

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CLIMATEC LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of June 5, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Climatec LLC, an Arizona limited liability (the “Contractor”).

**RECITALS**

A. After a competitive procurement process, 1 Governmental Procurement Alliance (“1GPA”) entered into Contract No. 16-04P-03, dated May 2, 2016, as amended on April 21, 2017, and as amended on April 13, 2018 (collectively, the “1GPA Contract”). The 1GPA Contract is incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town and Contractor entered into a Cooperative Purchasing Agreement (Contract No. C0217-115), dated June 21, 2017 (the “Agreement”), based upon the 1GPA Contract, for Contractor to provide the Town with fire and safety inspections, products and service solutions, namely the provision of security cameras and related software and hardware and installation services of the same (the “Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services from Contractor are necessary (the “Additional Services”) to (i) outfit Four Peaks Park, Fountain Park, and Golden Eagle Park with security camera systems; (ii) provide fire suppression systems inspection and repairs; and (iii) provide and install panic alarms and associated alarm monitoring.

D. The Town and Contractor desire to enter into this First Amendment to extend the term of the Agreement and increase the compensation authorized by the Agreement for the Additional Services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and the Agreement shall remain in full force and effect until June 4, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town is authorized to pay Contractor a total amount not to exceed \$170,000.00 for the Additional Services, in accordance with the terms of this paragraph. The Town is authorized to pay up to \$150,000 for the Additional Services described in Section (C)(i), upon the Contractor's submission of proposals for materials and services consistent with IGPA Contract, and upon acceptance of such proposals by the Town. Each such proposal shall be attached as Exhibit A hereto. The Town is authorized to pay up to \$20,000 for the Additional Services described in (C)(ii) and (C)(iii), in accordance with the proposals attached as Exhibit B hereto. The effect of this First Amendment is to increase the aggregate not-to-exceed compensation under the Agreement from \$22,930.64 to \$192,930.64.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona Municipal Corporation

  
Grady E. Miller, Town Manager

ATTEST:

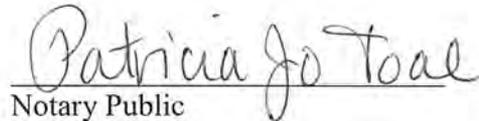
  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On June 5, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

CLIMATEC LLC  
an Arizona limited liability company

By: Ray Gilley

Name: Ray Gilley

Its: V.P. Security & Life Safety

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On May 24<sup>th</sup>, 2018, before me personally appeared Ray Gilley, the V.P. Security + Life Safety of Climatec, an Arizona limited liability corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of Climatec LLC.

Tricia Romano  
Notary Public

(Affix notary seal here)



EXHIBIT A  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CLIMATEC LLC

[PROPOSALS FOR PARKS CAMERAS]

See following pages.

# SECURITY & LIFE SAFETY

WE MAKE BUILDINGS WORK FOR YOU



## A CLIMATEC SOLUTION

Town of Fountain Hills - Fountain Park Video

Prepared for  
Town of Fountain Hills

3/26/2018

Presented by

Doug Acosta

Salesperson

# CLIMATEC SOLUTION PROPOSAL

**Town of Fountain Hills**  
**Mike Ciccarone**  
**16705 E. Avenue of the Fountains**  
**Fountain Hills, AZ 85268**

**Project Address:**  
12925 N Saguaro Blvd  
Fountain Hills, AZ 85268

**Project Bid per:**  
Plans: N/A  
Specs: Per IGPA #16-04P-03

**Pricing Per IGPA Contract # 16-04P-03**

## **General Summary**

Climatec will supply and install (2) two 1080P cameras at the Fountain Park Restroom building. Two multi-sensor cameras will be installed on adjacent corners to provide an overview of the park area.

A video storage appliance will be installed in the building. The appliance will supply power to the cameras and act as the data storage for the video. The appliance will be connected to the Town of Fountain Hills network for viewing.

City of Fountain Hills will supply adequate mounting area in approved locations including conduit, j-boxes, enclosures.

## **Testing and Final Commissioning**

Final testing and final commissioning reports will be completed and supplied to the city.

## **Installation Schedule**

The project installation will be done during normal business hours 6am to 4pm Monday-Friday.

## **Warranty**

Climatec will honor a one-year warranty on all newly installed equipment.

