MATERIALS AND INSTALLATION CONTRACT

THIS CONTRACT made and entered into this day of June, 2013 by and between CONTROL COMMUNCIATIONS, INC., hereinafter referred to as "Independent Contractor," whose mailing address is 3650 Hacienda Boulevard, Suite C, Davie, Fort Lauderdale, Florida 33314 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the Police Department is in need of equipment, materials and installation and other professional services for the expansion of various technology projects;

WHEREAS, Independent Contractor is qualified to provide the equipment, material and to perform the installation services for technological expansion of the Police Department; and the Police Department desires to engage the services of the Independent Contractor; and

WHEREAS, The City advertised RFP #384-13 and Independent Contractor was chosen by committee as the lowest responsible responsive bidder for the project.

NOW THEREFORE, In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

- 1. The Independent Contractor agrees to provide equipment and related materials to the City and perform installation services for technologies expansion of the Police Department in the Scope of Work set forth in Exhibit "A", and the Fee Schedule set forth in Exhibit "B".
- 2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid. However, to the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
- 3. The term of this Contract shall expire three (3) years from the effective date. The effective date of this Contract shall be that date on which the last party has executed this Contract. The City shall have the right, but not the obligation, to extend the term of this Contract for up to two (2) additional, one (1) year periods following the expiration of the Initial Term. Upon renewal of the contract, the maximum increase in price will be 3 percent.
- 4. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

- 5. The City agrees to compensate the Independent Contractor in the amount of as set forth in Exhibit "B", Fee Schedule. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
- 6. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
- 7. The City's representative during the performance of this Contract shall be Acting Assistant Chief of Police, Michael B. Madden, telephone number 561-845-4153. The Independent Contractor shall report to and submit requests for payment to the City's representative during the term of this Contract.
- 8. All notices required under this Contract shall be sent by certified mail, return receipt requested to the addressed as follows:

The City:

Attn: Michael B. Madden

Acting Assistant Chief of Police

City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, Florida 33404

Independent Contractor:

Attn: Carolyn Hodge

Control Communications, Inc. 3650 Hacienda Blvd., Ste. C Davie, Florida 33314

- 9. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
- 10. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- 11. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

- 12. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.
- 13. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.
- 14. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.
- 15. Prior to execution of this Contract by the City the Independent Contractor shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Contract.
- 16. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.
- 17. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.
- 18. The Independent Contractor shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute section 440.02.

- 19. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."
- 20. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.
- 21. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
- The Independent Contractor shall not be considered in default by reason of any 22. failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.
- 23. The Independent Contractor does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract.
- 24. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

- 25. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall NOT commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.
- 26. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.
- 27. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.
- 28. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.
- 29. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.
- 30. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 31. All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because

of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

- 32. Time is of the essence in all respects under this Contract.
- 33. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

SIGNATURES ON FOLLOWING PAGE

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

CONTROL COMMUNICATIONS, INC.

BY: A A MASTER

MAYOR

BY:

ATTEST:

(SEAL)

BY:

CARRIE E. WARD, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BV.

PAMALA H. RYAN

CITY ATTORNEY

DATE: <u>5 29</u>

APPROVED AS TO TERMS AND

CONDITIONS

BY

CLARENCE D. WILLIAMS, III

CHIEF OF POLICE

EXHIBIT "A"

SCOPE OF WORK

OVERVIEW

The Independent Contractor will provide IT Services, equipment, and materials in support and expansion of various technological projects, to include, but not limited to: Mesh Network, Wireless IP Camera Network, In-Car Video, Laptop Support, 800 MHz Radio System, Emergency Vehicle Lighting/Equipment, and General On-site IT Support.

The Independent Contractor will be responsible for coordination and implementation of the following technology projects listed below as well as current and future projects established by the Police Department:

Additionally, the Independent Contractor is required to have expert level knowledge and support for the following projects:

Motorola Mesh Technology and NetMotion.

The scope of service will include the following:

MESH

The Mesh Network and Wireless IP Camera Network include the following components:

OTY SYSTEM EQUIPMENT

- MISC (Mobile Internet Switching Control) 1
- AP Units (Canopy Access Points) 11
- Sony Cameras (RX55ON 360 PTZ White Camera) 22
- CMM Units (Canopy Cluster Management Module) 3
- IAP Units (MESH Intelligent Access Points) 30
- MWR Units (MESH Wireless Router) 60
- PTP58400 Lite Connectorized End Complete Hops 4
- SM Units (Canopy Subscriber Module) 37
- ONSSI Software Support and Licenses 22

PANASONIC ARBITRATOR 360

The Panasonic Arbitrator 360 In-Car Video System includes the following components:

OTY SYSTEM EQUIPMENT

- Arbitrator In-Car Systems (VPU, Camera, Microphones, Antennas, Memory Cards) 35
- Wireless access points Motorola Access Point AP 650 & Motorola Model Rfs 4010 3 Switch
- Arbitrator Software (Backend Administrator, Backend Client, and Frontend) 1
- Backend Server Dell server with 11 terabyte external storage
- Number of Laptops with Frontend Software Installed 100

