



2525 West Shore Road
Warwick, RI 02889
www.electricalarms.com

Tel: (401) 737-2221
Fax: (401) 737-0585
Toll Free: 1-800-884-5000

Contract for Construction and Professional Services (B)

Date

This contract may include, as specified below, design, installation, programming, repair, monitoring, and/or testing and inspection of integrated systems. All equipment installed will become the property of the client.

4/24/2018

Site Location

CENTRAL FALLS CITY HALL
580 BROAD ST.
ACCESS CONTROL SYS
MAYOR'S OFFICE
CENTRAL FALLS, RI 02863-2835

Contact: ZULEYMA GOMEZ

Voice: (401) 727-7474

Fax:

Mobile:

Email: ZGOMEZ@CENTRALFALLSRI.US

Invoice To

CITY OF CENTRAL FALLS
580 BROAD ST.
CENTRAL FALLS, RI 02863-2835

Contact: ALBERTO DE BURGO

Voice: (401) 616-2414

Fax:

Mobile:

Email: ADEBURGO@CENTRALFALLSRI.US

Qty	Equipment Description	Part Number
2	BRIVO 1-2 DOOR CONTROLLER	ACS300E
3	SENTROL BROWN SURFACE W/SCREW TERM	SR1085TBR
	<ul style="list-style-type: none"> This door contact will monitor the status of the door (open/closed or forced open). Customer can setup the system to send e-mail notifications. <p>An email notification is an email message that corresponds to an Exception Event (such as when the Mayor's door is forced open without a valid fob read or a Control Panel Event (such as when the control panel loses AC power). Notifications can also be configured to alert the customer when a door is propped for extended period of time when the door should be locked.</p> <p>Email notifications are sent to specific people under specific circumstances according to a set of notification rules.</p>	
3	HID PROX POINT PLUS READER	HID6005BGB00
3	C+K REQ-TO-EXIT PIR WHITE	CKIS310WH
1	DMP ISOPROX II CARD, 10-PACK	DM1386-10
1	BRIVO EAGLE EYE 5 PORT POE SWITCH	BIENSW05I001



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a division of American Alarm and Communications, Inc.

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Qty	Service Description	Part Number
3	<p>MYAMERICLOUD ACV HOSTED</p> <ul style="list-style-type: none"> Brivo OnAir is a software application, accessed via the Internet that enables the customer to manage its access control system (ACS) account. This is a subscription service that is billed on an annual basis. Brivo's cloud technology eliminates the need to purchase a server and/or software to manage your access control system. 	
1	<p>BRIVO ONAIR FOR IOS & ANDROID</p> <ul style="list-style-type: none"> Brivo Onair for iOS and Android seamlessly extends our access control and video surveillance platform to a smartphone, integrating door control, credential management and live and recorded video to an intuitive and easy to use application. Administrators can manage building security on the go, providing convenience and peace of mind. <p>The mobile application delivers the most relevant information quickly and concisely, while providing users with the tools they need to respond. Just download the app and sign in with your Brivo Onair credentials.</p>	
1	<p>BRIVO MOBILE PASS 5 PACK</p> <ul style="list-style-type: none"> With Brivo Onair Pass you can open doors with your smartphone, eliminating the need for physical cards and readers. Our cloud-based mobile credential system allows you to distribute mobile credentials and unlock doors with ease. <p>Every Brivo system includes 5 smartphone credentials for no extra charge. Additional bundles of smartphone credentials are available if ever needed.</p>	



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Notes: This updated proposal now includes a third door with access control/card reader along with a second control panel (each controller can handle two doors).

This installation price assumes that the existing electric strike on the doors are in proper working order. If the existing electric lock in the door frame is not functional the customer will have their locksmith provide & install a new one.

Customer is responsible for installing door strike(s) where they are not already installed. Customer will have their locksmith replace the existing door handles for "stockroom" function. The "code-lock" punch style dead bolt lock will also need to be made inoperable or removed.

