

SERVICES AGREEMENT

STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

RIVERSIDE PUBLIC UTILITIES UOC YARD GATE EXIT READERS

On this _____ day of _____, 2022, the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and **STANLEY CONVERGENT SECURITY SOLUTIONS, INC.**, a **Delaware corporation authorized to do business in California** (“Contractor”), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Riverside Public Utilities UOC Yard Gate Exits Readers Project** (“Services”). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect for the term beginning on the effective date stated above and ending upon project completion or one year from the effective date, whichever is sooner, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed **One Hundred Twenty Thousand Nine Hundred Fifty Four Dollars and Twenty Five Cents (\$120,954.25)**, unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City’s satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit “B” and incorporated herein by this reference. If the term of the Agreement is extended, Contractor’s compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said

amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required

in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as

required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment

by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. Non-Discrimination. During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. City's Right to Employ Other Consultants/Contractors. City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Utilities
City of Riverside
Attn: Teresa Maryanski
3900 Main Street
Riverside, CA 92522

To Contractor

Stanley Convergent Security
Solutions, Inc.
Attn: David Vandegrift
21803 Cactus Avenue, Suite A
Riverside, CA 92518

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute

an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds

By: Kushner
for _____
Chief Financial Officer

Approved as to Form:

By: Ruthann M. Salera
Ruthann M. Salera
Deputy City Attorney

STANLEY CONVERGENT SECURITY SOLUTIONS, INC., a Delaware corporation authorized to do business in California

By: Matthew Kushner
Matthew Kushner
[Printed Name]

President
[Title]

By: Michael J. Blum
Michael J. Blum
[Printed Name]

Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

Customer Installation Agreement

Name: RIVERSIDE PUBLIC UTILITIES ("Customer")
Address: 2911 ADAMS ST, RIVERSIDE, CA 92504-4303
Contact: Christina Guerrero
Date: 6/24/2022

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 Utilities_UOC_Yard Gate Exit Readers_R5 - Q-306968
Transaction Type: Add/Upgrade
System Information: Commander

Address of Project:
2911 Adams Street
Riverside, CA 92504

Expected approximate date of commencement of project: TBD

Expected approximate date of completion of project: TBD

Customer to Provide

Network Connectivity, Payments for Permits & Fees, PC Hardware for Access Control System,

Equipment

Quantity	Part Number	Description
4.00	HONARCB	Honeywell ARCS-B/BT - Architect® Blue Reader with PIN Pad
4.00	HONARCPROXMOD	125 KHZ MULTI-TECHNOLOGY MODULE
2.00	PW7K1IC	PW7KINTELLIGENTCONTROLLERW 2RDR
2.00	PW5K1ENC3	PW SERIES REMOTE ENCLOSURE W/ PLUG-IN
2.00	IM1272F1	12V 7.2 AH SEALED LEAD ACID BATTERY
1.00	451806SDB	18/6 SHLD DIRECT BURIAL 1000FT
1.00	41575008	18/4 STR FPL 5C RL BLACK
4.00	TBD JIC MATL	Paragon Metals Access Stanchion Hooded Backbox
2.00	TBD JIC MATL	Paragon Metals Dual-Height Stanchion
2.00	A48H36BLP	Metal NEMA Enclosure 48"X36"X8"
1.00	A48P36	ENCLOSURE PANEL
2.00	ESUGS4G1LB	INDUSTRIAL DIN RAIL UNMANAGED SWITCH
2.00	C5EGY10	10FT CAT5E PATCH CABLE GREY
2.00	C5EGY3	3-FT CAT5E PATCH CABLE GREY
1.00	TBD ACCESSORIES	TBD ACCESSORIES
1.00	TBD CONDUIT	TBD CONDUIT

Existing Equipment

Quantity	Asset Name	Asset Description
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STANLEY Convergent Security Solutions, Inc. License Information (as of 10-18-2021): AK 1003300, 104391, AL 888, 1278, 1302, 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, CMY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. CT State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600. CA 848019 - c10, L005911, AC06055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT FLC 0184651 LS- DE 04-158; FA-0001; FL EF20001345; 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 5103423, 3601207680; MN TS001238, 355 19207-SC 15024172; MT FPL-BEL 000132; NC 23471-SF FA/LV, 1839 CSA, Alarm Systems Licensing Bd, 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919) 788-5320; ND 35031 Class C Contractor - contract limit not to exceed \$300,000. NJ 0424-C; NJ 1074485, 655423; Burglar Alarm Business Lic. # 34BX00022000, NM 374554; NV FA01E350, 0071024; NY 12000293169. Licensed by NYS Dept. of State: OH 53-89-1512; OR 953; OR 161567; PA 032736; RI 9448A SC FA3387; BAC5501, TN 1180-1448, 1650-1446; 2026; CF-D 65528; TX ACR2639; FCK1821, B02140, U1-S/04068-6501; VA 27050872354, 11-5481; WA STANLC5925MZ; WV 045298; WI 969322; WY LV-G-23879. Q-306968

Existing Equipment

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Equipment Notes**Theory of Operation**

Stanley's Sourcewell/NJPA Contract #030421-SCS
City of Riverside Sourcewell/NJPA Membership #2410

**Riverside Public Utilities - UOC Yard Gate Exits Reader Project
PREVAILING WAGE JOB WITH CERTIFIED PAYROLL REQUIRED**

YARD EXIT GATE ACCESS CONTROL

Stanley Security to install new dual-height gooseneck stanchion with access control system exit reader at two existing motorized access gates (Adams St Gate and Lincoln St Gate). Stanley scope to include ProWatch access system control panels, new outdoor NEMA enclosures, asphalt saw cut, trenching, and electrical work as referenced on the attached project drawing. Stanley to update the existing Commander and Honeywell ProWatch software to reflect the access system modification.

