Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: October 10, 2023

☐ Consent Agenda Item

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 5

INITIATED BY: Adam Hedden

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **__Taylored systems_ LLC_____** (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate _12/31/24_____, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A.**

Compensation shall not exceed _Thirty Eight Thousand, Five Hundred fifty eight dollars_____($38,558__).

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.3 Necessary Documentation. N/A

5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.5 Ownership.

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Ops.
	$1,000,000 Bodily Injury / Prop. Damage
	$1,000,000 Personal / Advertising Injury
	$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	$1,000,000 Each Occurrence
	$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
_Taylored Systems LLC
Attn: _Allen Wilson_
14701 Cumberland Rd. Ste. 100
Noblesville, IN 46060_

To City:
City of Noblesville
Attn: __Adam Hedden_____
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

_____ **("Contractor")**

By: _____ Date: 9-29-23

Printed: Greg Mounts

Title: Director, LVT

City of Noblesville

By: _____ Date: 10/5/2023

Printed: Chris Jensen

Title: Mayor

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Taylored Systems, LLC

By (Written Signature): _____

(Printed Name): Greg Monts

(Title): Director, Low Voltage Technologies

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton SS:

Subscribed and sworn to before me this 29th day of September, 2023

My commission expires: 3/6/2024 (Signed) Leann Kay Vasbinder

a. Residing in Hamilton County, State of Indiana

NOTARY PUBLIC SEAL STATE OF INDIANA

LEANN KAY VASBINDER
Hamilton County
My Commission Expires
March 6, 2024

TAYLORED SYSTEMS LLC

14701 Cumberland Rd., Suite 100 • Noblesville, IN 46060
Tel: (317)776-4000 • Fax: (317)776-4004
www.Taylored.com

EXHIBIT A

PURCHASE AGREEMENT

Sold To:
"Buyer" **CITY OF NOBLESVILLE**
Sold To Address **16 South 10th Street**
City **Noblesville**
State **IN** Zip **46060**
Attention **Misty R. Shearer, Systems Administrator (317) 776-6368**
E-mail Address mshearer@noblesville.in.us

Ship To:
"Buyer" **CITY OF NOBLESVILLE-FINCH CREEK PARK**
Premise Address **16233 Boden Road**
City **Noblesville**
State **IN** Zip **46060**
Attention: **Adam Heddon, IT Director (317)770-2073**
E-mail Address aheddon@noblesville.in.us

PO Number	Contract No. **9064**	Salesperson **A WILSON**	Date Office Rec'd
See Attached 'Schedule A'- Video			

TOTAL **$38,558.00**

PURCHASE AGREEMENT BETWEEN:
TAYLORED SYSTEMS LLC ("SELLER") AND **CITY OF NOBLESVILLE** ("BUYER")

1.) AGREEMENT:
SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH HEREIN. SELLER AGREES TO SELL TO BUYER AND BUYER AGREES TO PURCHASE FROM SELLER THE EQUIPMENT ("EQUIPMENT") DESCRIBED IN THE EQUIPMENT LIST (See Attached Schedule A).

2A.) PRICE:
THE PRICE ("PRICE") OF THE EQUIPMENT INCLUSIVE OF INSTALLATION THEREOF SHALL BE **$38,558.00**
(PLUS APPLICABLE SALES TAX)

2B.) TERMS

- **BALANCE PLUS APPLICABLE SALES TAX DUE UPON COMPLETION OF INSTALLATION NET 30**

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE DULY EXECUTED THIS AGREEMENT, EFFECTIVE **26th** DAY OF **SEPTEMBER, 2023**

CITY OF NOBLESVILLE ("Buyer")	**Taylored Systems, LLC** ("Seller")
_____ By	_____ By
_____ Title	_____ Title
_____ Signature	_____ Signature
_____ Date	_____ Date

The additional terms on the reverse side of this page are part of this purchase agreement.

PURCHASE AGREEMENT CONTINUED

3. TAXES. Buyer shall pay all taxes (other than taxes based on Seller's net income) paid, payable or required to be collected by Seller, however designated, which are levied or based upon the Price, this Agreement or the equipment including, but not limited to, federal, state and local sales or use taxes, whether domestic or foreign.

