside, CA 92504
Contact: Ernie Marquez
Date: 8/21/2019

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Riverside Public Works_WQCP Secondary Gate Access Control & Video_R1 - Q-90435
Transaction Type: Add/Upgrade
System Information: Integrated Solution
Access / Video
Address of Project:
5950 Acorn St.
Riverside, CA 92504

Expected approximate date of commencement of project: TBD
Expected approximate date of completion of project: TBD

Customer to Provide

120 vac Power Outlets, Lighting Conditions for CCTV, Network Connectivity, Payments for Permits & Fees, PC Hardware for Access Control System, Static IP address for equipment,

Equipment

Quantity	Part Number	Description
2.00	7200161	DIGIREADER DR4208
2.00	02A00311	AUTODIAL TELEPHONE ENTRY UNIT
2.00	H151206S10T03W03SB	15IN X12IN X6IN HOUSING FOR TRIGON
1.00	S3S41279/42B	DUAL HGHT STNCHN, STYLE 4, 12IN ARMS
1.00	PW6K1ICE	PWSERIES INTELLIGENT CONTROLLER
1.00	7200164	PWSERIES ENCLOSURE
1.00	451806SDB	18/6 SHLD DIRECT BURIAL 1000FT
1.00	451804WDB	18/4 STR FPL/CM/TC 500FT REEL BLACK
1.00	TBD ACCESSORIES	TBD ACCESSORIES
1.00	TBD JIC MATL	TBD VIDEO SYS MATL
1.00	Z4-01162001	Q1786-LE O/ DR 4MP FXD BLLT CAM
1.00	Z4-01190001	AXIS T94S01P CONDUIT BACK BOX
1.00	Z4-01164001	AXIS T91B47 100-410MM-POLE MNT
1.00	Z4-01048001	AXIS P3807-PVE FXD DME CAM-8MP
1.00	Z4-01505001	T94V02D MOUNTING BRACKET FOR NETWK CAM
1.00	Z4-01473001	T91B67 POLE MOUNT 65-165MM
2.00	710548EDB	24/4PR SOL CAT5E DIRECT BURIAL 1000FT BX
2.00	GSC-Om-E-1C	GSC OMNICAST ENT CONNECTION LICENSE

License Information (as of 01/23/2019): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 032977; CPMY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; HI 36390; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338 (Louisville); LA F1162; F875; F1277; 61931; MA 12737A; MD 107-1828; 259; MI 5103306; 3601205772; MN TS001238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; NH 0424-C; NJ 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; NM 374554; NV F400; F401; 0071024; 0084943; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; SC FAC3387; BAC5501; TN 1180; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.

2.00	GSC-Om-E-1FC	GSC OMNICAST ENT FAIL-OVER CONNECTION LICENSE
1.00	TBD CONDUIT	TBD CONDUIT
1.00	TBD JIC MATL	TBD CONCRETE MATL
1.00	TBD JIC MATL	TBD AUTOMATIC GATE MATL
1.00	TBD JIC MATL	TBD ELECTRONIC ACCESS CONTROL SYS MATL

Existing Equipment		
Quantity	Asset Name	Asset Description

Equipment Notes

Theory of Operation

Stanley's Sourcewell/NJPA Contract #031517-SCS
City of Riverside Sourcewell/NJPA Membership #2410

Riverside Public Utilities - Acorn Street Water Plant Automatic Gate Project

STANLEY SCOPE OF WORK

Stanley Security to provide and install the following devices

- (1) Honeywell Model PW6K1ICE ProWatch Intelligent System Control Panel at Modular Office Bldg IDF Room
- (1) Honeywell Model PW5K1ENC3 Locking Wall-Mount Enclosure with 12VDC Power Supply
- (2) Honeywell Model DR4208K Combination Prox/PIN Readers (high/low access at secondary vehicle gate)
- (2) Trigon Model HF2 Hands-Free Telephone Entry Phones (high/low access at secondary vehicle gate)
- (1) Dual-Height High/Low Access System Pedestal with Two Hooded Backboxes; sized to accommodate the access reader and telephone entry phone)
- (1) Axis Model P3807-PVE 180 Degree Panoramic Dome Camera Installed to Existing Camera Pole (Stanley to remove existing analog camera)
- (1) Axis Model Q1786-LE Fixed Bullet-Style Camera Installed to Existing Light Pole; Positioned to Provide View of License Plates on Vehicles Entering the Facility

