

ORIGINAL

C-11259
10/25/2016

**SERVICES AGREEMENT
(Not Construction Related)
SECURITY ACCESS CONTROL AND CCTV PROJECT**

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Access Security Systems International, Inc. an Arizona corporation dba ASSI Security of Arizona ("Consultant") as of the 25 day of October, 2016 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 **Services.** Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.

3. Consultant's Work.

3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$79,100 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than

the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

- 8.4 **Waiver of Subrogation.** Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Notices.**
- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

ASSI Security of Arizona
 c/o Aaron Abril
 21602 N 20th Ave
 Phoenix, AZ 85027

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Anthony Weathersby
 7070 W Northern Ave
 Glendale, Arizona 85303

With required copy to:

City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year period. There are no automatic renewals.

14. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

| | |
|-----------|---------------|
| Exhibit A | Project |
| Exhibit B | Scope of Work |
| Exhibit C | Schedule |
| Exhibit D | Compensation |

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Kevin R. Phelps
Its: City Manager

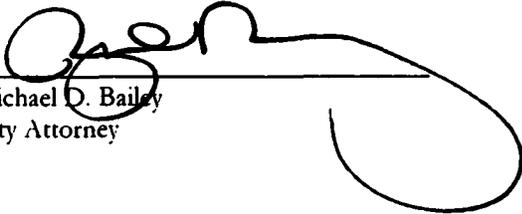
ATTEST:



Julie K. Bower
City Clerk

(SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Access Security Systems International, Inc. an
Arizona corporation dba ASSI Security of
Arizona



By: COLIN W. BAIRD
Its: Authorized Representative

GENERAL MANAGER

EXHIBIT A
Services Agreement

PROJECT

Project will include installation of CCTV and Hirsch Electronic access controls at Water Services locations.

EXHIBIT B
Services Agreement

SCOPE OF WORK

ASSI Security of Arizona will provide service for the installation of security upgrades at several Water Services locations. This work will include additional CCTV and Hirsch Electronic access controls at entry doors. This work will be at the UV Building and Administration building located at the Arrowhead Water Reclamation Facility. Work will also be done at the Mechanical building and Administration building at the Cholla Water Treatment Plant.

EXHIBIT C
Services Agreement

SCHEDULE

Work will be completed based on agreed schedule between City of Glendale Water Services and ASSI Security of Arizona.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$79,100.

DETAILED PROJECT COMPENSATION

See attached Exhibit D.

ASSI

SECURITY OF ARIZONA

21602 N 20th Ave
 Phoenix AZ 85027
 623-581-0101
 ROC: 200440

Customer:
 CITY OF GLENDALE
 MARK SMITH
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301
 623-640-1120
 MSMITH@GLENDALEAZ.COM