LAPTOP SUPPORT

Laptop Support includes the following components:

QTY SYSTEM EQUIPMENT

- 100 Dell Laptops E6510
- 13 Panasonic Laptops CF53
- 60 Rugged Jet 4 Mobile Printers
- 5 Brother Pocket Jet 6 Mobile Printers
- 100 CJIS Compliant Advanced Authentication Clients/Server To Be Determined
- 120 NetMotion Clients/Server
- 100 Wireless Cards/Gobi

800 MHz RADIO SYSTEM

The 800 MHz Radio System Components include the following components:

QTY SMARTZONE RADIO EQUIPMENT

- 4 Gold Elite Consoles
- 1 CEB
- 4 Spectra Consolettes
- 4 MCC3600 Remotes
- 1 Dispatch Center
- 2 Control Stations
- 123 XTS5000 Portables (Police Dept)
- 9 XTS5000 Portables (Code Enforcement)

EMERGENCY LIGHTING AND EQUIPMENT

The Emergency Lighting and Equipment components are as follows:

QTY EMERGENCY EQUIPMENT

Vehicles equipment with standard emergency lighting and equipment, to include, but not limited to: Whelan LED 1 Tier--5X8-SLD-FSA, Whelan CenCom Controller, Whelan Vertex 4 Corner LED Clear, ProGuard P2600 Lexan Cage, Cargo Area Cage, ProGuard Prisoner Seat, Ram Tuff Box Center Console, American Aluminum SUV Vault, Whelan Dominator 0844000, Locks and Windows Inoperative

REQUIRED RESPONSE/SEVERITY TABLE

The Independent Contract will respond as follows:

Severity Table

Severity Level	Problem Types
Severity 1 On Site	 Response is provided continuously Major System failure 100% of System down This level is meant to represent a major issue that results in an unusable system, No work-around or immediate solution is available.
Severity 2 On Site	 Response during Standard Business Day Significant System Impairment not to exceed 33% of system down (i.e.: Camera out other than holding cells) System problems presently being monitored This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3 On Site not Required	 Response during Standard Business Day Intermittent system issues Information questions This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective.

Response Time Table				
Severity Level	Response Time			
Severity 1	Within 4 hours from receipt of notification Continuously (7x24x365)			
Severity 2	Within 4 hours from receipt of notification Standard Business Day (8x5)			
Severity 3	Within 24 hours from receipt of notification Standard Business Day (8x5) or mutually agreed between Control and Customer			

PROVIDED SERVICES

Level 1-Installer:

Technical labor consisting of but not limited to: Local infrastructure installation, repair and/or removal.

Level 2 - Service Technician:

Technical service and support such as but not limited to:

- Site Survey
- Computer, and camera, assessment programming and repair
- Imaging
- Radio System assessment, programming, tuning and repair (1st echelon)
- Staging
- Integration
- Troubleshooting

Level 3 - Service Specialist:

Certified service and support such as but not limited to:

- Software development
- System design
- System integration
- Network and security
- Broadband infrastructure
- Video Management System
- Integration and support of third party Software and/or System

Detailed service matrix by category System/Infrastructure Configuration, Integration Installation, Removal Configuration, Update Category and troubleshooting and/or relocation: and design Level 3 Level 2 Level 1 MESH Equipment Level 2 Level 3 Level 1 Camera equipment Level 2 Level 3 In-Car Video Level 1 Level 1 (include imaging Level 2 Level 3 Laptops without configuration) Level 2 Level 3 Level 1 Mobile Printers Level 2 – Repair provided Level 3 Level 1 Radio Equipment by Shop technician Emergency Vehicle Level 3 Level 1 Level 1 lightning Emergency Vehicle Level 1 Level 1 Level 3 Equipment Level 3 Level 2 Level 1 IT Peripherals Level 2 Level 3 Level 1 Misc. IT Supplies Misc. Vehicle Level 3 Level 2 Level 1 Installation Shop Supplies

REPORTING

The City of Riviera Beach will be provided with a monthly report of the job status as the project progresses. A paper report will be utilized until an electronic version becomes available.

EXHIBIT "B" FEE SCHEDULE

SECTION 1: RATES

Pre-negotiated Rates

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Personnel Type	Rate per hour M-F, 8AM-5PM	Non-Business Hour Rate	Services Included
Level 1 Installer	\$80.00	\$120.00	See Scope of Work
Level 2 Service Technician	\$100.00	\$150.00	See Scope of Work
Level 3 Service Specialist	\$160.00	\$240.00	See Scope of Work

^{*}Attachment describes services included at each level

Standard Hourly rates:

Personnel Type	Rate per hour M-F, 8AM-5PM	Non-business Hour Rate	Services Included
Level 1 Installer	\$100.00	\$150.00	See Scope of Work
Level 2 Service Technician	\$130.00	\$195.00	See Scope of Work
Level 3 Service Specialist	\$225.00	\$337.50	See Scope of Work

^{*}Attached appendices, as needed, to describe services included at each level

Note: Standard hourly rates will be applied for services which are not part of a negotiated open Purchase Order.

