

**CONSTRUCTION AGREEMENT BETWEEN APACHE JUNCTION WATER  
UTILITIES COMMUNITY FACILITIES DISTRICT AND FIRE SECURITY  
ELECTRONICS & COMMUNICATIONS, INC. FOR VIDEO SURVEILLANCE  
SYSTEM AT BOOSTER STATION #1**

THIS AGREEMENT hereinafter made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between APACHE JUNCTION WATER UTILITIES COMMUNITY FACILITIES DISTRICT dba APACHE JUNCTION WATER DISTRICT hereinafter designated as "District", an Arizona Municipal corporation, and FIRE SECURITY ELECTRONICS & COMMUNICATIONS, INC., hereinafter "Contractor", an Arizona corporation, both of which may be identified as the "Parties" collectively or as a "Party" individually.

**RECITALS**

A. Contractor submitted a proposal dated June 29, 2023 in which Contractor asserted its willingness, ability and qualifications to provide this a comprehensive video surveillance system at District Booster Station #1 located at 660 West 16<sup>th</sup> Avenue, Apache Junction, Arizona (the "Work").

B. Contractor has the ability to install fully described in Attachment A.

C. The pricing terms of the 1 Government Procurement Alliance cooperative contract 21-07P-10, a copy which is on file with the District Director shall govern this Agreement.

**AGREEMENT**

NOW, THEREFORE, District retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with and as more fully described in the Notice Inviting Bid Proposals for Project No. 2023-05 Video Surveillance System at Booster Station #1 and in accordance with specifications, drawings and addenda, attached as Attachment A hereinafter referred to as the "Contract Documents" which also includes this Agreement, all incorporated herein by reference.

2. **PAYMENTS & COMPLETION:** The total amount payable by District to Contractor is an amount not to exceed Forty-Four Thousand One Hundred Forty-Eight Dollars and Sixty Cents (\$44,148.60) (the "Contract Sum") for the performance of the Work under the Contract Documents. Upon notice that the Work is ready for final inspection or acceptance, District representative shall promptly cause to be made an inspection. When District finds the Work acceptable under the Contract Documents, District shall promptly submit for

processing a certificate for payment stating that to the best of their knowledge, information and belief and on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the entire balance due Contractor is payable. No final payment shall become due until Contractor submits to all required lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any subcontractor refuses to furnish a release or waiver required by District, Contractor may furnish a bond to indemnify District against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to District all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorney fees.

3. **CONTRACT TIME:** The term of this agreement is September 19, 2023 to December 31, 2023. Upon failure to complete Work within the time specified, Contractor shall pay as liquidated damages for the loss of use of the benefit of this project the sum as provided in Table 108 of the Maricopa Association of Governments ("MAG") Specifications per day for each day the Work remains unfinished. This provision does not limit the liability of Contractor for actual damages sustained by District as a result of any breach of contract or warranty by Contractor. A Go-Live Date of December 31, 2023 shall be met by Contractor, in which all work, equipment, software shall be fully functionable at the District so determines. Failure to meet this deadline shall be a material breach subjecting Consultant to all remedies available to District under this Agreement.

4. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of District, and District shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the Work to be done using his best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the contract documents. Contractor shall be responsible to District for the acts and omissions of its employees, sub-contractors and their agents and employees and other persons performing any of the Work under any Contract Document.

5. **LABOR AND MATERIALS:** Unless otherwise provided in the Contract Documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, water, heat, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether

temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

6. **INSPECTIONS AND QUALITY OF WORK:** Contractor understands and specifically agrees that all Work is to be performed pursuant to current American Water Works Association Standards, AJWD Project Number 2023-05 Project Specifications, Drawings and Addenda, and “MAG specifications and details” with Apache Junction additions. Contractor agrees that it will conduct at least one pre-construction meeting before any Work commences. While performing the services, Contractor shall exercise the reasonable professional care and skill customarily exercised by reputed members of Contractor’s profession practicing in the Phoenix metropolitan area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Contractor shall also be responsible for all errors and omissions Contractor commits in the performance of this Agreement. Contractor understands and agrees that inspection of the Work being performed hereunder will occur by District. Contractor agrees that District will have the exclusive right to determine, in its sole discretion, whether the Work has been performed in accordance with the Contract Documents, including MAG specifications and details. Contractor further agrees to make such corrections to the Work as may be directed by District to conform to said Contract Documents including MAG specifications and details, without requirement of change order or any additional charge or cost to District whatsoever. Contractor further agrees to make such corrections to the Work within the time allowed for completion as long as it does not affect the overall deadline of completion set forth in Section 3.

7. **WARRANTY:** Contractor shall guarantee the Work against defective workmanship or materials for a period of one year from the date of its final acceptance under the contract; ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of District to identify defective Work or materials at the time of construction shall not be deemed an acceptance and Contractor will be required to correct defective Work or materials at any time before final acceptance; and within one year from the date of final acceptance due to faults in workmanship or materials, Contractor shall begin making the necessary repairs to the satisfaction of District within fourteen calendar days of receipt of written notice from District. Such Work shall include the repair or replacement of other Work or materials damaged or affected by making the above repairs or corrective Work all at no additional cost to District. In the case of Work materials or equipment for which warranties are required by the Contract Documents, Contractor shall provide or secure from the appropriate sub-contractor or supplier such warranties addressed to and in favor of the District and deliver same to the District prior to final acceptance of the Work. Delivery of such warranties shall not relieve Contractor from any obligation assumed under any other provision of the contract. The warranties and guarantees provided in this subsection shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law, and

shall survive the expiration of this Agreement for the time period mentioned above.

8. **TAXES:** Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than District.

9. **PERMITS & FEES:** Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract, and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. District permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 7. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same business license regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any required licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

10. **SUPERINTENDENT:** Contractor shall employ a competent project superintendent who shall be in attendance at the project site during the progress of the Work. Superintendent shall represent and be the agent of Contractor and communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. The designated superintendent shall be:

Name: Greg Larkham  
Address: 17621 North 25<sup>th</sup> Avenue  
City/State/Zip: Phoenix, AZ 85023  
Phone: 602-564-7700  
Cell Phone: 602-484-9749  
Emergency Phone: 800-237-3732

11. **PROGRESS SCHEDULE:** Contractor shall, immediately after entering into this Agreement, reaffirm or revise the estimated progress schedule as submitted with the bid proposal. Said progress schedule shall be maintained and updated during the project.

12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of the Work under this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify District, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable in the performance of the Work under this Agreement or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The rights and obligations under this Section shall survive termination of this Agreement.

13. **SUB-CONTRACTORS:** All subcontractors chosen by Contractor will be subject to District's approval. All subcontractors shall be identified by Contractor prior to award of contract. Contractor shall make no substitutions for any subcontractor, person or entity previously selected without the approval of District.

14. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to

enforce any terms of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing Party in such action shall recover all costs including reasonable attorney fees to be determined by the court in such action.

15. **INSURANCE**: Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed in the State of Arizona, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the District.

All insurance required herein shall be maintained in full force and effect until all Work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of District constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect District.

The insurance policies, except Workers' Compensation, shall contain waiver of transfer rights of recovery (subrogation) against District, its Board, agents, officers, appointees, officials and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, Work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and District, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

District reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. District shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of District's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name District, its Board, agents, officers, appointees, officials and employees as additional insured parties.

## **REQUIRED COVERAGE**

### **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-03 or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, or the equivalent thereof, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the Work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the Work, services or operations under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Contractor's Work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

### **Workers' Compensation**

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any Work is subcontracted, Contractor will require subcontractors to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

### Professional Liability

Contractor will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Work or services performed by Contractor, or any person employed by Contractor, with a limit of not less than \$1,000,000 each claim.