QUOTE

Quote Date: 09/23/2016
Quote# 5520
Prepared by: AARON ABRIL
Payment Terms: 30DY

Project/Ship To Address:
 COG - CHOLLA WTP
 4805 WEST CHOLLA
 GLENDALE AZ 85304

| Qty | Part# | Description | Unit Price | Ext. Price |
|------|-------------------------|--|-----------------|--------------------|
| 1.00 | MX-4 | HIRSCH MX-4 CONTROLLER - 4 DOOR | \$2,145.00 | \$2,145.00 |
| 4.00 | MELM2 | TWO INPUT DOOR MODULE | \$7.29 | \$29.16 |
| 1.00 | AL600ULACM | POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER | \$284.26 | \$284.26 |
| 4.00 | 5395-CK100 | THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK | \$153.01 | \$612.04 |
| 3.00 | ML371EU-LNL-626-24V-REX | SARGENT 8200 ELECTRIFIED MORTISE, 24V, REX, 626, LNL TRIM | \$715.00 | \$2,145.00 |
| 1.00 | CL371EU-LL-626-24V-REX | SARGENT 10 LINE ELECTRIFIED CYLINDRICAL | \$484.77 | \$484.77 |
| 4.00 | K-DLA | ARMOR DOOR LOOP 1/4"ID,FLEX,18 | \$27.13 | \$108.52 |
| 4.00 | 2505A-L | ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA | \$26.66 | \$106.64 |
| 1.50 | COMPOSITE | COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS | \$772.20 | \$1,158.30 |
| 1.00 | MISC | ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT | \$200.20 | \$200.20 |
| 2.00 | IME219-1ES | SARIX E ENV SM POE MDOME 2MP SV CL | \$900.04 | \$1,800.08 |
| 1.00 | IMM12018-1EP | OPTERA IMM 12MP 180 ENV VANDL PEND MT | \$1,586.44 | \$1,586.44 |
| 1.00 | WMVE-SR | WALL MOUNT VANDAL 1.5IN NPT LT GRAY | \$51.19 | \$51.19 |
| 3.00 | DS-SW-CAM | DS CAMERA LICENSE FOR IP CAMERAS | \$134.99 | \$404.97 |
| 1.00 | W244P-2274BL | CAT 6 23/4P CMP BLUE BOX IMP | \$400.40 | \$400.40 |
| 1.00 | ICMPP02460 | CAT6 24-PORT NETWORK PATCH PANEL | \$102.95 | \$102.95 |
| 3.00 | ICPCSK05BL | 5-FT CAT6 PATCH CABLE BLUE | \$2.79 | \$8.37 |
| 1.00 | MISC | CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC | \$85.80 | \$85.80 |
| 2.00 | PROGRAMMING | PROGRAMMING & COMMISSIONING | \$65.00 | \$130.00 |
| | | | Subtotal | \$11,844.09 |
| | | | Labor | \$3,380.00 |
| | | | Tax | \$910.40 |
| | | | Total | \$16,134.49 |

ASSI

SECURITY OF ARIZONA

21602 N 20th Ave
 Phoenix AZ 85027
 623-581-0101
 ROC: 200440

Customer:
 CITY OF GLENDALE
 MARK SMITH
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301
 623-640-1120
 MSMITH@GLENDALEAZ.COM

QUOTE

Quote Date: 09/23/2016
Quote# 5520
Prepared by: AARON ABRIL
Payment Terms: 30DY

Project/Ship To Address:
 COG - CHOLLA WTP
 4805 WEST CHOLLA
 GLENDALE AZ 85304

| Qty | Part# | Description | Unit Price | Ext. Price |
|-------|------------------------|--|------------|------------|
| 1.00 | MX-8 | HIRSCH MX-8 CONTROLLER - 8 DOOR | \$3,775.20 | \$3,775.20 |
| 8.00 | MELM2 | TWO INPUT DOOR MODULE | \$7.29 | \$58.32 |
| 1.00 | AL600ULACM | POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER | \$284.26 | \$284.26 |
| 8.00 | 5395-CK100 | THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK | \$153.01 | \$1,224.08 |
| 8.00 | CL371EU-LL-826-24V-REX | SARGENT 10 LINE ELECTRIFIED CYLINDRICAL | \$484.77 | \$3,878.16 |
| 5.00 | ETH4W4545 652 5SW | ELECTRIC HINGE 4W 4.5X4.5 28D | \$87.52 | \$437.60 |
| 3.00 | K-DLA | ARMOR DOOR LOOP 1/4"ID,FLEX,18 | \$27.13 | \$81.39 |
| 10.00 | BH-71-628 | PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH | \$7.29 | \$72.90 |
| 4.00 | 1076C-N | RECESSED STEEL DOOR CONTACT W/WIRE LEADS, 3/4" DIAMETER, SPD | \$9.72 | \$38.88 |
| 4.00 | 2505A-L | ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA | \$26.66 | \$106.64 |
| 2.50 | COMPOSITE | COMPOSITE CABLE 22/8SH, 22/4NS, 18/4NS, 22/2NS | \$772.20 | \$1,930.50 |
| 1.00 | MISC | ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT | \$400.40 | \$400.40 |
| 4.00 | ME219-1S | SARIX IME SERIES MD W/SUREVISION 2.0, 2MP | \$771.34 | \$3,085.36 |
| 1.00 | IME219-1ES | SARIX E ENV SM POE MDOME 2MP SV CL | \$900.04 | \$900.04 |
| 5.00 | DS-SW-CAM | DS CAMERA LICENSE FOR IP CAMERAS | \$134.99 | \$674.95 |
| 2.00 | W244P-2274BL | CAT 6 23/4P CMP BLUE BOX IMP | \$400.40 | \$800.80 |
| 1.00 | ICMPP02460 | CAT6 24-PORT NETWORK PATCH PANEL | \$102.95 | \$102.95 |
| 5.00 | ICPCSK05BL | 5-FT CAT6 PATCH CABLE BLUE | \$2.79 | \$13.95 |
| 1.00 | MISC | CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC | \$143.00 | \$143.00 |
| 6.00 | PROGRAMMING | PROGRAMMING & COMMISSIONING | \$65.00 | \$390.00 |

| | |
|-----------------|--------------------|
| Subtotal | \$18,399.38 |
| Labor | \$5,980.00 |
| Tax | \$1,457.89 |
| Total | \$25,837.27 |

