

Prepared For: City of Redondo Beach
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Project Description: New Surveillance Cameras + 3 Year Maintenance Contract
Proposal V.2.3

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Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

Statement of Work

Area of Services Included in this Agreement

Installation of New Surveillance Cameras

VectorUSA will provide all materials and labor for the following scope of work to install new surveillance cameras for the City of Redondo Beach at each of following locations. This project is based on Prevailing Wage labor rates for Los Angeles County.

Public Works Yard - 1513 Beryl

Cameras & Mounts

VectorUSA will provide and install four (4) new Hanwha outdoor dome cameras to view the main perimeter areas of the public works yard. All cameras will be wall mount on the side of the buildings to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The cameras being provided are as follows:

- (4) Hanwha XNV-8082R | 6MP IR Outdoor Dome Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the buildings to reach the camera locations. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the buildings will be provided by the end user. Outside of the buildings, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera.

City Council Chambers

Cameras & Mounts

VectorUSA will provide and install two (2) new Hanwha outdoor dome cameras to view the outdoor front entrance and the inside lobby/front door. All cameras will be wall mount on the side of the buildings to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The cameras being provided are as follows:

- (1) Hanwha XNV-8082R | 6MP IR Vandal Resistant Outdoor Dome Camera
- (1) Hanwha XND-8081RV | 5MP IR Vandal Resistant Outdoor Dome Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the building to reach the outdoor camera locations. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the building will be provided by the end user. Outside of the buildings, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera.

Fire Station 3

Cameras & Mounts

VectorUSA will provide and install two (2) new Hanwha outdoor PTZ cameras to view the open water heading into the marina. This will help with assisting boats and personnel as they enter and exit the marina. The two PTZ cameras will be pole mount to new masts that will be installed on the edge of the roof. The coverage of the cameras will be in line with what was discussed with the end user point of contact, and as shown in the provided IPVM drawings. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

cameras being provided are as follows:

- (2) Hanwha XNP-6320HS | 2MP 32x Stainless Steel Outdoor PTZ Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used. If VectorUSA is required to provide and/or run the cables, it will need to be addressed via a written change order.

Pathway

VectorUSA will be responsible for any penetrations out of the building to reach the camera locations. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the building will be provided by the end user. Outside of the building, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera. Site survey time will be included so the proper pathway up to the roof can be designed by VectorUSA.

Two (2) new masts will need to be installed on the top of the roof, mounted to the inside of the roof edge. VectorUSA will perform a site walk where access to the roof area will be required. If there is no existing pathway to get to the roof, some engineering, material, and labor will be added to bring the cable to the roof camera locations.

North PD Substation

Cameras & Mounts

VectorUSA will provide and install one (1) new Hanwha outdoor dome camera to view the north-west lot and the entrance door. The camera will be wall mount on the side of the building to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

cameras being provided are as follows:

- (1) Hanwha XNV-8082R | 6MP IR Vandal Resistant Outdoor Dome Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera location. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the building to reach the camera location. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the building will be provided by the end user. Outside of the building, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera.

PD Annex

Cameras & Mounts

VectorUSA will provide and install three (3) new Hanwha outdoor dome cameras to view the black gated entrance, the front entrance and walkway, and the back entrance and stairwell to the front. All cameras will be wall mount on the side of the buildings to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The cameras being provided are as follows:

- (3) Hanwha XNV-8082R | 6MP IR Vandal Resistant Outdoor Dome Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the building to reach the camera locations. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the building will be provided by the end user. Outside of the building, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera.

PD Pier Substation

Cameras & Mounts

VectorUSA will provide and install two (2) new Hanwha outdoor PTZ cameras to view down the boardwalk/pier and the main beach pathway/road. All cameras will be pole mount on the existing pole to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. The old camera is assumed to be removed from the pole to make room for the new PTZ cameras. Each new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. Each camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The cameras being provided are as follows:

- (2) Hanwha XNP-6320HS | 2MP 32x Stainless Steel Outdoor PTZ Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new cameras. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the building to reach the camera locations. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the buildings will be provided by the end user. VectorUSA assumes there is pathway existing to get up to the roof pole mounts where existing cameras are located. Outside of the buildings, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera. If more pole mounts are required to be installed if the existing ones cannot be used, the engineering, material and labor required will need to be addressed via a written change order.