### Certificate of Insurance

Prior to commencing Work or services under this Agreement, Contractor shall furnish District with Certificates of Insurance, or formal endorsements as required by Agreement, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's Work or services and as evidenced by annual Certificates of Insurance, to be filed with the District Clerk of the Water Utilities Community Facilities District.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to District thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

### Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to District.

16. **CHANGE ORDERS:** A change order is a written order to Contractor, approved by District's Engineer, issued after execution of the contract authorizing a change in the Work or an adjustment in the contract sum or the contract time. A change order signed by Contractor indicates agreement with the change. District may, without invalidating the contract, order changes in the Work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum, and the contract being adjusted accordingly. All such changes in the Work shall be authorized by change order and shall be performed under the applicable conditions of the contract documents. District Director shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or extension of contract time and not inconsistent with the intent of the Contract Documents. All such changes shall be affected by written order and shall be binding upon District and Contractor.

17. **SUCCESSORS, ASSIGNMENT & DELEGATION:** District and Contractor each bind themselves, their partners, successors, assigns and legal



representatives to the other Party hereto and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in the contract documents. Neither Party to the contract shall assign the contract or sublet it as a whole or delegate the duties hereunder, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it without the previous written consent of District.

18. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first-class postage prepaid to the last business address known to them who gives the notice.

19. **CLAIMS FOR DAMAGES:** Should either Party to the contract suffer injury or damage to personal property because of any act or omission of the other Party or of their employees or agents for whose acts they are legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

20. **PAYMENT & PERFORMANCE BONDS:** District shall have the right to require Contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder.

21. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times in addition to any obligation District may have for inspection of trench excavation as created under Occupational Safety and Health Administration or other similar laws or regulations.

22. **RIGHTS & REMEDIES:** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by District or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches thereunder except as may be specifically agreed to in writing.

23. **FORCE MAJEURE:** Neither District nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including

but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Contractors, subcontractors, vendors or investors desired by Contractor in connection with the obligations under this Agreement. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

24. **TERMINATION BY DISTRICT:** District shall be permitted to terminate this Agreement if in the discretion of district manager or his or her designee, believes Contractor has failed to meet the terms of this Agreement. District shall provide Notice of Termination to Contractor by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

25. **TERMINATION BY CONTRACTOR:** Contractor may terminate this Agreement if District fails to make payment as agreed upon in this document. Any other termination will be deemed a breach of contract by Contractor. Contractor shall provide Notice of Termination to District by Certified U.S. Mail ten (10) calendar days before such termination takes effect.

26. **RECORDS:** Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to District for inspection on request. Contractor shall maintain records for a period of at least two (2) years after termination of this Agreement and shall make such records available during that retention period for examination or audit by District personnel during regular business hours.

27. **AMENDMENT:** It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the Parties.

28. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between District and Contractor and supersede

all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

29. **SEVERABILITY:** District and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring District to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, District policy or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

30. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

31. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

32. **CERTIFICATION PURSUANT TO A.R.S. § 35-394.** In accordance with Arizona Revised Statutes § 35-394, Contractor hereby certifies and agrees that Contractor does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Agreement that Contractor is

not in compliance with this Section, then Contractor shall notify the District within five (5) business days after becoming aware of such noncompliance. If Contractor does not provide the District with written certification that Contractor has remedied such noncompliance within one hundred eighty (180) days after notifying the District of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

33. **CONFLICT OF INTEREST:** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR:**

FIRE SECURITY ELECTRONICS &  
COMMUNICATIONS, INC., an Arizona  
corporation

By: David Paul

Its: Sales Manager

**DISTRICT:**

WATER UTILITIES COMMUNITY  
FACILITIES DISTRICT, an Arizona  
municipal corporation

By: Bryant Powell

Its: District Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Joel Stern  
District Attorney

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David Paul as Sales Manager of Fire Security Electronics & Communications, Inc., an Arizona corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PINAL )

The foregoing was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bryant Powell, District Manager of Water Utilities Community Facilities District, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

