



Est. 1999

Proposal

e.Norman Security Systems, Inc.

1075 Shore Road
Naperville, IL 60563-8758
(630) 364-3600 phone
(630) 364-3609 fax

License No. 127-001076

June 29, 2020

Mr. Jim Birchall
City of Aurora
44 E. Downer Place
Aurora, IL 60507-2067

Phone: (630) 256-3491

jbirchall@aurora-il.org

Proposal: JS20062701-1
Project: City of Aurora, Access Control System
Subject: Proposal for Access Control for City Hall Stairwells

We are pleased to submit this **revised** proposal (**Rev. 1**) for your consideration. e.Norman Security Systems (**eNSS**) shall provide (furnish and install) necessary material and labor for above project as described below.

| | | | |
|---|---------------------|------------|-----------|
| 1. Access Control for City Hall Stairwells | \$ 65,515.49 | <u>Yes</u> | <u>No</u> |
|---|---------------------|------------|-----------|

a. Cost Breakdown:

| | |
|--|--------------|
| Material..... | \$ 26,218.24 |
| Installation labor | \$ 17,024.00 |
| Other Labor (Professional services, engineering, programming, as-built documentation, warranty, customer training) | \$ 3,845.00 |
| Subcontractor locksmith | \$ 18,118.25 |
| Shipping and Handling | \$ 310.00 |
| Tax | Exempt |

b. Scope of Work by eNSS:

Furnish and install:

- (2) Reader controllers with enclosures and power supplies
- (13) Card readers for doors on all floors in two stairwells in City Hall
- (13) Single door controllers or interfaces with enclosures
- (10) Von Duprin E373L-BE-626 electrified trims with mounting plates and power transfer hinges (Von Duprin non-locking trim **(See note 1.c.1)**)
- (10) Key override for stairwell doors with new Von Duprin fail-safe electrified trim
- (3) Von Duprin fail-safe electrified cylindrical locks for lower level stairwell doors in City Hall
- (13) Door lock suppressors
- (Lot) Cables, conduit raceway to conceal cables in stairwells, and ancillary devices as needed for complete installation

c. Notes:

- 1) New Von Duprin trim will not have exterior key access therefore we will provide separate key override that will be installed next to new card readers on stairwell side of the doors. **Approval of selected type of locking hardware is needed from local AHJ prior to installation.**
- 2) New readers will be connected to existing FCWnx access control system

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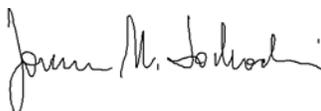
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3) IT Dept shall provide IP addresses for new reader controllers.

General Notes:

1. This offer is valid for 90 days.
2. Terms: Notwithstanding anything contained in the attached Terms & Conditions, the *Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq.* shall control as to payment and interest terms.
3. Sales/use tax is not included.
4. Permit is not included and is extra as applicable.
5. Delivery: one week A.R.O. to start, 2-3 weeks thereafter to substantial completion.
6. Warranty is one (1) year for parts and ninety (90) days labor.

I am glad to be of service. Should you have any further questions, please do not hesitate to contact me at (630) 364-3602.



Respectfully Submitted by: _____

Janusz Sochacki, Vice President
Dir: (630) 364-3602, Cell: (630) 776-4270
Email: jsochacki@enormansecurity.com

e.Norman Security Systems, Inc. is licensed by the State of Illinois as a private alarm contractor, License No. 127-001076. Its employees involved in the engineering, design, sale, installation, documentation and maintenance of the proposed system hold Permanent Employee Registration Cards (PERC) as required by the state (225 ILCS 446/80).

ACCEPTANCE BY BUYER

ACCEPTANCE BY SELLER

By _____

By _____

Title _____

Title _____

Printed Name _____

Printed Name _____

Date _____

Date _____

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TERMS AND CONDITIONS

1. **INSTALLATION SCHEDULE AND PAYMENTS.** Installation will be scheduled upon receipt of an original signed proposal and payment deposit. Unless otherwise stated on the front of this proposal, 50% deposit on the purchase price, including any accepted alternates and additions, is required. 40% progress payment will be invoiced upon delivery of all material and substantial completion of the project. Balance is due upon final completion.
2. **CABLE INSTALLATION.** Seller will install cables and related junction boxes in concealed spaces and above dropped-tile ceilings wherever practical. If walls or ceilings are inaccessible, surface wire raceway will be used accordingly. Unless specifically listed in this proposal, the purchase price does not include 120V work, conduit, surface raceways, or related electrical and junction boxes. If such electrical work or raceways are required, they will be added to the job as extra. Any patching, painting, or restoration work is the responsibility of Buyer unless specifically otherwise noted.
3. **CHANGES, ADDITIONS OR DELETIONS** to the contract must be by a written change order only. No additional work will be performed without a signed change order. Changes or additions required by Buyer or by authority having jurisdiction that change or deviate the specification of this proposal will be subject to a corresponding change in price. Seller must approve revisions to the contract payments terms.
4. **LATE PAYMENTS.** All sales are two party agreements. Payment of invoices shall not be contingent upon payment by a third party. Payments not received within 45 days may result in suspension of the installation.
5. **PERMITS, PLAN REVIEW, FEES** and/or inspections required by authority-having jurisdiction or other governmental authority, unless specifically included in price quoted on the front page of this contract, are at an additional charge and shall be paid by Buyer.
6. **SECURITY INTEREST.** Buyer hereby grants and Seller retains the purchase money security interest in the described equipment until the purchase price is paid in full. In connection therewith, Buyer agrees to execute all instruments (including financing statements) deemed necessary by Seller under applicable law to establish, maintain and continue protected Seller's purchase money security interest in the equipment or otherwise protect its rights in and to said equipment. Buyer shall cause all necessary documents to be filed on Seller's behalf, including UCC Financing Statement.
7. **FINAL INSPECTION.** Buyer or buyer's authorized representative must be present at final inspection or walk-through that may be used to determine compliance to contract or substantial completion. Incomplete items that do not meet the contract specifications will be listed as punch list items requiring correction or completion. Seller will complete or correct items from the punch list as soon as practically possible. A Buyer's signature is required acknowledging the acceptance of the installation that it meets full or substantial compliance according to the contract specifications, including any accepted alternates or options.
8. **WARRANTY.** Seller hereby warrants the described equipment against defective parts for a period of one (1) year from the date of installation and warrants that the installation of said equipment shall be performed in a workmanlike manner. Unless otherwise stated on the front of this proposal, Seller warrants its installation labor for a period of ninety (90) days. Buyer's exclusive remedy under these warranties shall be the repair or replacement by Seller, at Seller's expense, of nonconforming equipment or parts thereof. Warranty does not include damage due to abuse, neglect, vandalism, or weather-related damage such as flood, wind or lightning and any other Acts of God. This warranty is the only warranty given by seller, and all other warranties, express or implied, are excluded, including any implied warranty of merchantability or any implied warranty of fitness for a particular purpose; there are no warranties, which extend beyond the face hereof.
9. **DISCLAIMER OF LIABILITY.** Buyer understands that: a) Seller is not an insurer of Buyer's property or the personal safety of persons at said location; b) Buyer will provide any insurance on said location and its contents; c) the amount Buyer pays to Seller is based solely on the value of the service Seller provides and not on the value of the Buyer's location or its contents; d) security systems, fire alarm systems and monitoring may not always operate properly for various reasons; e) it is difficult to determine in advance the value of the Buyer's property that might be lost, stolen or destroyed if the system or Seller's service fail to operate properly; f) it is difficult to determine how fast the police, fire department or others would respond to an alarm signal; g) it is difficult to determine what portion, if any, of property loss, personal injury or death would be approximately caused by Seller's failure to perform, negligence, of a failure of the system. Therefore, Buyer agrees that even if a court decides that a failure of the system, Seller's negligence, monitoring, repair, or service caused or allowed any harm or damage, whether property damage, personal injury or death, to Buyer or anyone at Buyer's location, Buyer agrees that Seller's liability shall be limited to the lesser of \$1000 or six (6) times the monthly service fee, and this shall be the Buyer's only remedy regardless of what legal theory is used to determine that Seller was liable for the injury or loss. Buyer may obtain from Seller a higher limitation of liability by paying an additional price based on a graduated scale of rates for periodic or one-time purchase fees. If this option is elected, Seller will attach a rider to this agreement, signed by an authorized officer, which will set forth the amount of limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not indicate that Seller is an insurer.
10. **GENERAL NOTES AND CONDITIONS,** if included on the front of this proposal, are part of this agreement. This agreement shall become part of any other contract document directly related to or covering this work whether or not it is referenced, specified or indicated herein. Such documents, which include, but are not limited to, monitoring and maintenance agreements, will be executed separately.
11. **AUTHORITY.** Buyer represents, covenants and warrants to Seller that Buyer has corporate or other power to make and perform this agreement and that the making and performance of this agreement by Buyer, and the financing hereunder, have been duly authorized by all necessary corporate or other action of the Buyer and will not violate any provision of law or of its Articles of Incorporation or By Laws,

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Articles of Organization, Certificate of Formation or other charter, or Operating Agreement, or result in the breach of any agreement to which Buyer is a party or by which it is bound.

12. SEVERABILITY. This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision thereof is declared invalid.

COA, Rev. 3 - 120820