



September 24, 2018

Robert Price San Mateo-Foster City School District

Re: Borel Middle School Swing Gate and Pedestrian Gates

Bob;

Electronic Innovations is pleased to have the opportunity to submit our proposal for your consideration. We have been in business since 1980, and have designed, installed and serviced thousands of automatic gate and entry control and CCTV systems.

As service response is important to your customers. All of the equipment we are quoting will require minimal maintenance. When a call is required, we have radio dispatched vehicles devoted exclusively to service. 24 hour emergency service is also available.

We are a stocking distributor for our major suppliers; which means that we have not only replacement parts, but also complete units and components of most systems immediately available. Our professionalism, expertise, and technical support will make the difference in properly maintaining your equipment.

Change Order #1 – Addition of Electric Strikes on a separate Change Order

Change Order #2 – No Cost Change Order to Change Operator Type and Model

At a site meeting on 7/5/2018, it was determined that the CSW24U Operator would be too dangerous with Middle School aged Children around the operator due to the pinch point with the operator arm. It was decided to go with a linear actuator arm that removes this pinch point in the operation.

There is no cost difference between the operators and the installation takes slightly longer as there is additional welding required for the linear actuator arm. The additional labor is offset by us not needing to pour a concrete pad for the new type operator.

Change Order Cost: No Cost C/O

21 Parr Boulevard RICHMOND CALIFORNIA 94801 FACSIMILE: 510.232.3205 TELEPHONE:

510.233.2795





Change Order #3 – Credit for not Pulling in Cable for Electric Strikes

Although we were prepared to pull the low voltage cabling to the Electric Strikes, Pheiffer Electric appeared to also have this in their scope of work and performed this work. This Change Order Credits the cable and labor that we originally had in our scope.

- (2) 1000' Rolls 18/4 OSP Cable
- (20) Labor Hours to Pull Cable

Total: \$-7,113.21

Change Order #4 – Procure and Install one IP Based Timer for Electric Strikes

This change order is for the Procurement and Installation of an IP Based Timer that will be programmed by the school staff to trigger the Electrified Strikes to unlock for a period of time and then relock. This product was a recommendation of the Districts IT Department and seems like a great solution.

• (1) AND – ZONEC2 – IP Zone Controller

Total: \$2,564.86

Total Cost for Change Orders 2-4: \$-4,548.35

If this Change Order is accepted, you will receive a credit from the final billing for the project.

Original Cost: \$32,832.00 Change Order #1 Cost: \$18,996.00 Change Order #2 Cost: \$0 Change Order #3 Cost: \$-7,113.21 Change Order #4 Cost: \$2,564.86 Total Project Cost Including All Change Orders: \$47,279.65



Terms and Conditions

Interest:

The parties agree that a delinquent account shall bear interest at the maximum rate permitted by law.

Default:

In the event of default by Buyer in the performance of any of the payment terms of this Agreement, Electronic Innovations, Inc. may pursue one or more of the following remedies, which are cumulative and non-exclusive: A) Recover from Buyer the amount then due of the contract, B) Repossess equipment not paid for; C) Immediately cease further work on the installation of the System and terminate the contract by giving written notice to the Buyer; D) Pursue any other remedy at law now or hereafter existing. Electronic Innovations, Inc. shall be in no way obligated to restore the premises to its original condition or redecorate same in the event the system or part is removed as a result of Buyer's default in payment.

In the event of default by Seller in the performance of any of the terms or conditions of this Agreement, Buyer may pursue one or more of the following remedies, which are cumulative and non-exclusive: A) Recover from Seller payment for services and equipment not provided: B) Immediately terminate the contract by giving written notice to the Seller; C) Pursue any other remedy at law now or hereafter existing.

Attorney Fees:

In the event it shall become necessary for either party to institute legal proceedings to enforce any of the provisions of this contract as set forth herein. Then and in that event, prevailing party, shall be reimbursed for reasonable attorney's fees plus costs.

Third Party Indemnification:

When the Customer ordinarily has property of others in his custody, or the system extends to protect other persons or the property of others, the Customer agrees to and shall indemnify, defend and hold harmless Electronic Innovations, Inc. its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall not apply to all claims if there is active or passive negligence on the part of an employee of Electronic Innovations, Inc. its employees or agents is on or about the Customer's premises, and are solely and directly caused by Electronic Innovations, Inc. employees or agents.

I accept these terms and conditions as stated above.

Authorization to Proceed:

Customer Signature

Date



Clarifications:

Our Proposal Includes –

- 1. Project manager, supervision, procurement, labor, material, equipment, sale tax, freight, consumables & small tools, one time mobilization & demobilization, standard PPE.
- 2. All work will be done under Electronic Innovations Injury and Illness Prevention Program, OSHA and Site specific Safety Rules & Regulations.
- 3. We propose to work a normal 40 hours per week & 8 hours per day. (We exclude overtime, shift work, holidays & Sunday)
- 4. We assume construction material scraps & garbage can be disposed of onsite.
- 5. If you choose to have this work done a P.O. a 25% deposit or other payment arrangements will be required before the work will be scheduled, the balance of the contract will be due upon completion of the project.
- 6. For the purpose intended of this proposal; all additional work or parts or Buyer delays that cause a loss of 'man hours' will be considered a change order outside the described scope of work and will be billed accordingly. Buyer delays are defined as follows: all exclusions, delays due inability to access the worksite, emergency evacuation drills, stoppage of work directed from client or interference from client operation.
- 7. If this Agreement is canceled by Customer, such cancellation is subject to a fifteen percent (15%) charge on the particular service and/or equipment canceled. Customer agreeing to pay the agreed upon (15%) charge for Company's bookkeeping and administration costs in processing Customers order as a reasonable charge. Additionally, in the event of a Customer cancellation, restocking fees for equipment purchased will be paid by Customer.
- 8. Prices Good for 30 Days from Date of Proposal
- 9. Electronic Innovations will warranty the parts and labor for one year, excluding misuse, neglect, vandalism, and acts of God. This warranty is independent of any "Limited" factory warranties.





Our Proposal Excludes-

- 1. Engineering, Fee's, Permits & Special Inspection
- 2. Handle & Dispose of Hazardous Waste, i.e. asbestos, Lead based paint etc.
- 3. Dumpster rental and/or removal

Bob, I want to thank you again for the opportunity to provide you with a proposal for this project. Should you have any questions, please don't hesitate to give me a call at 510-233-2795x36. We look forward to being of service to you.

Authorization to Proceed:

Very truly yours,

Authorized Signature

Printed Name

Adam Henricksen Installation Manager

ELECTRONIC INNOVATIONS, INC.

Date

Borel Middle School Change Orders 2-4 \$-4,548.35