BRIVO NETWORK REQUIREMENTS (To be provided by customer's IT administrator prior to installation):

- 1 network switch port in the network rack for each card / fob reader
- 1 DHCP network address with WAN access for each card / fob reader
- Outbound URL connection to b2.brivo.com Port 443 (all system functions)
- Outbound URL connection to c2.brivo.com Port 443 (all system functions)

IMPORTANT INSTALLATION NOTES:

- Customer to Provide Electrical Outlet in Server Room
- City, Town or State Electrical Permit Fees, if applicable, are not included in proposal price.
- All work will be performed in a neat and workmanlike manner in accordance with all applicable codes
- All work will be performed by fully licensed and bonded employees of Electronic Alarms
- No subcontractors are used for any of the services we provide to our customers.
- Customer has access to our locally based, in-house technical support team during normal business hours
- 24 Hour emergency service is available for our customers if needed
- We offer service plans to fit your company's needs. Ask about our comprehensive Standard Service and Gold Service Plans.

For over 49 years Electronic Alarms has been dedicated to providing residential and commercial customers with reliable sales, service, installation and monitoring of integrated security and life safety systems.

Rhode Island based Electronic Alarms & sister company American Alarm in Massachusetts now form New England's largest independent security systems integration and monitoring company, with offices in Arlington, Weymouth, Randolph and Auburn, Massachusetts; Manchester, New Hampshire and Warwick, Rhode Island.

Thank you for the opportunity to earn your business!

Henry R. Guzeika
General Manager
Electronic Alarms

2525 West Shore Road
Warwick, Rhode Island 02889
D: (401) 921-6777 C: (401) 641-1013
RI Lic. 4835, AFC-9222, TSC-2104
MA Lic. 7079C



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Professional Services

Annual In Advance \$495.00

Based on five year agreement

Cost & Fee Schedule

Installation Price	\$3,675.00
Sales Tax	\$0.00
Deposit Due In Advance	\$0.00
Balance Due Upon Completion	\$3,675.00

Installation is included in the above prices. Prices valid for 30 days. Where applicable, sales tax is included in prices. Municipal permit fees and parking/ticket fees, if required, will be invoiced separately. Fire Alarm work subject to Fire/Bldg. Department approval. This agreement is subject to the Terms and Conditions of the MASTER AGREEMENT including LIMITATION OF AACI'S LIABILITY stated on the attached pages which the Client acknowledges have been read and accepted. A ninety (90) day repair service policy covering parts and labor is included in the above price (see paragraph 4 on MASTER AGREEMENT.) Client will supply necessary telephone line(s), network drop(s), and electrical power at control panel / CPU location. Deposit to be paid before system goes into service. Monitoring services will commence after emergency notification call list is received by the Monitoring Center. This agreement is binding on American Alarm & Communications, Inc. (AACI) only when signed by an authorized officer of AACI.

Signatures

Electronic Alarm Systems, Inc.

Henry Guzelka

I.D.

Authorized Representative

Date

Client

Please Print Name

Authorized Signature

Mayor

Title

May 16, 2018

Date

MASTER AGREEMENT

Electronic Alarms a division American Alarm and Communications, Inc. ("EA") has written this Master Agreement in simple, easy-to-read language because it wants its Clients to understand it. Please feel free to ask any questions.