## EXCLUSIONS

- After hours labor.
- Mass notification speaker system.
- Emergency Call Boxes.
- Keying.
- Underground conduit and cabling between new and existing buildings.
- 120 VAC by electrical contractor.
- Patching and Painting.
- Concrete pad and trenching.
- Conduit, j-boxes, racks, wire pathways by others.
- Viewing PC's for access control and video by Owner.
- Knox Boxes by Others.
- Monitoring charges, telephone lines and communications for monitoring do not form part of this proposal.

# MATERIAL LIST

Qty	Part No	Description	Unit Price	Ext Price
<b>Fountain Park Video</b>				
1	VMA-AS1-16P09	HD Video Appliance Pro 16-port 9TB unit with ACC Standard 16-ch license	\$6,568.66	\$6,568.66
2	12W-H3-4MH-DP1-B	4x 3 MP, Pendant Multisensor camera, 2.8-8mm f/1.3	\$1,902.99	\$3,805.98
2	CM-MT-WALL1	Pendant wall arm for H4 Fisheye (needs H4F-MT-NPTA1), H4SL (needs H4SL-MT-NPTA1), H4 PTZ or H3-xMH-DP-B cameras.	\$62.69	\$125.38
2	H3-MH-NPTA1	Replacement female NPT adapter for use with H3 PTZ H4 PTZ and H3 Multisensor cameras.	\$22.39	\$44.78
2	MNT-AD-CORNER	Corner mount adapter for use with MNT-PEND-WALL, H3-BO-JB or HD Bullet Camera	\$80.60	\$161.20
2	POE-INJ2-PLUS-NA	ingle port POE+ injector, for use with H4 PTZ in-ceiling or pendant variants in temperature range of -10°C to +50°C (14°F to 122°F); compatible with indoor (in-ceiling) models or outdoor models instal	\$69.23	\$138.46
250	555610	24-4P UNS SOL CMP C5E Wht Jkt	\$0.24	\$60.00

# PROPOSAL COST SUMMARY

## Security and Life Safety System Project Cost Breakout

### Installation Investment

Material	\$10,904.84
Technician Labor	\$3,096.78
Project Management	\$405.88
Material Freight	\$146.07
Material Tax	\$628.10
<b>Grand Total</b>	<b>\$15,181.67</b>

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

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Customer Name (Printed):

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Customer Signature:

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Date:

# TERMS & CONDITIONS

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

- SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec Building Technologies Group (Climatec), shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) Without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec for any cost or expenses without Climatec's written consent.  
Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.
- INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
- MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
- WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
- COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
- DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
- INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
- OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
- ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
- SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

# SECURITY & LIFE SAFETY

WE MAKE BUILDINGS WORK FOR YOU



## A CLIMATEC SOLUTION

Town of Fountain Hills Four Peaks Park Video

Prepared for  
Town of Fountain Hills

3/26/2018

Presented by

Doug Acosta

Salesperson

# CLIMATEC SOLUTION PROPOSAL

**Town of Fountain Hills**  
**Mike Ciccarone**  
**16705 E. Avenue of the Fountains**  
**Fountain Hills, AZ 85268**

**Project Address:**  
14789-14827 N Del Cambre Ave.  
Fountain Hills, AZ 85268

**Project Bid per:**  
Plans: N/a  
Specs: Pricing per IGPA Contract #16-04P-03

**Pricing Per IGPA Contract # 16-04P-03**

## **General Summary**

Climatec will supply and install (2) two 1080P cameras with infrared illumination. The multi-sensor camera will be mounted on the front wall of the park building to view the parking lot, ramada area and some of the field. The dome camera will be mounted on the back side of the wall to view the bridge entrance / exit.

Climatec will pull cable through the provided conduit back to the NVR location within the building. A video storage appliance will be installed in the IDF location. The appliance will supply power to the cameras and act as the data storage for the video. The appliance will be connected to the Town of Fountain Hills network for viewing.

City of Fountain Hills will supply conduit, power and adequate mounting in approved locations.

## **Testing and Final Commissioning**

Final testing and final commissioning reports will be completed and supplied to the city.

## **Installation Schedule**

The project installation will be done during normal business hours 6am to 4pm Monday-Friday.

## **Warranty**

Climatec will honor a one-year warranty on all newly installed equipment.