ASSI

SECURITY OF ARIZONA

21602 N 20th Ave
 Phoenix AZ 85027
 623-581-0101
 ROC: 200440

Customer:
 CITY OF GLENDALE
 MARK SMITH
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301
 623-640-1120
 MSMITH@GLENDALEAZ.COM

QUOTE

Quote Date: 09/23/2016
Quote# 5522
Prepared by: AARON ABRIL
Payment Terms: 30DY

Project/Ship To Address:
 COG - ARROWHEAD WTP
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301

| Qty | Part# | Description | Unit Price | Ext. Price |
|-------|------------------------|--|------------|------------|
| 1.00 | MX-8 | HIRSCH MX-8 CONTROLLER - 8 DOOR | \$3,775.20 | \$3,775.20 |
| 8.00 | MELM2 | TWO INPUT DOOR MODULE | \$7.29 | \$58.32 |
| 1.00 | AL600ULACM | POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER | \$284.26 | \$284.26 |
| 7.00 | 5395-CK100 | THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK | \$153.01 | \$1,071.07 |
| 1.00 | 8702ELM36-24 | ADAMS RITE EXIT DEVICE, 24VDC, 36" DURANODIC | \$560.85 | \$560.85 |
| 6.00 | CL371EU-LL-626-24V-REX | SARGENT 10 LINE ELECTRIFIED CYLINDRICAL | \$484.77 | \$2,908.62 |
| 2.00 | ETH4W4545 652 5SW | ELECTRIC HINGE 4W 4.5X4.5 26D | \$87.52 | \$175.04 |
| 4.00 | K-DLA | ARMOR DOOR LOOP 1/4"ID,FLEX,18 | \$27.13 | \$108.52 |
| 12.00 | BH-71-628 | PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH | \$7.29 | \$87.48 |
| 3.00 | 1076C-N | RECESSED STEEL DOOR CONTACT W/WIRE LEADS, 3/4" DIAMETER, SPD | \$9.72 | \$29.16 |
| 6.00 | 2505A-L | ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA | \$26.66 | \$159.96 |
| 2.50 | COMPOSITE | COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS | \$772.20 | \$1,930.50 |
| 1.00 | MISC | ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT | \$337.84 | \$337.84 |
| 2.00 | ME219-1S | SARIX IME SERIES MD W/SUREVISION 2.0, 2MP | \$771.34 | \$1,542.68 |
| 1.00 | IME219-1EP | SARIX E ENV PEND POE MDOME 2MP SV CL | \$900.04 | \$900.04 |
| 1.00 | WMVE-SR | WALL MOUNT VANDAL 1.5IN NPT LT GRAY | \$51.19 | \$51.19 |
| 3.00 | DS-SW-CAM | DS CAMERA LICENSE FOR IP CAMERAS | \$134.99 | \$404.97 |
| 1.00 | W244P-2274BL | CAT 6 23/4P CMP BLUE BOX IMP | \$400.40 | \$400.40 |
| 1.00 | ICMPP02460 | CAT6 24-PORT NETWORK PATCH PANEL | \$102.95 | \$102.95 |
| 3.00 | ICPCS05BL | 5-FT CAT6 PATCH CABLE BLUE | \$2.79 | \$8.37 |
| 1.00 | MISC | CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC | \$157.30 | \$157.30 |
| 5.00 | PROGRAMMING | PROGRAMMING & COMMISSIONING | \$65.00 | \$325.00 |

| | |
|-----------------|--------------------|
| Subtotal | \$15,379.72 |
| Labor | \$2,535.00 |
| Tax | \$1,071.30 |
| Total | \$18,986.02 |

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SECURITY OF ARIZONA

21602 N 20th Ave
 Phoenix AZ 85027
 623-581-0101
 ROC: 200440

Customer:
 CITY OF GLENDALE
 MARK SMITH
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301
 623-640-1120
 MSMITH@GLENDALEAZ.COM