4. DELIVERY AND INSTALLATION. Seller shall deliver and install the Equipment at Buyer's Address, the Premises set forth above, and Buyer agrees to accept delivery and to permit Seller access to the Premises as Seller shall require for the purpose of installing the Equipment. If the Premises are not available to buyer and ready for installation of the Equipment within 60 days after the estimated date installation is to commence, Seller shall have the option to terminate this Agreement without liability to Seller for such termination, with notice to buyer.

5. UNUSUAL CONCEALMENT REQUEST BY BUYER. Buyer will provide any additional electrical outlets that may be reasonably necessary and should Buyer require an unusual concealment of wiring which has been installed according to the usual telephone company specification, Buyer will pay for such additional telephone conduit and raceway as may be required.

6. RISK OF LOSS. The risk of loss for any damage to or destruction of the equipment or any portion thereof from and after the time of delivery thereof to the Premises shall be on Buyer, except with respect to damage or destruction resulting from the negligence or willful conduct of the Seller.

7. SECURITY INTEREST. Buyer hereby grants to Seller a security interest in the Equipment to secure payment of the unpaid portion of the Price. Notwithstanding installation of the Equipment in the premises or its attachment to real property, Buyer hereby authorizes Seller to file financing statements signed only by Seller in any and all places such financing statements may be filed by Seller to perfect the security interest in the equipment herein granted in accordance with the Uniform Commercial Code. In addition, Buyer shall execute and deliver to Seller such documents, as Seller shall request in order to perfect such security interest in the Equipment. Upon default in payment of the Price, or any portion thereof, Seller may declare the entire unpaid balance of the Price due and payable together with attorney's fees and cost of collection and shall be entitled to exercise all the rights and remedies of a secured party under the Uniform Commercial Code.

8. INTEREST. Delinquent payments shall accrue interest at the rate of 1.5% per month until paid.

9. WARRANTIES. Seller hereby warrants the Equipment against defective parts or workmanship for a period of one year from the date of its installation. Seller's liability under this warranty is conditioned upon the receipt of prompt notice of defects from Buyer and is limited to repairing, or at Seller's sole option, to replacing the Equipment. Seller shall not be liable for consequential damage for injury to persons or property or for commercial loss or otherwise. This warranty shall be void if the Equipment is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Seller. Seller hereby assigns to Buyer (to the extent is has the right to do so) the benefits of any warranties or guarantees provided by Seller by the Manufacturer(s) of the Equipment. THE FORGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN EXPRESSLY SETFORTH HEREIN AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

10. CANCELLATION. Buyer may only cancel this Agreement prior to the initiation of equipment installation. In the event of cancellation, Seller shall be entitled to recover all of Seller's reasonable costs and expenses incurred through the point of cancellation, including but not limited to a minimum restocking fee equal to 15% of the Sale Price of the equipment.

11. MISCELLANEOUS. (a) This Agreement shall be construed and performed in accordance with the laws of the State of Indiana. In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition thereof. The prevailing party in any legal action brought to enforce this Agreement or any portion thereof shall be reimbursed by the other party for its reasonable costs and attorney's fees relating to such action.

(b) Seller shall not be liable for failure to perform its part of this Agreement when such failure is due to fire, flood, strikes, or similar labor disturbances, industrial disturbances, war, riot, insurrection and/or other causes beyond its control. In the event Seller's performance is prevented due to one or more such causes, Seller shall have the right to either terminate this Agreement and reclaim or to be paid for the Equipment installed to date such termination or to continue with its performance hereunder following the cessation of such causes and receive the benefit of Buyer's performance hereunder as though such causes had not occurred.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Buyer and Seller with respect to the subject matter and no waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing duly signed by Seller and Buyer.

Customer Signature _____ **Date**:_____ **Taylored Systems Initials** _____

This quote expires: 10/15/2023

The final price will be based on current material prices at the time we order the materials. Back ordered materials are also susceptible to price increases. Due to daily escalating material pricing, material pricing is not guaranteed, we will need to do one of two options for you.

1. First, after we receive the contract, we will get the latest material pricing and place the order. If any materials have increased, we will need to do a change order to reflect any increases. We can store the materials for you until the project is ready for us to install. This may save money on any future increases

2. Second, after we receive the contract, we can wait until we are closer to installing the project and at that time order the materials and do a change order if there are any increases.