Property Warehouse - 544 Gertruda

Cameras & Mounts

VectorUSA will provide and install one (1) new Hanwha outdoor dome camera to view the property warehouse entry doors. The camera will be wall mount on the side of the buildings to view the required angles as discussed with the end user point of contact, and as shown in the provided IPVM drawings. The new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. The camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The camera being provided are as follows:

- (1) Hanwha PNM-9031RV | 15MP Panoramic 180-degree IR Outdoor Dome Camera

Connectivity

VectorUSA will provide and install all termination hardware for the new camera. It is assumed the end user will provide and install the CAT6 cable to the specified camera locations. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA will be responsible for any penetrations out of the buildings to reach the camera location. If any coring is required, it will need to be addressed via a written change order. All other pathway inside the buildings will be provided by the end user. Outside of the buildings, VectorUSA will be responsible for providing the pathway to jump from the penetration location to the camera.

Replace/Relocate Cameras

Cameras & Mounts

VectorUSA will provide and install one (1) new Hanwha outdoor dome camera to replace an existing BlueLight camera at the Redondo Beach PD main entrance. The camera will be wall mount in the same area as the old camera as discussed with the end user point of contact. The new camera will receive one (1) Qognify Ocularis license to be configured on the existing City of Redondo Beach VMS. The camera view will be configured on the VMS with assistance from the end user main point of contact to assure the desired coverage is met.

The cameras being provided are as follows:

- (1) Hanwha XNV-8082R | 6MP IR Vandal Resistant Outdoor Dome Camera

One (1) existing camera above the PD Command Trailer will be removed and relocated to the northwest corner of the police building with viewing access to City Hall. VectorUSA will confirm the location with the end user main point of contact prior to the start of the project.

Connectivity

VectorUSA will provide and install all termination hardware for the relocated camera. It is assumed the end user will provide and install the CAT6 cable to the new camera location. From there VectorUSA will terminate the cable on both ends, test and label the cable, and provide the required patch cords to complete the connection. It is assumed switching and patch panels with open ports are existing and can be used.

Pathway

VectorUSA assumes existing pathway can be used for the camera being removed. One (1) new penetration is being provided for the camera being relocated. If any other new pathway or penetrations are required for this camera installation, it will be addressed via a written change order.

3 Year Surveillance Preventative Maintenance

VectorUSA will provide a three (3) year services maintenance agreement for your Surveillance equipment. VectorUSA will assure that all existing functionality of the physical security equipment remains in proper working condition and is maintained. Break-Fix services will also be included up to the below listed not-to-exceed (NTE) budget set forth in this contract. The described Preventative Maintenance and Services will be provided for all surveillance related components for the sites listed below (please note that no other areas or sites will be serviced beyond the list provided (*pending City additions, subtractions, and confirmation*)):

Sites to be maintained:

1. City Hall
2. Police Department
3. Jail
4. Records
5. Public Works
6. Public Works -Pier Loading
7. Public Works Yard – 1513 Beryl
8. City Council Chambers
9. Fire Station 3
10. North PD Substation
11. PD Annex
12. PD Pier Substation
13. Property Warehouse – 544 Gertruda

VectorUSA will only provide services for the physical security components that are part of the systems/sites above. This service includes labor for troubleshooting over the phone and/or onsite, yet does not include parts, shipping or other services required for repair, which will either be covered by remaining manufacturer warranties or will be proposed for approval and invoiced to the client.

VectorUSA will also provide the required **Qognify Ocularis SMA renewal licensing** for the City of Redondo Beach. The city is current on SMA until 5/26/2023. Using this contract, the SMA renewal will be purchased during Year 2 and Year 3 and added to the existing account to keep the Ocularis software current and up to date. At the end of the three-year contract, the new renewal date of the SMA licensing will be 5/26/2025.

NOTE: *If any extra cameras are added to the City of Redondo Beach environment outside of the sixteen (16) included in the “New Surveillance Cameras” part of this contract, more licenses will need to be added to the system and it will need to be covered using the Open PO Not to Exceed (NTE) budget, or in a separate proposal.*

VectorUSA shall provide products and services to be billed against an open client purchase order issued to VectorUSA for this contract. Open purchase orders may be used as needed by the client for all types of work including but not limited to Projects (Fixed Price) and Time & Material workorders. This agreement will utilize a Not to Exceed (NTE) budget allocated for the above services and scope.

VectorUSA shall provide monthly statements listing each workorder (job number), associated tasks and total charges for that workorder as well as the charges to date and remaining funds on the open purchase order.

VectorUSA reserves the right to re-assess labor rates and material markup on an annual basis for all open purchase order contracts. Rates and markups can only be guaranteed for 1 year from the date of this agreement and shall be re-assessed and adjusted on an annual basis for multi-year agreements. At the time of assessment, if the new rates and material markups are agreeable to both parties and there are funds remaining on the existing purchase order, this agreement can be amended. If the purchase order has expired or there are no funds remaining, a new agreement shall be required.