Stanley Gate Subcontractor to Provide / Install

- (2) 8' tall bi-parting slide gates for a 30' wide opening; new gates will be similar, but not identical in design to the existing fence line
- (*) Continuous concrete roll way across driveway and in storage area of slide gates / Installed plated ground track
- (*) Overhead guide roller assemblies complete with overhead guide rollers
- (*) Concrete operator mounting pads
- (2) LiftMaster CSL24UL slide gate operators complete with built in battery backups, radio receiver and monitored reversing devices
- (2) Vehicle reversing loops and detectors
- (1) Vehicle exit loop and detector
- (1) Knox 3502 Fire Department Key Switch
- (1) Tomar Fire Strobe and Detector
- (2) Low-Voltage Access System Wiring Connection to New Electric Gate Motor

Stanley Electrical Subcontractor to Provide / Install

- Above and below-grade conduit as required for new high and low voltage cabling; intercept existing conduit extending from the building to electrical pull box near flagpole

Note: open trench across the driveway will be blocked off from traffic using traffic cones. We will plan to open and close the trench on the same day so that it is not left open overnight. Steel cover plates are not included in Stanley's quote. If we run into an issue with completing in one day, RPU will need to provide steel plates as required for closing the trench overnight, or arrange to close the construction area to through traffic as necessary.

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- All required high-voltage cabling
- Pull Stanley-provided low-voltage cabling through existing and new conduit
- Power as required for two gate motors
- Traffic island with concrete curb and rock fill to match existing
- Concrete base for new Stanley-provided gate access stanchion
- Re-paint cross-walk lines
- Install (2) customer-provided directional street signs.

General Notes / Exclusions:

1. Stanley to provide required City of Riverside permits. Any associated City fees are excluded from Stanley's scope and will be paid for directly by the City.
2. Stanley Security to provide installation of new access and video system devices referenced above
3. Riverside Public Works Dept to provide an available phone line direct connection to the existing building phone system for interface by Stanley to the new Trigon telephone entry phones
4. 110-volt electrical (direct hardwired power connection) at the new control panel enclosure located in the building IDF room is excluded and should be provided by the RPU
5. Network switch and required static IP address for new access system control panel is excluded and should be provided by the City's IT Department
6. Network switches with PoE IP ports as required to support new IP cameras are to be provided by the City's IT Department.
7. Stand-alone exit PIN pad for emergency exiting (if required) to be provided and installed by others. The PIN pad should be wired directly to the gate motor and therefore would not interconnect or interface with the Stanley-provided gate access system.
8. Stanley to provide project submittals per project specification 2-5.
9. Stanley to interface new gate access system control panel with existing City ProWatch access system software via City network. Note: The existing Honeywell software database is licensed for up to 320 system-wide card readers. When the total system-wide card reader count reached 320, the license will need to be expanded to accommodate the installation of additional card readers and an additional charge would apply.
10. Stanley to pay Prevailing Wage labor rates
11. We understand that project bonds are not required for this project.

Investment Type: Direct Sale

Pricing and Deposit Terms

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade

Warranty Duration: 12 MONTHS

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

* Prices do ~~not~~ include taxes

* Price includes prevailing wage labor rates

Total Installation Price*: \$174,998.37

Up-front Deposit*:

\$0.00

Progress Payments*:

Quarters - 25% / 25% / 25% /

Balance Due Upon

25%

Completion*:

\$174,998.37

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.

Customer: Riverside Public Works Department - Water
Plant_NJPA Account

David Vandegrift

Security Representative

Executive Security Consultant

Security Representative Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Customer (Sign)

Customer (Print)

Title

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions**WARRANTY**

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 12 MONTHS from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.



STANLEY Convergent Security Solutions, Inc.
Equipment & Labor Summary

Riverside Public Works Department - Water Plant_NJPA Account
5950 Acorn Street, Riverside, CA 92504

8/21/2019
Proposal Generated:
Q-90435

BILL OF MATERIALS AND LABOR BREAKDOWN	
EQUIPMENT	
Description	Price
STANLEY PROVIDED MATERIALS	\$19,706.18
GATE SUBCONTRACTOR - MATERIALS	\$37,756.92
ELECTRICAL SUBCONTRACTOR - MATERIALS	\$29,089.23
EQUIPMENT AND MATERIAL TOTAL (S&H, Tax included)	\$86,552.33
LABOR	
Description	Price
LOW VOLTATGE SYSTEMS INSTALL - LABOR	\$8,630.00
GATE SUBCONTRACTOR - LABOR	\$25,015.16
ELECTRICAL SUBCONTRACTOR - LABOR	\$32,503.88
STANLEY LABOR INSTALLATION / PROGRAMMING / SET-UP	\$10,460.00
STANLEY PROJECT MANAGEMENT / ADMIN SUPPORT	\$6,382.00
ENGINEERING / CAD OPERATOR / SUBMITTALS / DOCUMENTATION	\$5,455.00
LABOR AND ADDITIONAL TOTAL	\$88,446.04
GRAND TOTAL	\$174,998.37