Stanley to provide and install the following devices

- (4) Honeywell ARCS Architect Blue Combination Prox / PIN Access Readers (high/low access at two vehicle exit gates)
- (2) Dual-Height High/Low Access System Pedestal with Two Hooded Backboxes; matching the existing gate entry access system pedestals
- (2) Honeywell ProWatch PW7K Control Panels
- (2) Access System Low-Voltage Power Supply and Network Switch
- (2) Metal NEMA enclosures, size 36"X48" (matching existing); wall-mounted, one at each of two gate locations
- (2) Disconnect and Abandon Existing Vehicle Exit Detection Loops
- (2) Low-Voltage Access System Wiring Connection to Existing Exit Gate Electric Control Motor

Stanley to subcontract the following work scope to B&B Electric:

Installation of above and below-grade conduit as required for new high and low voltage cabling

Install Stanley-provided NEMA enclosures

Provide power as required for new access system modules at two new NEMA enclosures

Note: open trench across the driveway will be blocked off from traffic using traffic cones. We will plan to open and close the trench as quickly as possible. Steel cover plates are not included in Stanley's quote. During construction, when one gate is closed to traffic, RPU will need to direct traffic to utilize either of the other two yard vehicle gates.

City of Riverside to contract independently with a separate Contractor for the following work scope

(this work is excluded from Stanley's scope)

Installation of new traffic island with stamped concrete surface to match existing as referenced on the attached project drawing

Installation of concrete base for new Stanley-provided gate access stanchions

Provide/install four traffic control speed bumps installed; one entry and one exit at each of two vehicle gates.

General Notes / Exclusions:

1. Stanley Security to provide installation of new access system devices referenced above
2. All work to be performed during normal business hours. No overtime or weekend work is included.
3. Stanley to expand the existing Honeywell ProWatch access control system installed at two yard vehicle gates. Stanley assumes that the existing system components are in good working order. Any required repairs to existing system hardware or cabling is excluded and would be handled on a change order basis.
4. Engineered design drawings are not included in Stanley's scope. Stanley will provide a project submittal package consisting of manufacturer data sheets and a basic drawing that shows device locations, and conduit/wire pathways. RPU currently maintains the security system record drawings, and will be responsible for all required drawing updates.

5. Stanley to interface new gate access system control panel with existing City ProWatch access system software via City network. This quote is based on the assumption that the existing license is sized to accommodate the additional readers. When the total system-wide card reader count reaches the license capacity, the license will need to be expanded to accommodate the installation of additional card readers and an additional charge would apply.
6. Stanley and Stanley subcontractor to pay Prevailing Wage labor rates
7. We understand that project bonds are not required for this project.
8. We understand that City permits are not required and are therefore excluded from Stanley's scope.

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 \$0 WARRANTY

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*: \$120,954.25USD

Up-front Deposit*: \$0.00

Progress Payments*: 33% / 33% / 34%

Balance Due Upon
Completion*:

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 Customer. 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 UTILITIES

David Vandegrift

Security Representative



Customer (Sign)

Executive Security Consultant

Security Representative Title

Todd M. Corbin

Customer (Print)

STANLEY Authorized Manager (Sign)

General Manager

Title

STANLEY Authorized Manager (Print)

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 \$0 WARRANTY 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 therefrom 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.

EXHIBIT "B"

COMPENSATION

Customer Installation Agreement

Name: RIVERSIDE PUBLIC UTILITIES ("Customer")
Address: 2911 ADAMS ST, RIVERSIDE, CA 92504-4303
Contact: Christina Guerrero
Date: 6/24/2022

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 Utilities_UOC_Yard Gate Exit Readers_R5 - Q-306968
Transaction Type: Add/Upgrade
System Information: Commander

Address of Project:
2911 Adams Street
Riverside, CA 92504

Expected approximate date of commencement of project: TBD

Expected approximate date of completion of project: TBD

Customer to Provide

Network Connectivity, Payments for Permits & Fees, PC Hardware for Access Control System,