Note: For all services provided under this agreement labor shall be quoted and billed based upon the agreed upon rate schedule and material markup shall be quoted and billed at a markup of 1.25 for the duration of the contract.

Projects

For Projects, work shall be quoted based upon the scope provided to VectorUSA and quoted in a fixed price proposal to the client. A new workorder and job number shall be created for each request.

Billing for Project workorders shall be triggered when the work is completed and accepted. In cases where work exceeds 30 days, billing shall follow the standard monthly billing cycle unless agreed upon in writing.

Time and Material

Time & Material shall be used for undefined or loosely defined work requests. For Time & Materials a new workorder and job number shall be created for each request and minimum charges apply based on the established rate schedule.

Billing for Time & Material workorders shall be triggered when the work is completed and accepted. In cases where work exceeds 30 days, billing shall follow the standard monthly billing cycle unless agreed upon in writing.

Time shall begin when the team is dispatched and include time onsite up to the minimum charge which is equal to four (4) hours at the standard rate. Additional time onsite beyond the minimum 4 hours shall be billed in 15-minute increments for the remaining labor using the rate table below.

All Time and Material workorders are scheduled based on best effort. No service level agreements (SLA) are implied or guaranteed. Generally, acknowledgement is provided within (1-2) business days, scheduling will depend on the resource availability and the nature of the request.

Time & Material Rate Table

In most cases a single resource type is being dispatched for Time & Material requests. In cases where multiple resource types are being requested and / or dispatched on a single workorder, the minimum charge will be \$250.00

Resource Type	Minimum Charge Time & Material (Per Workorder)	Standard Rate	Overtime Rate
Physical Security Engineer	\$ 280.00	\$ 140.00	\$ 210.00
Physical Security Technician	\$ 210.00	\$ 105.00	\$ 157.50
Solutions Architect, Physical Security	\$ 500.00	\$ 250.00	\$ 375.00

Please note that this contract only relates to the VectorUSA Preventative Physical Security Maintenance and Services Agreement, this is not an Extended Warranty contract for the existing or new physical security equipment. A list of VectorUSA executable Preventative Maintenance and Services included in this agreement are below:

- Provide telephone dispatch support between **8am-5pm, PST, M-F**.
 - Response time – within 24 hours, excluding weekends and holidays, of contact with VectorUSA Service Center.
 - Dispatch information is as follows:
 - (877) 569-8800
 - support@vectorusa.com
- Provide an on-site service call when dispatched.
 - On-Site response – within 48 to 96 hours, excluding weekends and holidays, of contact with VectorUSA Service Center.
- Provide **One (1) Annual** scheduled Preventative Maintenance Service for the duration of service contract for each site noted above, which will include a full Preventative Maintenance Service, defined below for each site/location.
- Provide **proposals** for parts, repair and/or replacement for non-manufacturer warranties and end-user replaceable items for all physical security system components within 48hrs (Monday through Friday).
- Confirm and execute manufacturer repairs covered through the Manufacturer Warranty, only with client's knowledge and approval. These repairs will be completed per manufacturer warranty timelines and procedures.
- Repair and/or replace faulty non-custom connectors and cabling caused by normal wear and use. All custom order or non-standard connections will be repaired upon approval of provided proposals by City.
- Provide Service Reports for all services performed.
- A total of **\$15,000 yearly** allocated 'Break-Fix' budget for additional on-site visits will be provided yearly for the term of this Agreement for a total of \$45,000 over the 3-year contract. The scheduling of onsite visits can be arranged and confirmed through VectorUSA Service Center (weekends not included). Hours will be tracked and deducted by actual onsite (unused hours cannot be used or extended past the end of agreement date but may be rolled over year on year during the term of the Agreement). Service calls require a minimum of 4 hours charged per site visit.
 - *Note: due to the Open PO portion being included in this contract, quarterly maintenance visits are **not included** in this version of the proposal. Instead, break fix work to go onsite will be covered by the Open PO.*
- Hourly rates discounted for additional Engineering and Technical Services that may be required and will be quoted in blocks of a minimum of 4 hours.
- All maintenance services to be performed on the same day or consecutive days.
- All delays due to client's needs, schedule or access during service or maintenance visits will be billed on an hourly basis or charged as service hours against allocated hours.
- VectorUSA will require the following to be taken care of by the city while on the preventative maintenance visit or other project: (1) Access to the camera, pathway, and endpoint, (2) Access to MDF, IDF, server room, etc. (3) IT support availability.