## EXCLUSIONS

- After hours labor.
- Mass notification speaker system.
- Emergency Call Boxes.
- Keying.
- Underground conduit and cabling between new and existing buildings.
- 120 VAC by electrical contractor.
- Patching and Painting.
- Concrete pad and trenching.
- Conduit, j-boxes, racks, wire pathways by others.
- Viewing PC's for access control and video by Owner.
- Knox Boxes by Others.
- Monitoring charges, telephone lines and communications for monitoring do not form part of this proposal.

# MATERIAL LIST

Part Qty No	Description	Unit Price	Ext Price	
Four Peaks Park Video				
1	VMA-AS1-8P4	HD Video Appliance Pro 8-port 4TB unit with ACC Core 8-ch license	\$2,458.21	\$2,458.21
1	9W-H3-3MH-DP1-B	3x 3 MP, Pendant Multisensor Camera, 2.8-8mm f/1.3	\$1,679.10	\$1,679.10
1	POE-INJ2-PLUS-NA	Single port POE+ injector, for use with H4 PTZ in-ceiling or pendant variants in temperature range of -10°C to +50°C (14°F to 122°F); compatible with indoor (in-ceiling) models or outdoor models installed	\$67.16	\$67.16
1	MNT-PEND-WALL	Compact wall bracket for use with H3PTZ-DP and H3-DP Pendant Dome Cameras	\$80.60	\$80.60
1	MNT-AD-POLE-B	Pole mount adapter for use with MNT-PEND-WALL, H3-BO-JB or HD Bullet Camera	\$80.60	\$80.60
200	555610	24-4P UNS SOL CMP C5E Wht Jkt	\$0.24	\$48.00
1	3.0C-H4A-DO1-IR	3.0 Megapixel WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.3 P-iris lens, Integrated IR, Self-Learning Video Analytics	\$926.87	\$926.87

# PROPOSAL COST SUMMARY

## Security and Life Safety System Project Cost Breakout

### Installation Investment

Material	\$5,340.87
Technician Labor	\$1,839.99
Project Management	\$411.94
Material Freight	\$71.57
Material Tax	\$307.74
<b>Grand Total</b>	<b>\$7,972.11</b>

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

---

Customer Name (Printed):

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Customer Signature:

---

Date:

# TERMS & CONDITIONS

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec Building Technologies Group (Climatec), shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) Without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec for any cost or expenses without Climatec's written consent.  
Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.
2. **INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
4. **WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
8. **COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
15. **SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

# SECURITY & LIFE SAFETY

WE MAKE BUILDINGS WORK FOR YOU



## A CLIMATEC SOLUTION

Town of Fountain Hills Golden Eagle Park Video

Prepared for  
Town of Fountain Hills

3/26/2018

Presented by

Doug Acosta

Salesperson

# CLIMATEC SOLUTION PROPOSAL

Town of Fountain Hills  
Mike Ciccarone  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268

**Project Address:**

**Project Bid per:**

Plans: N/A

Specs: Pricing per 1GPA Contract # 16-04P-03

**Pricing Per 1GPA Contract # 16-04P-03**

## **General Summary**

Climatec will supply and install (3) three 1080P cameras with infrared illumination and video analytics. Two multi-sensor cameras will be installed on adjacent corners to provide a 360 degree view around the main building. One camera will also be installed at the shade structure area and will communicate with the head end via a wireless point-to-point network device, which will transmit to another antenna mounted on top of the main building.

## **Shade Structure Area:**

The shade structure area will also receive (1) 5mp bullet camera. The camera will be mounted at the end of the structure and will wire back to a NEMA enclosure containing the switch and wireless antennae. Town of Fountain Hills to provide any conduit needed and will provide 110v power at the Network point-to-point system at the shade structure.

A video storage appliance will be installed in the IDF location of the main building. The appliance will supply power to the cameras and act as the data storage for the video. The appliance will be connected to the Town of Fountain Hills network for viewing.

City of Fountain Hills will supply adequate mounting in approved locations including conduit, j-boxes, power and NEMA enclosures.

## **Testing and Final Commissioning**

Final testing and final commissioning reports will be completed and supplied to the city.

## **Installation Schedule**

The project installation will be done during normal business hours 6am to 4pm Monday-Friday.

## **Warranty**

Climatec will honor a one-year warranty on all newly installed equipment.

## EXCLUSIONS

- After hours labor.
- Mass notification speaker system.
- Emergency Call Boxes.
- Keying.
- Underground conduit and cabling between new and existing buildings.
- 120 VAC by electrical contractor.
- Patching and Painting.
- Concrete pad and trenching.
- Conduit, j-boxes, racks, wire pathways by others.
- Viewing PC's for access control and video by Owner.
- Knox Boxes by Others.
- Monitoring charges, telephone lines and communications for monitoring do not form part of this proposal.