# FSEC Fire Security Electronics & Communications, Inc.

17621 North 25th Avenue, Phoenix, AZ 85023 • Phone: (602) 564-7770 • FAX: (602) 564-7776  
 2015 West Ruthrauff Road, Suite 143, Tucson, AZ 85705 • Phone: (520) 505-4171 • FAX: (520) 989-9438  
 www.FSEC.net • e-mail: sales@fsec.net • ROC# 086767 CR-67, 272885 C16

## Proposal

June 29, 2023

1GPA Contract 21-07P-10

ES11717-VS-R230629

City of Apache Junction

Video Surveillance System at Booster Water Site #1

To:

City of Apache Junction  
 300 East Superstition Blvd.  
 Apache Junction, AZ 85119  
 Attn: Mike Loggins  
 E-Mail: mloggins@apachejunctionaz.gov

For:

Video Surveillance System at  
 Booster Water Site #1  
 600 West 16th Avenue  
 Apache Junction, AZ

Fire Security Electronics & Communications, Inc. proposes to furnish:

1 ea. Video Surveillance System as per the attached breakdown sheet.

Total Purchase Order Price: **\$44,148.60**

The following equipment and installation labor shall be provided by Fire Security Electronics & Communications, Inc.:

- 1) Supply and installation of new twenty-four port patch panel, and UPS installed on a wall mounted vertical rack bracket.
- 2) Supply and installation of seven exterior and one interior cloud cameras.
- 3) Supply and installation of cable, conduit, and support hardware.
- 4) All labor to setup and test the systems for proper operation.
- 5) All shop drawings, project submittals, O&M manuals, and As-Built drawings.
- 6) Training of the owners key personnel.
- 7) Tax burden.

The following items are excluded from this proposal:

- 1) Supply and installation of any 120 VAC power circuits. The client must provide an active and dedicated 20A power circuit for the new control equipment.
- 2) Supply and installation of any network switches. The client must provide a PoE switch capable of providing PoE+ (30W) for each camera and high speed internet access for off-site viewing, control, and recording of the cloud cameras.
- 3) Any bonds or permit fees.

Special Conditions:

- 1) This proposal is based on information provided by Mike Loggins from City of Apache Junction.

**This proposal references 1GPA Price List: Amendment 2 6.2023 - Fully Executed.xlsx**

**This proposal is valid for 30 days past the proposal date and expires on 07/29/2023.**

**Do not accept without reading all pages.**

Proposed By: David Paul  
 Salesman

Date: 06/29/2023

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Reference: 1GPA Pricelist: Amendment 2 6.2023 - Fully Executed.xlsx