QUOTE

Quote Date: 09/23/2016
Quote# 5522
Prepared by: AARON ABRIL
Payment Terms: 30DY

Project/Ship To Address:
 COG - ARROWHEAD WTP
 7070 W. NORTHERN AVENUE
 GLENDALE AZ 85301

| Qty | Part# | Description | Unit Price | Ext. Price |
|-------|------------------------|--|------------|------------|
| 1.00 | MX-8 | HIRSCH MX-8 CONTROLLER - 8 DOOR | \$3,775.20 | \$3,775.20 |
| 1.00 | AEB8 | ALARM EXPANSION BOARD 8 INPUTS | \$356.07 | \$356.07 |
| 5.00 | MELM2 | TWO INPUT DOOR MODULE | \$7.29 | \$36.45 |
| 1.00 | AL600ULACM | POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLER | \$284.26 | \$284.26 |
| 5.00 | 5395-CK100 | THINLINE II SWITCH PLATE READER (5-16 VDC) BLACK | \$153.01 | \$765.05 |
| 5.00 | CL371EU-LL-626-24V-REX | SARGENT 10 LINE ELECTRIFIED CYLINDRICAL | \$484.77 | \$2,423.85 |
| 5.00 | K-DLA | ARMOR DOOR LOOP 1/4"ID,FLEX,18 | \$27.13 | \$135.65 |
| 10.00 | BH-71-628 | PUSH PLATE, 4X16", US28 BRUSHED ALUMINUM FINISH | \$7.29 | \$72.90 |
| 5.00 | 2505A-L | ALUMINUM HOUSING ARMORED CABLE CONTACT, CLOSED LOOP, WIDE GA | \$26.66 | \$133.30 |
| 1.50 | COMPOSITE | COMPOSITE CABLE 22/6SH, 22/4NS, 18/4NS, 22/2NS | \$772.20 | \$1,158.30 |
| 1.00 | MISC | ACS MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNECT | \$241.31 | \$241.31 |
| 1.00 | ME219-1S | SARIX IME SERIES MD W/SUREVISION 2.0, 2MP | \$771.34 | \$771.34 |
| 1.00 | IME219-1ES | SARIX E ENV SM POE MDOME 2MP SV CL | \$900.04 | \$900.04 |
| 1.00 | IMM12018-1EP | OPTERA IMM 12MP 180 ENV VANDL PEND MT | \$1,586.44 | \$1,586.44 |
| 1.00 | WMVE-SR | WALL MOUNT VANDAL 1.5IN NPT LT GRAY | \$51.19 | \$51.19 |
| 3.00 | DS-SW-CAM | DS CAMERA LICENSE FOR IP CAMERAS | \$134.99 | \$404.97 |
| 1.00 | W244P-2274BL | CAT 6 23/4P CMP BLUE BOX IMP | \$400.40 | \$400.40 |
| 1.00 | ICMPP02460 | CAT6 24-PORT NETWORK PATCH PANEL | \$102.95 | \$102.95 |
| 3.00 | ICPCSK05BL | 5-FT CAT6 PATCH CABLE BLUE | \$2.79 | \$8.37 |
| 1.00 | MISC | CCTV MISCELLANEOUS MATERIALS- CONDUIT, MOUNTING HDWR, CONNEC | \$150.15 | \$150.15 |
| 3.00 | PROGRAMMING | PROGRAMMING & COMMISSIONING | \$65.00 | \$195.00 |

| | |
|-----------------|-------------|
| Subtotal | \$13,953.19 |
| Labor | \$3,120.00 |
| Tax | \$1,020.98 |
| Total | \$18,094.17 |

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TERMS AND CONDITIONS

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by ASSI Security of Arizona (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting, initial parts and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) to Thirty (30%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Arizona; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorney's fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **LIABILITY** Systems designed, installed or provided by ASSI Security of Arizona are industry standard tools to assist in providing deterrent to crimes against personnel and property, and for the purpose of historical documentation of such events. Customer is advised that these systems do not guarantee 100% immunity from criminal acts and ASSI Security of Arizona accepts no liability for loss or damage incurred by customer should a crime be committed against customer in spite of security measures taken.
8. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
9. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
10. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic temperature control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
13. **ACCEPTANCE OF TERMS** this proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.