We have also been told any materials on back-order at the time the order is placed will be subject to "price in effect" at the time of shipment. Taylored Systems reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of the delay without fault or penalty of any kind.
We apologize for the above, but we are at the mercy of our suppliers and have no control over any price increases

NOTES:

1. **Quote is good till 10/15/2023. If we receive a signed contract after that date the actual price will be determined when we order the materials**
2. **We will utilize monthly progress billing for this project if necessary**

Due to daily escalating material costs, once we receive the signed contract, the final price will be at the time we order materials unless otherwise stated. Which means the actual cost of the contract may increase OR decrease

Should you decide to accept this quote we will send you a contract to sign. Progress Billing will be utilized if necessary. The final balance will be invoiced at the completion of the project. Any change orders will be handled on an individual basis.

To our valued customers: Taylored Systems takes pride in striving to meet our customer's needs and timelines. Please help us in realizing it takes time for us to order the materials and schedule the necessary manpower to install your Structured Cabling Project. Taylored Systems needs (10) Business days to begin your project after contract is signed and down payment is received. This allows us to order materials and schedule manpower. Should you desire a date sooner than this, an expedite fee may be required.

All materials are subject to manufacturers applicable to re-stocking fees. Special order items are not returnable or refundable.

Terms and Conditions Notes:

1. All work to be done between the hours of 8am to 5pm Monday thru Friday unless otherwise stated in the scope-of –work
2. No permits are included if needed
3. No electrical work, conduit, penetrations and sleeves, or surface mount raceway is included unless stated in the scope-of-work
4. Any additional work either adds or deletions will be handled by a customer signed change order on an individual basis

_____ _____

Customer Acceptance **Date** **Taylored Systems Acceptance**

Addendum (A) – Quote/Contract #9064

Taylored Systems is pleased to provide our quotation for the following:

Finch Creek Admin Building Cameras

- Install (2) 4-Sensor Outdoor Cameras and Mounting Hardware
- Install (2) Milestone XProtect Professional+ Camera License and 3-year Care Plus
- Install (1) Video Recording Workstation rated for (30) days of storage
- Install Cat 6 Cables for Camera

Pricing- $11,562.32

Salt Building Cameras

- Install (1) 4MP Outdoor VF Bullet Camera and Mounting Hardware
- Install (1) Milestone XProtect Professional+ Camera License and 3-year Care Plus to Admin Recording Workstation rated for (30) days of storage
- Install Cat 6 Cable for Camera

Pricing- $1,816.53

Finch Creek Park Cameras

- Install (4) 12MP Fisheye 180/360 Degree Outdoor Cameras and Mounting Hardware
- Install (6) 4MP Outdoor Fixed Lens Camera and Mounting Hardware
- Install (1) Video Recording Workstation rated for (30) days of storage
- Install (10) Milestone XProtect Professional+ Camera Licenses and 3-year Care Pl12
- Install (1) 5 Port Low Temp PoE Switch in Restroom Building
- Install Cat 6 Cables for Cameras, terminate and test

Pricing- $18,409.08

Finch Creek Point to Point for Playground

- Install (3) airMAX NanoBeam 5AC
- Install (1) Antenna Mount
- Install (2) 5 Port Rugged PoE Switches and (2) 120W 48V Power Supply
- Install (3) Cat 6 Cables
- The City is responsible providing AC power at the 2 light poles on the playground

Pricing- $4,635.11

Finch Creek Point to Point for Trailhead

- Install (2) airMAX NanoBeam 5AC
- Install (2) Antenna Mount
- Install (1) PoE Injector
- Install (2) Cat 6 Cables

Pricing- $2,134.96

GRAND TOTAL FOR PROJECT $38,558.00

Customer Acceptance	**Date**	**Taylored Systems Acceptance**

Customer Name: **City of Noblesville-Finch Creek Park – Contract # - 9064 VIDEO**

SCHEDULE B - THREE YEAR WARRANTY

THREE YEAR Warranty – *By signing below you receive a Three-Year Parts Warranty, guaranteed through TSW Warranty, Inc.* ***Verkada Products come with a Ten- year Warranty from the Manufacturer****. The Warranty becomes effective upon installation of the new equipment. The Warranty provides for repair or replacement of failed equipment as itemized in Schedule 'A' excluding labor, any customer provided servers, data equipment, CCTV monitors and existing wiring. The Warranty does not cover modifications, alterations, additions, repairs, moving or adding equipment by someone other than Taylored SystemsLLC. The Three-Year Parts Warranty has conditions (unauthorized work on system) and exclusions (labor, plug in peripherals, surge damage, vandalism, network infrastructure and servers, batteries, owner misuse or abuse & Acts of God) which are detailed in the Warranty Certificate. You will receive your own Three-Year Warranty Assurance Certificate.*

SCHEDULE C - Taylored Standard Maintenance Program
Our Commitment to our Customers.

