

AGREEMENT FOR VIDEO SURVEILLANCE EQUIPMENT AND INSTALLATION

This agreement to provide video surveillance equipment and installation services (“Agreement”) is made and entered into this December 3, 2013 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”), and Leverage Information Systems, Inc. (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to provide and install video surveillance equipment (the “Services”) for City’s Hazardous Waste Collection Facility located at 500 Kansas Street in the City of Redlands.
- 1.2 Contractor and its subcontractors shall possess all appropriate State contractors’ licenses required for the work to be performed in connection with the performance of the video surveillance equipment installation work, and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 The specific Services which Contractor shall perform are more particularly described in Exhibit “A,” which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Project are on file at City’s Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Contractor shall guarantee the Services against defective materials or workmanship for a period of (1) year from the date of completion date, except where longer warranty periods for such materials are specifically stated. All work which has been rejected, shall be remedied, removed or replaced, by Contractor, at its own expense. Any omission or failure on the part of City to discover, or notify Contractor of, defective work or material at the time of construction shall not be deemed acceptance of such work or materials by City, and Contractor shall correct such defective work or materials prior as a condition of City's acceptance of the Services. During the (1) one year warranty period, should Contractor fail to remedy defective material and/or workmanship within five (5) business days after written notice by City, City may remedy the same, and the cost therefor shall be chargeable to, and payable by, Contractor. Nothing in this section 2.8 shall be construed to limit the right of City to immediately correct conditions which may adversely affect the public health, safety or welfare. Should such unsafe conditions later be found to be caused by Contractor's defective material or workmanship, Contractor shall reimburse the City for the costs reasonably incurred by City in correcting such conditions.
- 2.9 Simultaneously with the execution of this Agreement, Contractor shall furnish a faithful performance bond and a labor and material bond, in an amount equal to one hundred percent (100%) of the Contract price. Said bond shall provide that if Contractor or its Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the Services contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act of Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the Court. All bonds shall be secured from surety companies satisfactory to City and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Contractor shall commence the Services upon City's delivery to Contractor of a written "Notice to Proceed."
- 3.2 Contractor shall complete the Services within thirty (30) calendar days from and after the date of City's issuance to Contractor of the Notice to Proceed.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 City shall pay Contractor the sum of Twenty Three Thousand Four Hundred Fifty Two and 19/100 Dollars (\$23,452.19) with a construction contingency of up to Ten percent (10%) of the Agreement amount as complete compensation for the Services. The construction contingency is intended to allow for unforeseen expenses that may arise from design or engineering anomalies that may require the purchase of additional equipment.
- 4.2 Payments by City to Contractor shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.3 All notices shall be made in writing and shall be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:
City of Redlands
35 Cajon Street
P.O. Box 3005 (Mailing)
Redlands, CA 92373

Contractor:
Leverage Information Systems, Inc.
3100 East Cedar Street, Suite 13
Ontario, CA. 91761

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this section 4.3.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 All insurance required by this Agreement shall be maintained by Contractor throughout Contractor's performance of the Services, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.
- 5.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance for its employees throughout the performance of the Services pursuant to Labor Code sections 3700 and 1860, in an amount which meets statutory requirements, with an insurance carrier acceptable to City. Contractor shall execute and deliver to City a Worker's Compensation Insurance Certification in the form attached hereto as Exhibit "B" prior to commencement of the Services.
- 5.3 Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, and its officers, employees and agents, in performing the Services.
- 5.4 Contractor is expressly prohibited from assigning any of the work associated with the Services without the prior written consent of City. In the event of agreement by the Parties to assign a

portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.

- 5.5 Contractor shall secure and maintain in force throughout its performance of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.6 Contractor shall secure and maintain in force throughout its performance of the Services business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used for the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.7 The failure of Contractor to complete the work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Contractor shall pay to City, or have withheld from monies due it, the sum of \$500 for each consecutive calendar day in excess of the specified time for completion of the Services. Execution of this Agreement shall constitute agreement by City and Contractor that \$500 per day is the estimated damage to City caused by the failure of Contractor to complete the Services within the allowed time. Such sum represents liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 6.2 All documents, records, drawings, electronic data files and data bases, photographic prints and negatives, designs and specifications, cost estimates, and other documents developed by Contractor for the Services shall become the property of City and shall be delivered to City upon completion of the Services, or earlier termination of this Agreement.
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with respect to the performance of the Services and not an employee of City. All personnel employed by Contractor to perform the Services are for its account only, and in no event shall Contractor or

any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.

- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 6.5 City may terminate this Agreement for any reason, at any time at its sole discretion, upon two (2) business days prior written notice to Contractor.
- 6.6 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.7 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

LEVERAGE INFORMATION SYSTEMS, INC.

By: _____
Pete Aguilar, Mayor

By: _____

ATTEST

Sam Irwin, City Clerk

EXHIBIT “A”
Scope of Services

Surveillance Design

Overview

This design proposal is for a camera installation at the Hazardous Waste Collection Facility in the city of Redlands. This surveillance deployment will be incorporated into the existing city wide surveillance deployment in the Redlands Police Department, consisting of IndigoVision core components.

The surveillance will be comprised of (2) Fixed and (1) PTZ Cameras (Pan Tilt Zoom) installed at two locations.

Primary location will be at the Northwest corner of the Fire Department Mechanic Shop where (1) fixed camera will be installed to monitor the driveway utilizing (2) virtual trip wire analytics. Also a Pan/Tilt/Zoom camera will be installed with the capability of viewing a majority of the Waste Collection area. Lastly one-way audio will be installed for remote activation capability.

The Secondary location will be at on a light pole located at the entrance of the Waste Collection facility. At this location we will be installing (1) Fixed camera to monitor the entrance utilizing (2) virtual trip wires analytics. An LSN 1050 wireless radio will be used to transmit the video signal back to the Primary location.

Network

From the Primary location a single Cat5e Cable will be installed to terminate at in the Mechanic Shop – Parts Office where the Cities Fiber network is located. The Leverage installed Cat5e will be connected to a media converter and connected to the cities available fiber. This will require the assistance to Redlands PD IT Department.

Live Video & Recorded Video viewing will be accomplished at the Redlands Police Departments EOC Dispatch Center using IndigoVision's Control Center software and existing viewing stations. Each PTZ Camera will be controllable from each Viewing Station.

Video Recording will be accomplished by using the cities existing video storage. City to determine which NVR to record do and provide information to engineers prior to installation. City also to ensure available recording licenses to accommodate these 3 cameras. Live & Recorded Video quality will be 4SIF 30 frames per second and capped at 1Mbps data rate.