- 1. MASTER AGREEMENT & PURCHASE/WORK ORDERS** - EA wishes to be easy to do business with and does not want its Clients to have to read this document more than once. Therefore, this agreement serves as a Master Agreement under which all existing and future systems, products, equipment, and services will be provided by EA. Pursuant to this Master Agreement, EA will do work under Client's purchase order and/or EA work orders (defined as EA service tickets or contracts which refer to this Master Agreement) for the purchase and/or installation of any product, equipment, system or service Client requests from EA. If a term or condition on any individual Purchase Order conflicts with any term or condition of this Master Agreement, this Master Agreement shall control unless the Purchase Order specifically states that the term or condition supercedes a specific term or condition of this Master Agreement and the Purchase Order is signed by both parties.
- 2. LIMITATION OF EA'S LIABILITY - IF EA IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING, SERVICING, INSPECTING OR TAKING OVER AN EXISTING SYSTEM, IN ANY RESPECT AT ALL, EA'S MAXIMUM LIABILITY WILL BE \$1,000. EA WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CLIENT AND EA. IF EA DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. EA EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE, WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY. THE CLIENT ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CLIENT MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING TELEPHONE LINE-CUT PROTECTION.**
- 3. INSURANCE** - The Client understands that EA IS NOT AN INSURER. The Client is responsible for obtaining all insurance the Client thinks is necessary, including coverage for personal injury and property damage. The payments the Client makes under this Agreement are not related to the value of the Premises or the Client's possessions, but rather are based on the cost of the System and EA's services. The Client releases EA from any liability for any event or condition covered by the Client's insurance.
- 4. LIMITED WARRANTY** - For 90 (ninety) days from the date of this Agreement, EA warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, EA will repair or replace that part at no charge to the Client. EA may use reconditioned parts in making repairs, but EA warrants the replacement parts only for the remainder of the warranty period. This limited warranty does not apply if the System has been damaged by acts beyond EA's control such as accidents, power surges, misuse, lack of proper maintenance, unauthorized changes, or lightning (even if surge suppression devices are present), fires, earthquakes, tornadoes, hurricanes, floods, telecom service failure, burglary, riot, or civil disturbance, etc. This limited warranty does not cover: Work or repair necessitated by client relocation, painting, altering or remodeling, batteries in wireless devices, maintenance of computer or server equipment (e.g. data back-ups, hard disk defragmentation, etc.), fees or fines assessed by municipalities, replacement of components not installed by EA and/or not listed on this agreement and/or no longer available from the manufacturer. The Client must notify EA of any problem the Client claims EA's limited warranty covers within the warranty period. EA will repair the problem as soon as it reasonably can during normal business hours after it receives the Client's notice. **IF THE CLIENT SELECTED AN EXTENDED WARRANTY SERVICE AGREEMENT FOR A PARTICULAR SYSTEM(S), PLEASE SEE SUMMARY OF ADDITIONAL COVERAGE ATTACHED TO THE PURCHASE/WORK ORDER(S) FOR SAID SYSTEM(S).** This limited warranty is the only warranty EA makes, is made only if EA installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. EA MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** EA does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service.
- 5. CLIENT'S PROTECTION OF COMPANY** - This Agreement is intended only for the Client's benefit. Therefore, the Client agrees to protect/indemnify, defend and release EA and EA's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against EA, which relate to the System or the services EA provides. EA's related parties include EA's employees, agents and subcontractors. This protection/indemnity covers claims brought against EA by the Client's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability. The Client's duty to protect/indemnify EA, however, does not apply to claims based on injuries to third parties or to their property that occurred while EA's employees were on the Premises and which were caused solely and directly by those employees. In case of any third party claim or loss covered by the Client's insurance, the Client agrees not to look to EA or EA's related parties for reimbursement. The Client waives any rights that the Client's insurance carrier or others claiming through the Client may have against EA or EA's related parties.
- 6. THE CLIENT'S AGREEMENTS** - The Client has the authority to sign this Agreement and in doing so will not violate any other agreement. The Client is not aware of any hazardous conditions on the Premises. The Client agrees to prevent false alarms and assume responsibility for them. If EA notifies the Client of a malfunction, the Client will disconnect the System until EA can repair it. The Client will not tamper or interfere with the System, nor permit others to do so. The Client agrees that EA can record and use all communications with anyone at the Premises in the normal course of EA's business. The Client will test the System at least once a month, as well as when changes are made to its telephone system, related computer systems, or the Premises. The Client will immediately notify EA of any problems with the System. The Client agrees that EA can make program changes to EA's proprietary data located in the transmitting device. The Client will pay EA its then-current charges for doing any work not covered by this Agreement, including paying EA's minimum service charge if EA cannot enter the Premises at the scheduled time. The Client's obligations continue even if the Client sells or leaves the Premises. Client authorizes American Alarm to use enhanced verification procedures to reduce the number of unneeded police dispatches.