1GPA Contract 21-07P-10

City of Apache Junction				Video Surveillance System at Booster Water Site #1	
Qty.	Manufacturer	Model No.	Description	Unit Price	Ext. Price
<b>Material and Equipment Breakdown:</b>					
8	Avigilon ALTA	AWA-CLD-3Y	Subscription to Ava Aware Cloud per camera Real-time video analytics Including 30 days cloud storage	\$449.00	\$3,592.80
1	Lowell Manufacturing	UPSV-1000	Value Line Interactive UPS, Shallow Depth (16.1 in), 1000VA (600W), 2-pt Brackets	\$988.35	\$988.35
1	Westpenn Accessories	24458-C6C	24-Port Category 6 UTP MT Series Patch Panel, 168A/B, 1.75" H	\$206.40	\$206.40
1	Lowell Manufacturing	VR-6	Rack-Vertical Hold, 6U	\$160.56	\$160.56
10	Westpenn Accessories	C6-1150R-1FB	Category 6 Orange 1ft	\$3.00	\$30.00
1	Westpenn Accessories	C6-1150R-25FB	Category 6 Orange 25ft	\$17.11	\$17.11
4	Avigilon ALTA	QUAD-20MP-30	Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced	\$2,789.10	\$11,156.40
3	Avigilon ALTA	BULLET-WI-W-4K-30	Ava Bullet White, wide lens, 30 days onboard retention 8MP (4K), AI-powered camera, IR and advanced microphone array, indoor and outdoor, up to	\$1,520.10	\$4,560.30
1	Avigilon ALTA	ACC-POL-BRA-W	Pole bracket for Ava Dome and 360 cameras White	\$59.40	\$59.40
1	Avigilon ALTA	COMPACTDOME-W-5MP-30	Ava Aware Cloud camera - Compact dome white 5MP resolution 30 days retention AI-powered, IR and microphone, indoor only, up to 10 year	\$416.10	\$416.10
4	Avigilon ALTA	ACQ-WAL-MNT	Quad Wall mount bracket	\$78.30	\$313.20
2	Avigilon ALTA	ACQ-POL-MNT	Quad Pole bracket	\$125.10	\$250.20
2	Avigilon ALTA	ACQ-CRN-MNT	Quad Corner bracket	\$125.10	\$250.20
1	Avigilon ALTA	ACC-CRN-BRA-W	Corner bracket for Ava Dome and 360 cameras White	\$59.40	\$59.40
1000	Windy City Wire	CAT6AP-ORG	23 AWG 4 Pair Unshielded Solid Plenum Category 6A Orange Jacket	\$0.94	\$940.00
1000	Windy City Wire	CAT6AS-DB-BLK	23 AWG 4 Pair Shielded Category 6A Outdoor Black Jacket	\$1.07	\$1,070.00
8	Westpenn Accessories	32-6E2P	Cat 6 E2 RJ45 Plug	\$1.19	\$9.52
8	Westpenn Accessories	32-1900OR-25	Cat5E RJ45 Boots Orange	\$0.51	\$4.08
30	Various Vendors	1/2" EMT COND	1/2" EMT Conduit 10' Length	\$7.29	\$218.70
36	Various Vendors	1/2" EMT CMPCOUP	1/2" EMT Compression Coupler	\$0.97	\$34.92
120	Various Vendors	1/2" MINISTRAP	1/2" Mini Conduit Strap	\$1.07	\$128.40
24	Various Vendors	1/2" EMT CMPCON	1/2" EMT Compression Connector	\$2.39	\$57.36
12	Various Vendors	4S-BOX	4" Square Electrical Box	\$3.66	\$43.92
12	Various Vendors	4S-COV	4" Square Electrical Box Cover	\$1.61	\$19.32
7	Various Vendors	1GAWPBOX	1 Gang Bell Box	\$12.04	\$84.28
7	Various Vendors	1GAWPCOV	1 Gang Bell Box Cover	\$14.70	\$102.90
35	Various Vendors	1/2" SEALTITE	1/2" Sealite Conduit per foot	\$1.36	\$47.60
14	Various Vendors	1/2" SEALTITECON	1/2" Sealite Conduit Connector	\$5.19	\$72.66
2	Equipment Rentals	35TBBJ-D	35' Tow Behind Boom Lift Daily	\$484.00	\$968.00

				Consumable Materials	\$258.52
				<b>Total Equipment Price:</b>	<b>\$26,199.98</b>
<b>Labor Breakdown:</b>					
118	Hours			Installation Technician Labor	\$85.00
16	Hours			Senior Technician Labor	\$110.00
4	Hours			Drafting & Documentation Labor	\$85.00
2	Hours			Training Labor	\$110.00
12	Hours			Project Management Labor	\$145.00
4	Hours			Programming Labor	\$145.00
				<b>Total Labor Price:</b>	<b>\$14,670.00</b>
<b>Miscellaneous Expenses Breakdown:</b>					
				Shipping and Handling Charges	\$775.55
				<b>Total Miscellaneous Expenses:</b>	<b>\$775.55</b>
<b>Additional Charges:</b>				<b>Proposal Subtotal:</b>	<b>\$41,555.53</b>
				Revenue Fees	\$2,593.07
				<b>Total Proposal Price:</b>	<b>\$44,148.60</b>

\* Revenue Fees May include any combination of federal, state, and local sales taxes, TPT, value added taxes, or tribal taxes and TARO fees