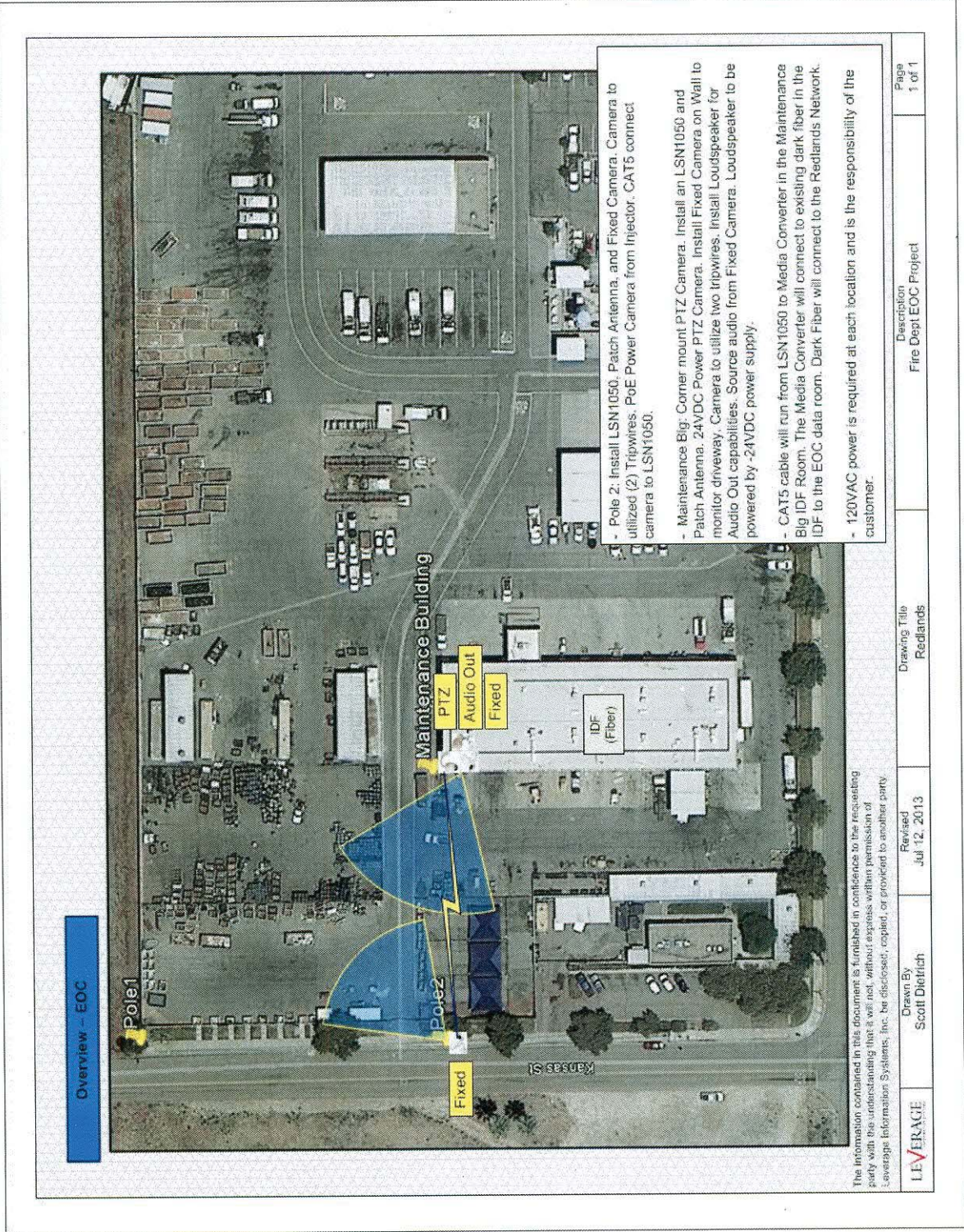


Figure 1: Design Overview

Project Ownership

Customer – City of Redlands

1. 110VAC is required at each surveillance pole and is the responsibility of the customer.
2. All permits required for completion of this project will be the responsibility of the customer.
3. The customer shall be responsible for any traffic management (if applicable) required by the city of Redlands. This would include any cost associated with this process if Leverage was to provide this service.
4. The customer shall make provision to allow Leverage staff access to any location on the facility during any portion of this installation to complete installation. Delays or the inability to allow access will result in change orders for time spent attempting to install equipment.

Customer Contact:

Russ Dalzell, Lt. Ret.
Redlands Police Department
rdalzell@redlandspolice.org

Leverage Information Systems (Leverage IS)

1. Installation of all Cameras, networking devices, wireless devices for this surveillance project will be the responsibility of Leverage IS.
2. Configuration of all Cameras, networking devices, wireless devices for this surveillance project will be the responsibility of Leverage IS.
3. Integration of this equipment into the Redlands Surveillance Network will be the responsibility of Leverage IS.
4. On going Maintenance and Support (if purchased).

Total Cost Summary

Taxable Totals		PRICE
Hardware		\$14,272.47
Shipping & Handling (Taxable)		\$325.80
	Sub total	\$14,598.27
Sales Tax (RATE%)	0.0800	\$1,167.86
Non-Taxable Totals		
Shipping & Handling (Non-Taxable)		\$0.00
Maintenance		\$1,406.47
External Labor (Move into Labor, enginr....)		\$128.58
Labor, Engineering, Project Management, Travel, Training and Per Diem		\$6,151.00
	Bonding Job Sub-Total	\$21,829.94
Bonding	0.00%	\$0.00
Total Project Price		\$23,452.19

Payment schedule (including tax):

- 50% - Start-up
- 25% - Progress Payment
- 25% - Project Completion

Project billing will be based on the summary above:

- Project Start-up will be billed at initial project kick-off (i.e. before product procurement, charter completion, scheduling, etc.)
- Progress Payment (25%) during project installation/configuration
- Project Completion (25%) at project close

This project will be billed as a **Prevailing Wage Project**

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Project: Furnish and install video surveillance equipment in the City of Redlands

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Leverage Information Systems, Inc.

Date: _____

By: _____

Contractor's License No.