TAYLORED MAINTENANCE- *By signing below you receive the Taylored Standard Maintenance Program at no charge for the first year. Taylored Standard coverage begins on the installation date and is renewable yearly from date of installation. Included in maintenance are certain commitments, discounts and many other benefits not covered by the Three-Year Parts Warranty Program.*

BENEFITS include:

24/7 Emergency service calls	*Annual preventative maintenance inspection*
No charge for "No Trouble Found"	*Discount on time and material labor rates*
Free remote programming once per month	*Software updates all done during the annual preventive maintenance on systems with current software subscriptions*
Ongoing end user & administration software training	*Unlimited helpdesk support*

In order to ensure there is no loss of benefits, Taylored Systems will automatically invoice you in the amount of *$225.62* *monthly before the end of the Maintenance Program. At that time, you have the option to accept or reject the additional benefits and peace of mind that accompany the Taylored Standard Maintenance Program. "Annual software support if required by the manufacturer will be invoice at the beginning of the maintenance period" Taylored Systems can't support your equipment without this under the maintenance agreement. A preventative maintenance appointment will be scheduled upon the annual renewal. The price for the maintenance agreement will vary as components are added or subtracted. The maintenance agreement provides for the repair or replacement of failed equipment as itemized on Schedule 'A' including the labor, along with any additional equipment purchased from Taylored Systems, Inc. during the maintenance agreement period, excluding wiring.*

[See details attached]

Note: In order for Taylored Systems to provide outstanding service and support, and fulfill the commitment of the Warranty and Maintenance Agreement, you must assure that remote access to your system is available to Taylored Systems support personnel. Failure to do so will result in additional labor, and charges will apply.

WARRANTY/TAYLORED MAINTENANCE ACCEPTED _____ Date_____

Customer Signature

1. This Standard Maintenance Agreement relates to the equipment as specified on Contract installed at Customer's address as shown on contract. Customer and Taylored Systems LLC herein after called "Contractor" may, from time to time, add additional units of equipment to this Agreement and the aggregate amount payable hereunder shall be increased accordingly. Maintenance agreement years 2 and beyond may reflect an annual price increase.

2. This Maintenance Agreement is automatically renewed upon expiration for successive one-year periods unless written cancellation is received by either party 30 days prior to expiration. Upon renewal, Customer shall pay the then applicable total minimum charges.

3. During the term of this Agreement, but subject to the exclusions hereinafter immediately set forth, the Contractor will render all service (excluding moves, additions and changes), make all repairs, and furnish and install all replacement parts (or substitute equipment of a quality to serve the primarily intended commercially reasonable purpose of the equipment) necessary to maintain the equipment in commercially reasonable good working order, with all replaced parts becoming the property of the Contractor on an exchange basis. This Agreement and the obligation of the Contractor hereunder to service the equipment at the per unit price shall not apply to any service, repair, or replacement necessitated because of events normally covered by casualty and vandalism insurance or because of negligence, misuse, governmental interventions, or other elements, or other causes not normally included in ordinary wear and tear. In addition, this Agreement and the obligation of the Contractor to provide service hereunder at the unit price shall not apply to any equipment which has been moved, modified, or serviced in any way by any party other than the Contractor, unless such was done with prior written authorization and consent of the Contractor. Any service requested by the Customer which is excluded from the coverage hereof under the foregoing provisions shall be charged at the Contractor's then prevailing time and material rates. Customer must provide a proper lift or ladder to perform any services under this agreement to work on any equipment more than 10 feet off the ground.

4. Contractor agrees to render all service requested by the Customer and covered by this Agreement within one business day after the Customer's request. The Contractor shall maintain facilities to receive service calls at all hours of every day of the year. Whenever service other than emergency service is needed, the Contractor shall make every reasonable effort to render that service during the Customer's normal business hours. In the event service is required at times other than normal working hours, the Customer agrees to provide the Contractor full access to the equipment in order for the Contractor to timely perform its service hereunder.