# MATERIAL LIST

Qty	Part No	Description	Unit Price	Ext Price
<b>Golden Eagle Park Video</b>				
1	VMA-AS1-16P09	HD Video Appliance Pro 16-port 9TB unit with ACC Standard 16-ch license	\$7,373.73	\$7,373.73
2	9W-H3-3MH-DO1-B	3x 3 MP, Outdoor Multisensor camera, 2.8-8mm f/1.3	\$1,679.10	\$3,358.20
250	555610	24-4P UNS SOL CMP C5E Wht Jkt	\$0.24	\$60.00
<b>Playground Area</b>				
1	5.0L-H4A-BO1-IR	5.0 Megapixel, LightCatcher, 4.3-8mm f/1.8 P-iris lens, Integrated IR, Self-Learning Video Analytics	\$1,034.33	\$1,034.33
1	H4-BO-JBOX1	Junction box for the H4A or H4SL HD Bullet cameras.	\$80.60	\$80.60
<b>Wireless Equipment</b>				
1	NWK1	Hardened Point-to-Point Wireless Ethernet Kit, Contains Client and Remote Units, power injection module, power supply and mounting assembly, Integrated 19dBi 17° beamwidth Antenna, For use in North Am	\$1,290.61	\$1,290.61
2	NWBKT	Bracket Kit for NetWave Products	\$48.29	\$96.58
3	DTK-MRJPOE	Power over Ethernet Surge Protection - RJ45 Connection, CAT5e	\$60.74	\$182.22
<b>Hardened POE Switch</b>				
1	Hardened POE Switch	EX34000 Industrial Unmanaged PoE Ethernet Switch	\$702.97	\$702.97

# PROPOSAL COST SUMMARY

## Security and Life Safety System Project Cost Breakout

### Installation Investment

Material	\$14,179.67
Technician Labor	\$4,735.42
Project Management	\$811.76
Material Freight	\$95.00
Material Tax	\$817.03
<b>Grand Total</b>	<b>\$20,638.88</b>

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

---

Customer Name (Printed):

---

Customer Signature:

---

Date:

# TERMS & CONDITIONS

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec Building Technologies Group (Climatec), shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) Without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec for any cost or expenses without Climatec's written consent.  
Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.
2. **INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
4. **WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, fire riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
8. **COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
15. **SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

EXHIBIT B  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
CLIMATEC LLC

[PROPOSALS FOR FIRE INSPECTION AND ALARM MONITORING]

See following pages.

# SECURITY & LIFE SAFETY

WE MAKE BUILDINGS WORK FOR YOU



## A CLIMATEC SOLUTION

Town of Fountain Hills Panic Buttons

Prepared for

TOWN HALL OF FOUNTAIN HILLS

5/22/2018

Presented by

Doug Acosta

Salesperson

# CLIMATEC SOLUTION PROPOSAL

**TOWN HALL OF FOUNTAIN HILLS**  
**Raymond Rees**  
**16705 E. AVE OF THE FOUNTAINS**  
**FOUNTAIN HILLS, AZ 85268**

**Project Address:**  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268

**Project Bid per:**  
Plans: Provided by the customer.  
Specs: Pricing per IGPA Contract #16-04P-03

Pricing per IGPA contract #16-04P-03.

Climatec will provide and install a monitored panic button alarm system.

The system will consist of (12) panic buttons, alarm panel with backup battery, wireless receivers and a keypad.

The panel and wireless panic buttons will be set up to alert the monitoring station where they will dispatch police immediately.

Annual alarm monitoring will be \$360.00 annually.

## EXCLUSIONS

- After hours labor.
- Mass notification speaker system.
- Emergency Call Boxes.
- Keying.
- Underground conduit and cabling between new and existing buildings.
- 120 VAC by electrical contractor.
- Patching and Painting.
- Concrete pad and trenching.
- Conduit, j-boxes, racks, wire pathways by others.
- Viewing PC's for access control and video by Owner.
- Knox Boxes by Others.
- Monitoring charges, telephone lines and communications for monitoring do not form part of this proposal.