Bucket Truck Usage —four (4) hours increments Includes one (1) installer	\$550.00
Bucket Truck Usage –eight (8) hours increments Includes one (1) installer	\$995.00

SECTION 2: FIELD LABOR

Pre-negotiated hourly Rates:

Type	Rate per hour M-F, 8AM-5PM	Non Business Hour Rate*	lý Condition
Level 1-Installer	\$80/hr.	\$120/hr.**	Based on four (4)hour increments
Level 2-Service Technician	\$100/hr.	\$150/hr.**	Based on four (4) hour increments
Level 3-Service Specialist	\$160/hr.	\$240/hr.**	Based on two (2) hour increments

Standard Hourly rates: Type	Rate per hour M-F, 8AM-5PM	Non Business Hourly Rate*	Condition
Level 1-Installer	\$100/hr.	\$150/hr.	Plus Trip charge**
Level 2-Service Technician	\$130/hr.	\$195/hr.	Plus Trip charge**
Level 3-Service Specialist	\$225/hr.	\$337.50/hr.	Plus Trip charge**

^{*}All non-business hour rates are charged at 1 ½ times the standard hourly rate.

SECTION 3: SHOP LABOR

The labor rate for shop labor (8:00AM-5:00PM, M-F, normal business days) is \$65 per hour, minimum one (1) hour. This rate applies to all routine man-hours used during shop repairs. If pickup and delivery is required a flat trip rate charge of \$60 will apply for this service within the CONTROL COMMUNICATIONS LOCAL SERVICE AREA. Minimum invoice for shop labor with pickup and delivery is \$125.

SECTION 4: EMERGENCY RESPONSE SERVICE (ERS)

If Emergency Response is included in your service plan there is no charge for event covered under the terms of the contract.

If Emergency Response is not included in your service plan charges will be applied as listed below. A purchase order or advance agreement will be required for this service response. Minimum hourly charge is 2 hours and applies portal to portal:

<u>WHEN</u>	DESCRIPTION	HOURLY	MIN. CHARGE
Normal Workdays	8:00AM - 5:00PM, M-F	\$100	\$200
After Hours	All other times and Holidays	\$225	\$450

If the ERS call is handled by telephone communication only (technician not required to go anywhere or contact other personnel), the two (2) hour minimum is reduced to one (1) hour minimum. CUSTOMER is charged for an ERS call once the ERS call/selection is made. The ERS program is not intended to be used for leaving messages which request CONTROL COMMUNICATIONS to respond the next business day.

A request for ERS response is a request for CONTROL COMMUNICATIONS to execute "Control Communications effort" to resolve the customer problem. If CONTROL COMMUNICATIONS responds, and effort is expended, appropriate billing will occur for services rendered. The payment of ERS billing is not a customer determined factor, depending on whether "satisfactory" resolution of the problem occurred.

^{**}A flat trip rate charge of \$60 will apply before and after regular business hours (Monday through Friday, 8AM to 5PM) and for services which are not part of a negotiated open Purchase Order within the CONTROL COMMUNICATIONS LOCAL SERVICE AREA.

SECTION 5: EQUIPMENT AND MATERIALS

Equipment / Materials Pricing

Equipment/Material Category	% over documented cost	OR	% Discounted from Documented List
MESH Equipment	12		
Camera Equipment	12		
In-Car Video	5		
Laptops	5		
Mobile Printers	10		
Radio Equipment	10		
Emergency Vehicle Lighting	10		
Emergency Vehicle Equipment	10		
IT Peripherals	12		
Misc, IT Supplies	12		
Misc. Vehicle Installation Shop Supplies	10		

SECTION 6: REMOTE SUPPORT AND TELEPHONE TECHNICAL SUPPORT

This service applies to programming requests for CONTROL COMMUNICATIONS equipment accessed electronically, and to telephone technical support requests. Requests are handled with routine priority, during normal working hours. If outside normal business hours, ERS rates apply, as described above.

COST: \$120 per hour. Minimum invoice billing is \$65.

Requests received before 9:00 AM regular business hours will be handled the same day. <u>Immediate</u> programming or telephone technical support requests shall be considered an ERS call and those rules and pricing shall apply. A standing purchase order or other method of authorization will be required at the time services are provided.

SECTION 7: LOCAL SERVICE AREA DEFINITION

Local service area is defined as any service call within a one hour normal drive time from the CONTROL COMMUNICATIONS office or home base of where the service technician is being dispatched from.

SECTION 8: TRAVEL

A flat trip rate charge of \$60 will apply before and after regular business hours (Monday through Friday, 8AM to 5PM) and for services which are not part of a negotiated open Purchase Order within the CONTROL COMMUNICATIONS LOCAL SERVICE AREA.

Charges applicable for work outside of LOCAL SERVICE AREA:

Travel time:

\$60 per hour per person

Per Diem:

\$175 per day per person (Additional fees may apply depending on location)