5. Contractor, in connection with the maintenance of such equipment, agrees to correct any defect or defects in workmanship or material, which may develop under proper or normal use by repair or replacement of the defective part or parts as prescribed in Paragraph 3 above. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEW OF ALL OTHER WARRANTIES OF QUALITY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WARRANTY DOES NOT COVER ANY ACTS OF GOD, VANDALISM, CUSTOMER NEGLECT OR ABUSE. CONTRACTOR DOES NOT MAKE ANY REPRESENATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS THAT THE SYSTEM OR SERVICE SUPPLLIED MAY NOT BE COMPROMISED. OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. It is understood and agreed by the parties hereto that Contractor is maintain a system designed to reduce the risk of loss, that Contractor is not assuming responsibility for losses which may occur in cases of malfunction, even if due to Contractor’s negligence or failure of performance, that Contractor is therefore not an insurer, and that insurance, if any, covering personal injury and property loss or damage on Customer’s premises shall be obtained by Customer. It is further understood, that the system, has been chosen by Customer after considering and balancing the levels of protection afforded by various types of systems and the related cost. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS INFORMATION AND THE LIKE) RESULTING FROM CONTRACTOR’S PERFORMANCE, OR FAILURE TO PERFORM, PURSUANT TO THIS AGREEMENT OR ANY PURCHASE ORDER ISSUED HEREUNDER, OR FROM THE FURNISHING, PERFORMANCE, OR USE OF ANY PRODUCTS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF CONTRACTOR, OR OTHERWISE EVEN IF CONTRACTOR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF SERVICE PROVIDED, DUE TO THE VALUE OF PROTECTED PROPERTY BEING UNKNOWN, AND ESTABLISHING A CASUAL CONNECTION BETWEEN SYSTEM OR SERVICE PROBLEMS AND CUSTOMER’S POSSIBLE LOSS. THEREFORE, IF, NOT WITHSTANDING THE PROVISION IN THIS PARAGRAPH 7, ANY LIABILITY IS IMPOSED ON CONTRACTOR, SUCH LIABILITY SHALL BE LIMITED TO $300.00. THIS SUM SHALL BE

COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS THE LIMIT OF LIABILITY AND NOT AS PENALTY.

6. When Customer in the ordinary course of business has the property of others in his custody, or the equipment extends to protect the persons or property of others, or the equipment extends to protect the persons or property of others, or the System is monitored by others, Customer agrees to and shall indemnify, defend and hold harmless Contractor, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause inducing Contractor's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the System whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the Contractor, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly cause by an employee of Contractor while on Customer's Premises.

7. All amounts payable by the Customer hereunder shall be subject to a late charge of 1 1/2% per month of the unpaid amount and shall be payable with all reasonable costs of collection, including reasonable attorney's fees. A late charge will be accessed 30 days from payment date.

8. This Agreement sets forth the entire and only agreement between the parties relating to the service of the equipment and all prior representations and agreements with regard to the subject matter hereof are superseded hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative as of the day and year first above written.

TAYLORED SYSTEMS LLC Contractor	Customer: **City of Noblesville-Finch Creek Park**
By_____	By_____
Title_____	Title_____
Address 14701 Cumberland Road Suite 100 Noblesville, IN 46060	Address **16233 Boden Road** **Noblesville, IN 46060**
Date Signed: _____	Date Signed:_____

CUSTOMER RESPONSIBILITIES

- Appoint a single point of contact in your company to aid communication.
- Provide and assist in the preparation of a detailed floor plan for the accurate location of outlets
- Provide access to your facilities for our installation crew.
- Customer is responsible for obtaining all State, County, and Local permits, if applicable.

Implementation time line is determined by the customer's application.

_____ _____

Customer Acceptance **Date**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper Risk Advisors, LLC
904 N Main St
Lapel IN 46051

CONTACT NAME: Debbie Buckner
PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indiana Farmers Mutual Insurance Company	22624
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TAYLSYS-02
Taylored Systems, LLC
14701 Cumberland Road, Ste 100
Noblesville IN 46060

COVERAGES **CERTIFICATE NUMBER:** 1426592987 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPP1019894	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CAP1012538	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP1004206	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP1009066	9/1/2023	9/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip			CPP1019894	9/1/2023	9/1/2024	Limit	125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Noblesville is named as additional insured regarding general liability

CERTIFICATE HOLDER

City of Noblesville
16 South 10th Street
Noblesville IN 46060
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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