# MATERIAL LIST

			Unit	
Qty	Part No	Description	Price	Ext Price
Town Hall Panic Buttons				
1	B4512-C-930	KIT B4512, B10, CX4010, B930	\$335.82	\$335.82
1	ENKIT-SDI2	INOVONICS WIRELESS INTERFACE KIT FOR GV4 PANELS. INCLUDES B820 SDI2 INTERFACE, INOVONICS EN4200 RECEIVER AND ENCLOSURE	\$231.34	\$231.34
1	EN5040-T	HIGH POWER REPEATER WITH TRANSFORMER	\$469.87	\$469.87
1	D126	BATTERY, 12V 7 AH	\$24.21	\$24.21
12	EN1235SF	SINGLE-BUTTON FIXED POSITION HOLD UP TRANSMITTER	\$92.51	\$1,110.12
200	002320	18-02 OAS STR CMP Wht Jkt	\$0.18	\$36.00

# PROPOSAL COST SUMMARY

## Security and Life Safety System Project Cost Breakout

### Installation Investment

Material	\$2,207.90
Technician Labor	\$2,554.43
Material Freight	\$44.38
Material Tax	\$127.22
<b>Grand Total</b>	<b>\$4,933.93</b>

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

---

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Customer Signature:

---

Date:

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11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
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## TECHNICAL SUPPORT AGREEMENT

***Date of Proposal:***

***TSA Start Date:*** June 2, 2018

***TSA End Date:*** June 1, 2020

***Service Dispatch Number:*** (602) 906-4151

***Service Dispatch Email:*** [PhxService@Climatec.com](mailto:PhxService@Climatec.com)

***Per 1GPA Contract #16-04P-03***

This proposal will provide **two (2) years** of technical support services for the following facility(s):

**BY AND BETWEEN:**

**CLIMATEC LLC**

Douglas Acosta

2851 West Kathleen Road

Phoenix, AZ 85053

Cell (480) 688-1022

[dacosta@climatec.com](mailto:dacosta@climatec.com)

**CLIENT:**

Town of Fountain Hills

16705 E. Avenue of Fountain Hills

Fountain Hills, Az. 85268

Raymond Rees

(480) 816-5180

[rrees@fh.az.gov](mailto:rrees@fh.az.gov)

## PROPOSAL OVERVIEW AND SCOPE OF SERVICES

**SCOPE OF SERVICES:**

- ✦ **System and Service Review.** Climatec, LLC will inspect your fire alarm, sprinkler system, and Fire Extinguishers at each location.
  
- ✦ **Inspection Reports.** Reports shall be provided through BuildingReports.com and shall be made available on line within seven (7) days of the inspection. Discrepancy repairs can be proposed either through the BuildingReports.com portal or via email as requested by the customer.

# PREVENTATIVE MAINTENANCE SCHEDULE

## **FIRE ALARM TEST & INSPECTION:**

### **Annually:**

- ✘ Test and inspect the main fire alarm panel and power supplies.
- ✘ Test and inspect the annunciator panel(s).
- ✘ Test and inspect initiating devices (smoke detector, heat detector, pull stations, etc.).
  - Smoke/Duct detectors shall be functionally tested the introduction of a canned aerosol smoke into the sensing chamber. A canned aerosol smoke that does not leave an oily residue shall be used for testing of smoke detectors because of the danger of fouling. Magnet testing does not satisfy a proper functional test of smoke detectors and shall not be used for functional testing. No device that uses an open flame or acrid smoke shall be used to test smoke detectors.
  - Heat Detectors shall be tested with a device that administers an accurate and controlled temperature heat source.
  - Manual Pull Stations shall be activated to verify operation, inspect electrical contacts, and ensure secure monitoring.
  - Device / detector cleaning for devices above 40% on Dirty Head list.
- ✘ Test and inspect notification devices (horn-chime, strobe, etc.).
  - Notification appliances shall be tested to ensure proper operation and decibel levels.
- ✘ Test and inspect output relay(s), as applicable (doors, dampers, etc.).
- ✘ Visual inspection service will be provided while on-site for system testing. Inspection of the installed system is intended to identify changes or modifications to the facility or operating environment (construction, ambient conditions, etc.) that could adversely affect equipment performance. Actual operating performance will be provided under system testing.
- ✘ Test and Inspect Fire Extinguishers
- ✘ Test sprinkler riser (Tampers & Water flows).
- ✘ ***Audible and visual signaling devices*** - shall be tested to ensure proper operation and decibel levels as required by NFPA 72.