Equipment

Quantity	Part Number	Description
4.00	HONARCB	Honeywell ARCS-B/BT - Architect® Blue Reader with PIN Pad
4.00	HONARCPROMOD	125 KHZ MULTI-TECHNOLOGY MODULE
2.00	PW7K1IC	PW7KINTELLIGENTCONTROLLERW 2RDR
2.00	PW5K1ENC3	PW SERIES REMOTE ENCLOSURE W/ PLUG-IN
2.00	IM1272F1	12V 7.2 AH SEALED LEAD ACID BATTERY
1.00	451806SDB	18/6 SHLD DIRECT BURIAL 1000FT
1.00	41575008	18/4 STR FPL 5C RL BLACK
4.00	TBD JIC MATL	Paragon Metals Access Stanchion Hooded Backbox
2.00	TBD JIC MATL	Paragon Metals Dual-Height Stanchion
2.00	A48H36BLP	Metal NEMA Enclosure 48"X36"X8"
1.00	A48P36	ENCLOSURE PANEL
2.00	ESUGS4G1LB	INDUSTRIAL DIN RAIL UNMANAGED SWITCH
2.00	C5EGY10	10FT CAT5E PATCH CABLE GREY
2.00	C5EGY3	3-FT CAT5E PATCH CABLE GREY
1.00	TBD ACCESSORIES	TBD ACCESSORIES
1.00	TBD CONDUIT	TBD CONDUIT

Existing Equipment

Quantity	Asset Name	Asset Description
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Existing Equipment

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Equipment Notes**Theory of Operation**

Stanley's Sourcewell/NJPA Contract #030421-SCS
City of Riverside Sourcewell/NJPA Membership #2410

**Riverside Public Utilities - UOC Yard Gate Exits Reader Project
PREVAILING WAGE JOB WITH CERTIFIED PAYROLL REQUIRED**

YARD EXIT GATE ACCESS CONTROL

Stanley Security to install new dual-height gooseneck stanchion with access control system exit reader at two existing motorized access gates (Adams St Gate and Lincoln St Gate). Stanley scope to include ProWatch access system control panels, new outdoor NEMA enclosures, asphalt saw cut, trenching, and electrical work as referenced on the attached project drawing. Stanley to update the existing Commander and Honeywell ProWatch software to reflect the access system modification.

Stanley to provide and install the following devices

- (4) Honeywell ARCS Architect Blue Combination Prox / PIN Access Readers (high/low access at two vehicle exit gates)
- (2) Dual-Height High/Low Access System Pedestal with Two Hooded Backboxes; matching the existing gate entry access system pedestals
- (2) Honeywell ProWatch PW7K Control Panels
- (2) Access System Low-Voltage Power Supply and Network Switch
- (2) Metal NEMA enclosures, size 36"X48" (matching existing); wall-mounted, one at each of two gate locations
- (2) Disconnect and Abandon Existing Vehicle Exit Detection Loops
- (2) Low-Voltage Access System Wiring Connection to Existing Exit Gate Electric Control Motor

Stanley to subcontract the following work scope to B&B Electric:

Installation of above and below-grade conduit as required for new high and low voltage cabling

Install Stanley-provided NEMA enclosures

Provide power as required for new access system modules at two new NEMA enclosures

Note: open trench across the driveway will be blocked off from traffic using traffic cones. We will plan to open and close the trench as quickly as possible. Steel cover plates are not included in Stanley's quote. During construction, when one gate is closed to traffic, RPU will need to direct traffic to utilize either of the other two yard vehicle gates.

City of Riverside to contract independently with a separate Contractor for the following work scope

(this work is excluded from Stanley's scope)

Installation of new traffic island with stamped concrete surface to match existing as referenced on the attached project drawing

Installation of concrete base for new Stanley-provided gate access stanchions

Provide/install four traffic control speed bumps installed; one entry and one exit at each of two vehicle gates.

General Notes / Exclusions:

1. Stanley Security to provide installation of new access system devices referenced above
2. All work to be performed during normal business hours. No overtime or weekend work is included.
3. Stanley to expand the existing Honeywell ProWatch access control system installed at two yard vehicle gates. Stanley assumes that the existing system components are in good working order. Any required repairs to existing system hardware or cabling is excluded and would be handled on a change order basis.
4. Engineered design drawings are not included in Stanley's scope. Stanley will provide a project submittal package consisting of manufacturer data sheets and a basic drawing that shows device locations, and conduit/wire pathways. RPU currently maintains the security system record drawings, and will be responsible for all required drawing updates.

5. Stanley to interface new gate access system control panel with existing City ProWatch access system software via City network. This quote is based on the assumption that the existing license is sized to accommodate the additional readers. When the total system-wide card reader count reaches the license capacity, the license will need to be expanded to accommodate the installation of additional card readers and an additional charge would apply.
6. Stanley and Stanley subcontractor to pay Prevailing Wage labor rates
7. We understand that project bonds are not required for this project.
8. We understand that City permits are not required and are therefore excluded from Stanley's scope.

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 \$0 WARRANTY

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

Total Installation Price*: \$120,954.25USD

Up-front Deposit*: \$0.00

Progress Payments*: 33% / 33% / 34%

Balance Due Upon

Completion*: \$120,954.25

* Prices do not include taxes

* Price includes prevailing wage labor rates

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 Customer. 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 UTILITIES

David Vandegrift

Security Representative

Customer (Sign)

Executive Security Consultant

Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

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 \$0 WARRANTY 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 therefrom 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.

EXHIBIT "C"

KEY PERSONNEL

David Vandegrift
(866) 984-1151