



DIVISION OF PIEPER ELECTRIC, INC. ON SITE ELECTRICAL SERVICE AND MANUFACTURING

Systems Technologies · Phone: (715) 539-2877 · Fax: (715) 536-2627 · W4618 County Road G Merrill, WI 54452

Quote No.: 13309

Prepared for: City of La Crosse 400 La Crosse St

La Crosse, WI 54601 U.S.A.

Date: 1/18/2019

Prepared by: Chris Schultz

Account No.: 2761 Phone: (608) 789-8225 Fax: (608) 789-8224

	1 d. (660) 763 622 1						
Quantity	Item ID	Description					
. 1	GENE-SY-8RDHIDPW -B-NA-KIT 8-reader HID Kit (pre-wired) for a contract of the	n enclosure Kit,					
2	ALTR-LPS3C24X	POWER SUPPLY ALTRONIX LINEAR 24 V					
2	AXIS-5025-281	POE ETHERNET EXTENDER					
2	AXIS-01054-001	P1447-LE OUTDOOR BULLET CAMERA, 5MP, 2.8-8.5MM LENS					
2	NEDA-9945466	UPASS LONG-RANGE UHF READER					
100	NEDA-9945946	GEN 2 UHF WINSHIELD TAG					
2	NEDA-9875840	ADJUSTABLE WALL MOUNT KIT					
2	NEDA-7591152	WEATHER HOOD FOR UPASS REACH READER					
1	HID-910PTNNEK000 00	ICLASS SE RP15 READER BLACK					
2	HID-940NTNTEK000 00	ICLASS LONG RANGE READER, 12"x12"					
2	HOUS-PCH196	14X14X4 HOUSING					
2	HOUS-PS042B	STEEL GOOSENECK PEDESTAL BLACK POWDER COAT 42" HIGH			•.		
2	GENE-OM-E-1C	1 CAMERA CONNECTION					
2	GENE-ADV-CAM-E-1M	GENETEC ADVANTAGE FOR 1 OMNICAST ENTERPRISE CAMERA - 1 MONTH					
8	GENE-ADV-RDR-E-1M	GENETEC ADVANTAGE FOR 1 SYNERGIS ENTERPRISE READER - 1 MONTH	8				
2	DITE-DTK-4LVLPSCP D	SURGE PROTECTOR 4-PAIR SCREW TERMINALS, 24V					
2	DITE-DTK-2LVLPX	SURGE PROTECTOR, 2-PAIR, SCREW TERMINALS, 24V		i.			
2	DITE-DTK-MRJPOE	GIGABIT POE SURGE PROTECTOR					
6	BATT-1270	12V 7AH BATTERY					

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4m-10.1.1. 2000b				
Quantity	Item ID	Description		
500	CABL-VNTC-18-2	18-2 TRAY CABLE 600V UNSHIELDED		
1,000	CABL-VNTC-18-6C-S HLD	18-6 SHILEDED 600V TRAY CABLE		
600	HITA-30025-8	CAT6 PLENUM DATA CABLE PURPLE		
10	HUBB-HXJ6P	JACK CAT 6 XCELERATOR PURPLE SINGLE (SOLD IN 25 PACK)		
3	HUBB-ISB2EI	2 PORT SURFACE HOUSING ELECTRIC IVORY		
6	QUIK-566-145-003	3ft CAT6 PATCH CORD PURPLE NON BOOTED		
3	QUIK-566-145-007	7ft CAT6 PATCH CORD PURPLE NON BOOTED		
500	CABL-BF0424-L6	24-4PR OSP PVC C6 DIRECT BURIAL		
1.00	MISC. MATERIALS	MISC. CONNECTION HARDWARE		
1.00	LABOR INSTALLATION	INSTALLATION LABOR		

Total:	\$24,852.00

Date: 1/18/2019

Prices are firm until 2/17/2019

Terms: Net 30

Prepared by: Chris Schultz, chris.schultz@pieperpower.com

Scope of Work: Provide access control and cameras at the two Police Parking gates at the La Crosse City Hall by extending the existing City Genetec security system per the attached drawings.

-Quote includes equipment/software listed above, final terminations, programming, commissioning, and initial software set up. Work at the vehicle gate locations will include mounting of the field devices listed above and termination of cabling.

Additional Notes

-All work to be performed during normal working hours typically 7:00am to 5:00pm Monday thru Friday.

Owner Provided:

- -Three Ethernet switch ports with POE located in the data rack nearest to where the vehicle gate cabling enters the building.
- -Construction permits (if required).

Provided by Others:

- -Gate controller/operator, vehicle loop detectors, gate position switch.
- -Conduit with ground wire from the building to the vehicle gate controllers & card reader locations
- -120v power at the card controller cabinet and the reader power supply locations
- -Installation of cables from the building to the gate located equipment (cables provided by Systems Technologies above).
- -See attached drawings for additional items.

Accepted by:	Date:

Please see attached terms and conditions of sale.

TERMS AND CONDITIONS OF SALE

- 1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to co-operate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.
- 2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.
- PROPOSAL. Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.
- 4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.
- 5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.
- 6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.
- ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all-risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.
- 8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.
- 9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.
- 10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.
- 11. CHANGES. No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.
- 12. WORK STOPPAGE. Should work be stopped by any public authority or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's railure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

- 13. DELAY. Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualities, accidents, environmental hazards, Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.
- 14. DISPUTES. These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil filipation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.
- 15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair oreplacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.
- 16. CONFLICTS/INCONSISTENCIES. If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.
- 17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
- 18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.
- 19. IMPAIRMENT OF CREDIT. If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.
- 20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.
- 21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.
- 22. GENERAL EXCLUSIONS. Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