### **Fountain Hills-Town Hall Bldg.:**

Main FACP	1	Remote Annunciator(s)	1
Pull Stations	4	Power Supplies	2
Smoke Detectors	32	Sprinkler Riser	1
Duct Detectors	6	Heat Detectors	4
Fire Extinguishers	23		

Annual Fire Alarm, Sprinkler, Monitoring,

& Fire Extinguisher cost: \$2,005.00

**Fountain Hills-Community Center:**

Main FACP	1	Remote Annunciator(s)	1
Pull Stations	4	-	
Smoke Detectors	70	Power Supplies	2
Duct Detectors	4	-	
Fire Extinguishers	10	Sprinkler Riser	1
		Heat Detectors	4

Annual Fire Alarm, Sprinkler, Monitoring

& Fire Extinguisher cost: \$2,495.00

**Fountain Hills-Library & Museum:**

Main FACP	1	Remote Annunciator(s)	1
Pull Stations	4	-	
Smoke Detectors	55	Power Supplies	2
Duct Detectors	4	-	
Fire Extinguishers	6	Sprinkler Riser	2
		Heat Detectors	4

Annual Fire Alarm, Sprinkler, Monitoring

& Fire Extinguisher cost: \$2,004.00

**Fountain Hills-Golden Eagle Park:**

Annual Fire Extinguisher	1		
Annual Fire Extinguisher cost:			\$Free

**Fountain Hills-Fountain Park:**

Annual Sprinkler Inspection 1

Fire Extinguisher 1

Annual Sprinkler & Fire Extinguisher cost: \$407.00

**Fountain Hills-Desert Vista:**

Annual Sprinkler Inspection 1

Fire Extinguisher 1

Annual Sprinkler & Fire Extinguisher cost: \$407.00

**Fountain Hills-Four Peaks Park:**

Annual Sprinkler Inspection 1

Fire Extinguisher 1

Annual Sprinkler & Fire Extinguisher cost: \$407.00

**Fountain Hills-Fire Station #1:**

Annual Sprinkler Inspection 1

Fire Extinguisher 1

Annual Sprinkler & Fire Extinguisher cost: \$407.00

**Fountain Hills-Fire Station #2:**

Annual Sprinkler Inspection 1  
Fire Extinguisher 1

Annual Sprinkler & Fire Extinguisher cost: \$407.00

**Street Maintenance Building:**

Risers 2  
Fire Extinguishers 12  
Pull Stations 2

Annual Sprinkler & Fire Extinguisher cost: \$509.00

## CHARGES

**CHARGES**

*Annual Inspections*

*Cost for all listed buildings: \$9,048.00*

**TESTING SCHEDULE:**

Inspection Type	Annual	2 <sup>nd</sup> Quarter	Semi-Annual	4 <sup>th</sup> Quarter
18096 Fire Alarm	June			
Sprinkler	June		December	
Fire Extinguisher	June			
Kitchen Hood "Community Center Only"	June		December	

**SERVICE CALL RATES:**

The following list contains the Customer Preferred labor rates that shall be used for services, provided by Climatec, LLC, that are requested by the Client for services not included in this agreement:

- ✳ Field Specialist (M-F 8:00 AM to 5:00 PM) \$100.00 per hr.
- ✳ Field Specialist (M-F after 5:00 PM, Sat., Sun., & Holidays) \$150.00 per hr.
- ✳ Software Specialist (M-F 8:00 AM to 5:00 PM) \$100.00 per hr.
- ✳ Software Specialist (M-F after 5:00 PM, Sat., Sun., & Holidays) \$100.00 per hr.

**Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge.

**ADDITIONAL SERVICES AVAILABLE UPON REQUEST:**

- |                                      |                             |
|--------------------------------------|-----------------------------|
| Smoke Detector Sensitivity Testing   | Video                       |
| Smoke Control/Smoke Evacuation       | Emergency/Exit Lights       |
| Smoke Fire Dampers                   | Fire Hydrants               |
| Air Sampling                         | Fire Hoses                  |
| Fire Pump                            | Protectowire                |
| Security                             | Pre-Action/Deluge Sprinkler |
| Fire Suppression: FM 200, CO2, Halon | Card Access                 |

**CUSTOMER APPROVAL:**

Town of Fountain Hills: (Authorized Person)  
Person)

Climatec LLC: Authorized

\_\_\_\_\_ DATE:

\_\_\_\_\_ DATE: