



CITY COUNCIL WORK SESSION AGENDA
Work Session - Northway Fields Security Improvements

This meeting will be held in-person and virtual.

**25 Crescent Road
Greenbelt, MD 20770**

OR

**Virtual Participation
Zoom Webinar Attendees:**

Please submit your request in writing via email to questions@greenbeltmd.gov

<https://us02web.zoom.us/j/88590281478?pwd=RkZiVGFCCK0pySCsxcVFzcDFjNE9hQT09>

Dial-in: 301 715 8592

Webinar ID: 885 9028 1478

Passcode: 354201

**Wednesday, March 13, 2024
7:30 PM**

Work Session - Northway Fields Security Improvement

Work Session - Northway Fields Security Improvement
Suggested Action:

Agenda

- Introductions - 15 minutes (7:30 - 7:45 pm)
- Council Discussion - 60 minutes (7:45 - 8:45 pm)
- Questions and Answers - 15 minutes (8:45 - 9:00 pm)
- Other Items - 30 minutes (9:00 - 9:30 pm)
 - Information Items

[Work Session_Recycling Centers_3.13.24.pdf](#)

City Council Work Session Agenda Item Report

Meeting Date: March 13, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Work Session Item

Agenda Section: Work Session - Northway Fields Security Improvement

Subject:

Work Session - Northway Fields Security Improvement

Suggested Action:

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- Introductions - 15 minutes (7:30 - 7:45 pm)
- Council Discussion - 60 minutes (7:45 - 8:45 pm)
- Questions and Answers - 15 minutes (8:45 - 9:00 pm)
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Attachments:

[Work Session_Recycling Centers_3.13.24.pdf](#)



Used Oil
Shed

Proposed Fence and Gate

30'

Single Stream Recycling


Buddy Attick
Park
Recycling
Drop-off
Center

Food Scraps
Shed

Textiles
Shed

Republic
Services



95'

Republic Services - Trash

Greenbelt
East
Recycling
Center

Republic Services - Recycling

Textiles Shed

Greenway Center Drive

Hanover

65'

Automated Gate



Plateau Place

Ridge Road

6 Plateau

Proposed Gate

Northway

Proposed Gate Location 2

Greenbelt
Observatory

Compost Site

Millings
Pile

Northway Fields

Northway Fields

Wolfe Fields Trail

Eastway Trail

Hamilton Woods
Tract

Mowatt Trail

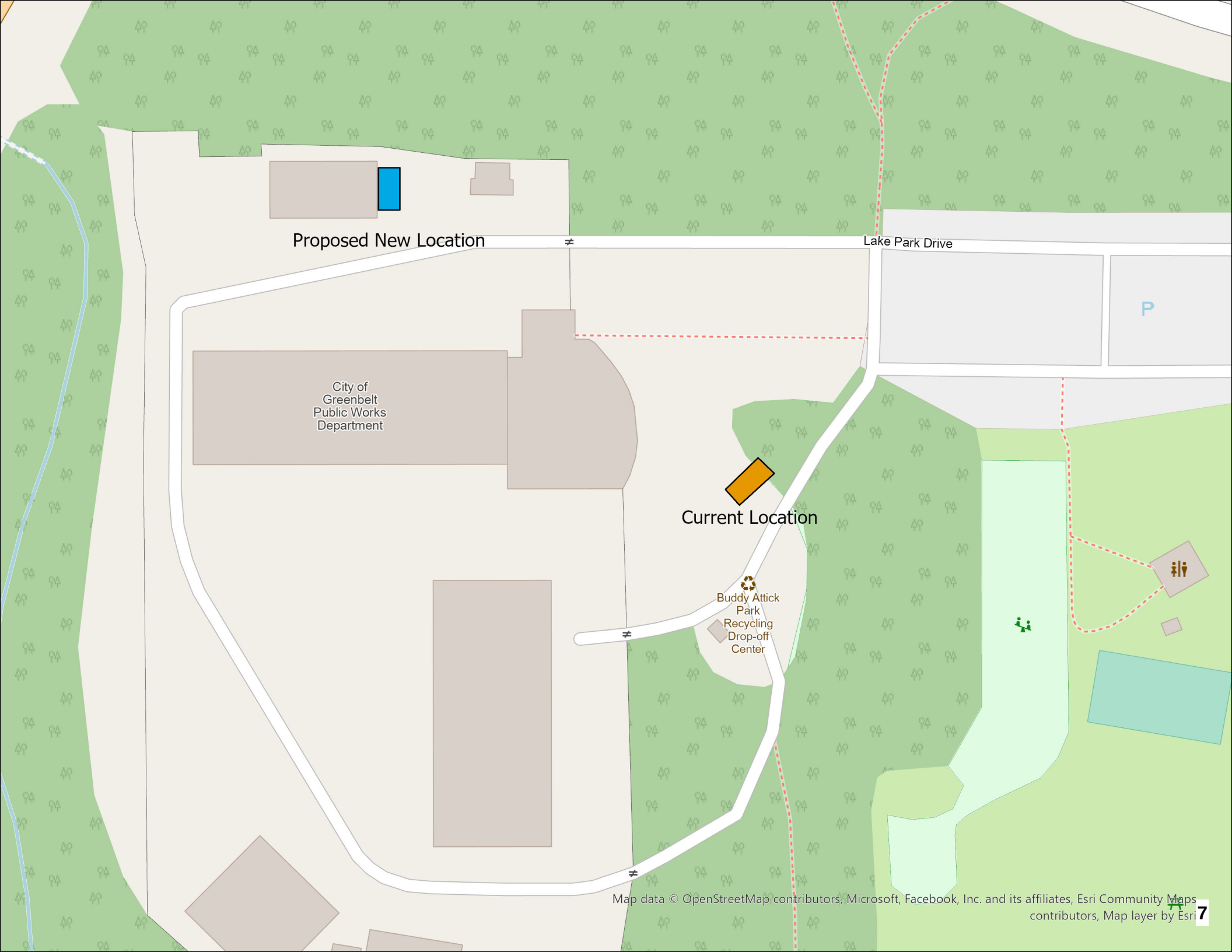
Hamilton Woods Trail

Ridge Road

Mowatt Trail

Mowatt

Baltimore-Washington Parkway



Proposed New Location

Lake Park Drive

P

City of
Greenbelt
Public Works
Department

Current Location

Buddy Attick
Park
Recycling
Drop-off
Center



Opportunity #: 26941_22

Quote#: Q-04892

Date: October 21, 2022

Opportunity Name: City of Greenbelt Public Works - BAL Recycling Center Cameras
555 Crescent Rd
Greenbelt, Maryland 20770

Attention: Brian Kim

From: Mark Phelps
(410) 552-1777
mphelps@lssmd.com
1417 Knecht Avenue Suite 2A
Arbutus, Maryland 21227

This quotation shall remain valid for seven (7) days from the proposal date. Price is based upon delivery of equipment within three months. LS Systems payment terms are NET 30 unless specified otherwise under this proposal.

SCOPE OF WORK:

Per the request of the City of Greenbelt, LS Systems shall install cameras at the rear recycling area (Buddy Attick Park) behind the Public Works Building. LS Systems shall accomplish this by furnishing and installing two outdoor cameras of like model of the existing cameras in the existing CCTV system. The new cameras will be integrated with the existing camera system using existing CAT5 wire.

The following scope of work shall be conducted at the below designated area:

- Install (1) Camera on the existing light pole - Illustra Flex 16MP 360 degree camera
- Install (1) Cameras across the lot on a new pole - Illustra Flex 3MP LPR (License Plate Reader) camera

City of Greenbelt Department of Public Works shall provide the following prior to camera installation:

- Install (1) aluminum pole of like height and diameter across the lot from the existing light pole
- Trench through the asphalt lot between the two poles to provide an area for LS Systems to run PVC piping to provide wired connections between the cameras.
- Trench through the grassy area behind the existing light pole to the utility shed to provide an area for LS Systems to run PVC piping to connect the outside cameras to the existing camera system.



QUOTE DETAILS:

This quote includes

Delivery of any needed material
Applicable taxes
Training on any new equipment
Applicable operations and maintenance manuals

This quote excludes the following unless noted elsewhere on the proposal

Lifts and Hoists
Vertical Core Drilling
On-Site Lockable Storage Facility
Ceiling Tiles and Ceiling Grid Repairs
Horizontal Core Drilling
Fees associated with obtaining electronic CAD files
Permit fees
Engineer's plan review & stamping fees
Any modification to existing base building FACP or Annunciator (IF APPLICABLE)
Payment & Performance Bonds
Patching and Painting
Firestopping / Caulking (excluding existing penetrations)
Fire Watch
120VAC and Fused Disconnect Switch
Correction of Wiring Faults and field devices errors Caused by Others
Floor Coverings for Lifts and Hoists
U.L. Central Station Monitoring Services
U.L. Listing for the premise (Proposal available upon request)
Client Support Plan (Proposal available upon request)
Maintenance of proper environmental conditions for protection and operation of equipment/devices



CLARIFICATIONS AND EXCLUSIONS

- This quote is based on all wiring being free of ground faults, shorts or any other problematic conditions that may arise due to wiring. This **MUST** be confirmed in writing before LS Systems arrives on site for any tie in, programming, or testing.
- LS Systems assumes absolutely no responsibility for the isolation or correction of wiring faults, such as opens, shorts, grounds, incorrect EOL, resistor values, pinched or broken wire/conductors etc.
- **Installed equipment will be properly protected by others**
- **Maintenance of proper environmental conditions for provided equipment will be provided by others**
- Twenty Five percent (25%) of the proposed sell price shall be payable to LS Systems for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- LS Systems reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
- Submittal Packages (CAD engineered drawings and equipment submittal books) will require a minimum of 15 business days for completion depending on the size of the project (size to be determined prior to acceptance). Any special requests outside of these parameters will be accommodated based on availability at additional costs.
- Any revisions or alteration to the submitted drawings or submittal package will result in additional charges for engineering/re-engineering, re-printing and re-submitting (If the submittal package requires special NICET, UL, FPE or licensing – additional cost will be incurred)
- Any returned material **MUST** be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 50% restocking charge
- All invoice terms are Net 30 calendar days unless specifically noted elsewhere. We do not operate on a “paid when paid” basis. This proposal is based strictly on a Net 30 payment basis.
- LS Systems requires that all project invoices be paid to 90% prior to the project’s substantial completion.
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Saturdays and Sundays are time plus half, holidays are double-time).
- Any and all equipment will require a minimum of ten business days for delivery after we receive a written release from the customer. Any special requests for delivery outside of these parameters will be accommodated based on availability at additional costs if required.
- Unless noted under “performance items” this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to LS Systems.



PROJECT INVESTMENT

Standard Price: \$16,324.00 [Sixteen thousand three hundred twenty-four and 00/100 Dollars]

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the [sub]Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the Contract Documents. A change in price of an item of material shall be considered significant when the price of an item increases 2% (percent) between the date of this contract and the date of installation.

Thank you for considering LS Systems. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Mark Phelps

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

Customer Signature

Date

Customer Name (Printed)

P.O. or Reference Number

If Optional Items are included on this quote, please check this box if you want to include these items in the Scope of Work.



TERMS & CONDITIONS:

THIS AGREEMENT is made on October 21, 2022 between Life Safety Systems, Inc, a Maryland Corporation ("LS Systems") and City of Greenbelt Public Works, (the "Customer").

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the: attached scope of work ("Work") This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between LSS and Customer (the "Agreement") and it may only be amended by a written document signed by both LSS and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force

LSS agrees in accordance with the mutually agreed project schedule

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while renaming responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to LSS

- a. To promptly approve submittals provided by LSS,
- b. To provide access to all areas of the facility which are necessary to complete the Work,
- c. To supply suitable electrical service as required by LSS, and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property

during the period of time from when LSS is first notified of the emergency or failure and until such time that LSS notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain in valid for 7 days unless otherwise specified. Price includes only the material listed based on LSS's interpretation of plans and specifications unless noted otherwise Additional equipment, unless negotiated prior to order placement, will be billed accordingly Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an Interest rate 1 and ½% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure

SECTION 4. WARRANTY



LSS provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement,
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that LSS shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided LSS is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by LSS in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which LSS hereby assigns to Customer without recourse to LSS. Upon request of Customer, LSS will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by LSS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or LSS may request changes in the

Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work; shall be in writing signed by both Customer and LSS. If Customer orders any additional work or causes any material interference with LSS's performance of the Work, LSS shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor LSS shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by LSS due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7.

INSURANCE

LSS shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Employers Liability
Commercial General	Liability
Statutory Limits	

\$1,000,000 per occurrence/aggregate



\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability \$1,000,000
per occurrence/aggregate

Excess/Umbrella Liability \$4,000,000
per occurrence/aggregate

All insurance policies carried by LSS hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by LSS, as applicable, but only to the extent of liabilities falling within the indemnity obligations of LSS, pursuant to the terms of this Agreement LSS shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy

SECTION 8. INDEMNIFICATION

LSS shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of LSS or LSS's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by LSS, or c) LSS breach of this Agreement.

IN NO EVENT SHALL EITHER LSS OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LSS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO LSS.

It is understood and agreed by the parties hereto that LSS is or may be providing monitoring and or intrusion products which are designed to provide notification of

certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, LSS indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by LSS. LSS shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or Intrusion product or software. Customer shall indemnify, defend, and hold harmless LSS from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by LSS.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province which the Work is being performed. LSS agrees to comply with all laws and regulations relating to or governing the Work. LSS agrees to comply with all reporting requirements imposed by law or this Agreement. LSS shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to LSS prior to beginning work.

In the event that LSS discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, LSS is entitled to stop the Work at that facility if such hazardous material, or unsafe working conditions were not provided by or caused by LSS. LSS in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. LSS shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless LSS from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney fees,



arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between LSS and Customer, LSS and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. LSS may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by LSS. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or LSS and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or LSS shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



Opportunity #: 26940_22
Quote#: Q-04943
Date: October 21, 2022
Opportunity Name: City of Greenbelt Public Works - Hanover Pkwy Recycling Center Cameras
555 Crescent Rd
Greenbelt, Maryland 20770
Attention: Brian Kim
From: Mark Phelps
(410) 552-1777
mphelps@lssmd.com
1417 Knecht Avenue Suite 2A
Arbutus, Maryland 21227

This quotation shall remain valid for seven (7) days from the proposal date. Price is based upon delivery of equipment within three months.
LS Systems payment terms are NET 30 unless specified otherwise under this proposal.

SCOPE OF WORK:

Per the request of the City of Greenbelt, LS Systems shall install one (1) solar camera at Hanover Parkway Recycling Center.

The following scope of work shall be conducted at the below designated area:

Install (1) Linovision solar powered system including:

- 1200WH Lithium Battery
- 4MP Smart night Color VU IP Turrent Dome camera
- Includes Strobe Light and audio alarm
- SIM card and a data plan for cellular connectivity back to the NVR (Data Plan will be an annual fee).

City of Greenbelt Department of Public Works shall provide the following prior to camera installation:

- Install (1) aluminum pole of like height and diameter across the lot from the existing light pole



QUOTE DETAILS:

This quote includes

Delivery of any needed material

Applicable taxes

Training on any new equipment

Applicable operations and maintenance manuals

This quote excludes the following unless noted elsewhere on the proposal



CLARIFICATIONS AND EXCLUSIONS

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- **Maintenance of proper environmental conditions for provided equipment will be provided by others**
- Twenty Five percent (25%) of the proposed sell price shall be payable to LS Systems for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
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- Unless noted under “performance items” this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to LS Systems.



PROJECT INVESTMENT

Standard Price: \$9,688.40 [Nine thousand six hundred eighty-eight and 40/100 Dollars]

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the [sub]Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the Contract Documents. A change in price of an item of material shall be considered significant when the price of an item increases 2% (percent) between the date of this contract and the date of installation.

Thank you for considering LS Systems. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Mark Phelps

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

Customer Signature

Date

Customer Name (Printed)

P.O. or Reference Number

If Optional Items are included on this quote, please check this box if you want to include these items in the Scope of Work.



TERMS & CONDITIONS:

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LSS agrees in accordance with the mutually agreed project schedule

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while renaming responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to LSS

- a. To promptly approve submittals provided by LSS,
- b. To provide access to all areas of the facility which are necessary to complete the Work,
- c. To supply suitable electrical service as required by LSS, and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property

during the period of time from when LSS is first notified of the emergency or failure and until such time that LSS notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

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SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an Interest rate 1 and ½% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure

SECTION 4. WARRANTY



LSS provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement,
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that LSS shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided LSS is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by LSS in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which LSS hereby assigns to Customer without recourse to LSS. Upon request of Customer, LSS will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by LSS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or LSS may request changes in the

Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work; shall be in writing signed by both Customer and LSS. If Customer orders any additional work or causes any material interference with LSS's performance of the Work, LSS shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor LSS shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by LSS due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

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INSURANCE

LSS shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Employers Liability
Commercial General	Liability
Statutory Limits	

\$1,000,000 per occurrence/aggregate



\$1,000,000 per occurrence/aggregate

\$2,000,000 general aggregate

Automobile Liability \$1,000,000
per occurrence/aggregate

Excess/Umbrella Liability \$4,000,000
per occurrence/aggregate

All insurance policies carried by LSS hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by LSS, as applicable, but only to the extent of liabilities falling within the indemnity obligations of LSS, pursuant to the terms of this Agreement LSS shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy

SECTION 8. INDEMNIFICATION

LSS shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of LSS or LSS's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by LSS, or c) LSS breach of this Agreement.

IN NO EVENT SHALL EITHER LSS OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LSS BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO LSS.

It is understood and agreed by the parties hereto that LSS is or may be providing monitoring and or intrusion products which are designed to provide notification of

certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, LSS indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by LSS. LSS shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or Intrusion product or software. Customer shall indemnify, defend, and hold harmless LSS from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by LSS.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province which the Work is being performed. LSS agrees to comply with all laws and regulations relating to or governing the Work. LSS agrees to comply with all reporting requirements imposed by law or this Agreement. LSS shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to LSS prior to beginning work.

In the event that LSS discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, LSS is entitled to stop the Work at that facility if such hazardous material, or unsafe working conditions were not provided by or caused by LSS. LSS in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. LSS shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless LSS from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney fees,



arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between LSS and Customer, LSS and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. LSS may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by LSS. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or LSS and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or LSS shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



Opportunity #: 26939_22
Quote#: Q-04948
Date: October 21, 2022
Opportunity Name: City of Greenbelt Public Works - Northway Field Cameras
555 Crescent Rd
Greenbelt, Maryland 20770
Attention: Brian Kim
From: Mark Phelps
(410) 552-1777
mphelps@lssmd.com
1417 Knecht Avenue Suite 2A
Arbutus, Maryland 21227

This quotation shall remain valid for seven (7) days from the proposal date. Price is based upon delivery of equipment within three months.
LS Systems payment terms are NET 30 unless specified otherwise under this proposal.

SCOPE OF WORK:

Per the request of the City of Greenbelt, LS Systems shall install one (1) solar camera at Northway Field (8101 Northway).

The following scope of work shall be conducted at the below designated area:

Install (1) Linovision solar powered system including:

- 1200WH Lithium Battery
- 4MP Smart night Color VU IP Turrent Dome camera
- SIM card and a data plan for cellular connectivity back to the NVR (Data Plan will be an annual fee).

City of Greenbelt Department of Public Works shall provide the following prior to camera installation:

- Install (1) aluminum pole of like height and diameter across the lot from the existing light pole.



QUOTE DETAILS:

This quote includes

Delivery of any needed material
Applicable taxes
Training on any new equipment
Applicable operations and maintenance manuals

This quote excludes the following unless noted elsewhere on the proposal

Material and Installation of Conduit, Pipe, Deck Work, Boxes and Fittings
Lifts and Hoists
Vertical Core Drilling
On-Site Lockable Storage Facility
Ceiling Tiles and Ceiling Grid Repairs
Horizontal Core Drilling
Fees associated with obtaining electronic CAD files
Permit fees
Engineer's plan review & stamping fees
Any modification to existing base building FACP or Annunciator (IF APPLICABLE)
Payment & Performance Bonds
Patching and Painting
Firestopping / Caulking (excluding existing penetrations)
Fire Watch
120VAC and Fused Disconnect Switch
Correction of Wiring Faults and field devices errors Caused by Others
Floor Coverings for Lifts and Hoists
U.L. Central Station Monitoring Services
U.L. Listing for the premise (Proposal available upon request)
Client Support Plan (Proposal available upon request)
Maintenance of proper environmental conditions for protection and operation of equipment/devices



CLARIFICATIONS AND EXCLUSIONS

- This quote is based on all wiring being free of ground faults, shorts or any other problematic conditions that may arise due to wiring. This **MUST** be confirmed in writing before LS Systems arrives on site for any tie in, programming, or testing.
- LS Systems assumes absolutely no responsibility for the isolation or correction of wiring faults, such as opens, shorts, grounds, incorrect EOL, resistor values, pinched or broken wire/conductors etc.
- **Installed equipment will be properly protected by others**
- **Maintenance of proper environmental conditions for provided equipment will be provided by others**
- Twenty Five percent (25%) of the proposed sell price shall be payable to LS Systems for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- LS Systems reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
- Submittal Packages (CAD engineered drawings and equipment submittal books) will require a minimum of 15 business days for completion depending on the size of the project (size to be determined prior to acceptance). Any special requests outside of these parameters will be accommodated based on availability at additional costs.
- Any revisions or alteration to the submitted drawings or submittal package will result in additional charges for engineering/re-engineering, re-printing and re-submitting (If the submittal package requires special NICET, UL, FPE or licensing – additional cost will be incurred)
- Any returned material **MUST** be in brand new re-sellable condition. Any items that are opened or not in their original packaging are not returnable. All items that are returned for credit are subject to a 50% restocking charge
- All invoice terms are Net 30 calendar days unless specifically noted elsewhere. We do not operate on a “paid when paid” basis. This proposal is based strictly on a Net 30 payment basis.
- LS Systems requires that all project invoices be paid to 90% prior to the project’s substantial completion.
- Warranty service is based on standard working hours 6:00am – 3:30pm Monday through Friday (excluding holidays). Warranty service after standard working hours will be provided on an overtime basis (Saturdays and Sundays are time plus half, holidays are double-time).
- Any and all equipment will require a minimum of ten business days for delivery after we receive a written release from the customer. Any special requests for delivery outside of these parameters will be accommodated based on availability at additional costs if required.
- Unless noted under “performance items” this proposal assumes that all conduit, raceway and wiring will be provided and installed by a qualified electrical contractor who is familiar with low voltage wiring and is comfortable using tools and techniques that may be required to isolate and correct wiring faults in regards to low voltage wiring.
- Additional work beyond the scope provided herein will require a signed change order prior to the project commencing in regards to LS Systems.



PROJECT INVESTMENT

Standard Price: \$9,911.00 [Nine thousand nine hundred eleven and 00/100 Dollars]

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the [sub]Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the Contract Documents. A change in price of an item of material shall be considered significant when the price of an item increases 2% (percent) between the date of this contract and the date of installation.

Thank you for considering LS Systems. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you like to proceed with the scope of work as outlined in this proposal, please sign below and email/fax directly to our office.

Sincerely,

Mark Phelps

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

Customer Signature

Date

Customer Name (Printed)

P.O. or Reference Number

If Optional Items are included on this quote, please check this box if you want to include these items in the Scope of Work.



TERMS & CONDITIONS:

THIS AGREEMENT is made on October 21, 2022 between Life Safety Systems, Inc, a Maryland Corporation ("LS Systems") and City of Greenbelt Public Works, (the "Customer").

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the: attached scope of work ("Work") This Installation Proposal commences on the Signed Date as specified in the attached scope of work, and represents the entire agreement between LSS and Customer (the "Agreement") and it may only be amended by a written document signed by both LSS and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force

LSS agrees in accordance with the mutually agreed project schedule

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work,
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement,
- c. Hire subcontractors and order material to perform part of the Work, if necessary, while renaming responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to LSS

- a. To promptly approve submittals provided by LSS,
- b. To provide access to all areas of the facility which are necessary to complete the Work,
- c. To supply suitable electrical service as required by LSS, and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property

during the period of time from when LSS is first notified of the emergency or failure and until such time that LSS notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain in valid for 7 days unless otherwise specified. Price includes only the material listed based on LSS's interpretation of plans and specifications unless noted otherwise Additional equipment, unless negotiated prior to order placement, will be billed accordingly Sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to Customer

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay LSS twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, LSS will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to LSS as invoiced, within thirty (30) days of the date of such invoice If the Work is completed in less than one month, Customer agrees to pay LSS in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to LSS, LSS shall be entitled to suspend the work until paid, and charge Customer an Interest rate 1 and ½% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse LSS costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure

SECTION 4. WARRANTY



LSS provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement,
- c. That the Work will be free from defects not inherent in the quality required or permitted, and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that LSS shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided LSS is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by LSS in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which LSS hereby assigns to Customer without recourse to LSS. Upon request of Customer, LSS will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by LSS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or LSS may request changes in the

Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work; shall be in writing signed by both Customer and LSS. If Customer orders any additional work or causes any material interference with LSS's performance of the Work, LSS shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

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