- 7. TERMINATION** - If the Client fails to perform its obligations, EA will give the Client written notice of default. If the Client does not fix the default within 30 (thirty) days, EA can end this Agreement. If either party ends this Agreement, the Client must pay EA: (a) all amounts then due; (b) the full amount due EA for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) EA's reasonable collection costs, including attorneys' fees and administrative costs. If this Agreement is ended, EA does not have to provide any service, including monitoring, after that date. In addition, EA can peacefully enter the Premises and remove its equipment. If EA waives any default by the Client, that does not mean EA waives later defaults. Any waiver by EA must be in writing. The Client grants EA a security interest in any property EA installs on the Premises in order to secure payment of the purchase price. The Client must return such property if it does not fully pay for it. If the Client does not return such property, EA will ask a court to force the Client to do so. EA has the rights of a secured party under the Uniform Commercial Code.
- 8. SYSTEM CHARGES** - Where applicable, sales/use tax is included in the cost of material to construct the real estate addition and/or the selected maintenance services. Municipal permit fees, parking fees, computer-generated as-built drawings and submittals will be billed separately. After the initial twelve months of this Agreement, EA can increase EA's fees by an annual amount up to 9%. If the Client is more than 30 (thirty) days late with payment, EA can charge the Client interest up to the highest rate allowed by law. In addition, the Client agrees to pay EA's reasonable collection costs, including attorneys' fees, and a reasonable reconnect fee if EA has disconnected the System.
- 9. AGREEMENT TERM** - All monitoring services, service agreements and equipment rentals are for terms of five (5) years from the date of the transaction evidenced by the date EA accepted the relevant purchase order or work order ("Initial Term"). After the Initial Term, this agreement shall automatically renew itself from year to year unless thirty (30) days prior notice in writing of desire to terminate the connection is given by either party to the other.
- 10. ADDITIONAL REQUIRED COSTS** - In some cases, unforeseen obstacles and time commitments occur for which extra charges will apply, but only upon due notice to Client before the additional work is performed. These include: Additional requirements by the municipality (e.g. additional required equipment, meetings, inspections or services, etc.), use of a bucket truck, lift, or other rented equipment, software programming by others, additional door and lock work, hidden construction obstacles, 120-volt electrical work, unexpected extra meetings, site visits, or overtime work.
- 11. SYSTEMS INSTALLED BY OTHERS** - When existing on-site equipment installed by others is to be incorporated into a service agreement, EA may inspect such equipment at any time prior to service being operative under the agreement. If, in its sole judgment, EA determines the equipment, wiring, or any component not to be in good operating condition, not installed to code, or not compatible with new equipment to be installed, EA will repair or replace defective elements on a time and materials basis to be invoiced separately.
- 12. TRANSFERS** - The Client cannot transfer this Agreement without EA's consent. However, EA can transfer this Agreement or subcontract its obligations without the Client's consent. If EA does so, anyone to whom EA transfers or subcontracts its obligations will have all of EA's rights. EA is not responsible, however, for any work, including monitoring, which is done negligently by any third party.
- 13. NOTICES; LIMITATION ON LAWSUITS; JURY TRIAL** - Unless otherwise indicated, all notices must be in writing. The Client must bring any claim against EA within 1 (one) year after the claim arose. If the Client does not, the Client has no right to sue EA and EA has no liability to the Client for that claim. It is critical that the Client bring any claim in a timely manner. The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **EA AND THE CLIENT BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**
- 14. TITLE** - In the case of system purchase, Title to the system does not pass to the buyer until after the equipment has been affixed permanently to the real estate and becomes part of the real estate and all amounts due under this agreement for sale and installation including the initial periodic service invoice have been paid. In the case of a rental agreement, the equipment and system described above are at all times owned by EA.
- 15. REQUIREMENTS FOR COMMENCING INSTALLATION AND/OR SERVICE** - In order to commence installation, Client must supply necessary telephone line(s) or other communication means and an electrical power source at the C.P.U./Control Panel location. In order to commence monitoring services, an Emergency Notification Call List must be received by American Alarm's Central Station. All systems will go into service after the installation invoice and/or initial service invoice is paid in full.
- 16. MISCELLANEOUS** - This Agreement contains the entire understanding between the Client and EA and replaces any other documents or discussions EA previously had with the Client. This Agreement is not binding on EA until EA or its authorized agent signs it or begins installation or service. Massachusetts's law governs this Agreement. Faxed signatures are binding on the parties. If EA does not approve this Agreement, EA's only obligation is to refund any payments the Client has made. Any equipment or services EA provides to the Client in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except in writing signed by both the Client and EA. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." All schedules and attachments are a part of this Agreement.