Definitions

Preventative Maintenance Service: The following tasks will be performed during a Preventative Maintenance Service call:

Break Fix Service: Service provided in response to equipment or system failure.

General Maintenance: Dust and/or vacuum the area of concern from foreign objects, wipe down and clean area of concern (including screen fabric), check surrounding heat, power cycle devices, air flow, review error messages on available devices, check and test end-user connection cables, verify end-user interface controls and system functionality. Note any additional concerns and recommended upgrades or services.

Mechanical Maintenance: Dust and/or vacuum the area of concern, test and review all motorized surveillance equipment, inspect mechanical movement, lubricate any all devices (if necessary), power cycle device, review belts, cables and motors related to operation of system functionality. Note any additional concerns.

VMS Maintenance: Wipe down and clean workstation to access the VMS, check current software version, update to newest software version, check system storage, set any new configurations that are required by the city. Note any additional concerns.

Server/Workstation Maintenance: Wipe down and clean area of concern, check current storage size, run output report on cameras linked to the server, confirm recording requirements with end user to understand storage needs. Note any additional concerns.

Camera Maintenance: Wipe down and clean camera cover and case, clean camera lens, check firmware and update if needed, adjust/focus camera views.

Proposal: A proposal is provided when there is an issue or concern with the system beyond the Preventative Maintenance contract. A Vector proposal will help the end-user make financial decisions based on age and quality of system, to determine if the repair is warranted or desired. It will be at the Client's discretion to proceed or not to proceed with a Vector proposal for any repair or replacement of equipment and the cost of services and parts outside Manufacturer Warranty.

Project Parameters / Caveats

Change Order

Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in writing.

Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA except as required by law.

Add & Delete

Any additional work requested outside of the scope of work will be considered separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials

If, due to problems with the existing hardware and / or materials provided by the client or other third parties, there is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work, it will be addressed in the form of a written change order.

Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault, negligence, or failure to perform duties as described in this Agreement, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule

VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays

The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime

All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

Ceiling Tile

VectorUSA shall exercise care in the removal, storage, and reinstallation of existing (used) ceiling tiles: however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

Office Furniture

VectorUSA is not responsible for disassembling or moving desks or other office furniture to gain proper access to perform work.

Storage Area

The client shall provide a secured storage area onsite for VectorUSA's materials and tools.

Existing Cable

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., undamaged, labeled, correct pin configurations, etc.). If pretesting or precertification is not included in our scope of work VectorUSA assumes no responsibility for existing cabling. If during installation it is found the existing cable is unusable, VectorUSA will inform the client. Troubleshooting and resolution services are available if needed and can be addressed in the form of a change order.

Coring

If any coring, x-ray, or sonar inspections are necessary that are not specifically included in our proposal, it will be addressed in the form of a written change order.

Existing Conduit

The client is responsible for ensuring that existing conduit / pathway that may be used for this project is installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and / or defects. If existing conduits / pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance and those costs can be addressed in the form of a written change order.

Asbestos / Hazardous Environments

VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any known asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement, or if ACMs are encountered during the project, additional cost, damages and / or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

Price Guarantee

Due to the volatility in markets affecting material costs across all product lines, we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

Lead Time Disclaimer

At the time of this proposal, lead time for the materials specified was up to 60 Days.

Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand, those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative “equivalent” products may be discussed and if agreed upon substituted to maintain the desired period of performance.

Contract Pricing

New Surveillance Cameras (16 Cameras)

3 Year Surveillance Preventative Maintenance

*Note: Year 2 & Year 3 includes Qognify Ocularis Enterprise 1Yr SMA Renewal licensing as well as the added sixteen (16) cameras included in the **New Surveillance Cameras** portion of this contract.*

Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one (1) year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed, that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty, VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. **It is recommended that packaging be retained if possible.**

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition, work will stop and the client shall be notified. If the client authorizes the repairs, the warranty call will be converted to a service call and billed accordingly.

Terms & Conditions

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment (“Equipment”). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth in this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement, but still required to resolve Customer requests, shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer’s equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer’s network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities out of VectorUSA’s control, inability to obtain or delays in obtaining suitable material or facilities required for performance, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA’s reasonable control.

FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnity. To the maximum extent permitted by law, VectorUSA hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the Customer, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of VectorUSA's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Customer. Notwithstanding the foregoing, nothing in this Section shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Customer 's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by VectorUSA or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

a. **Nonwaiver of Rights.** Indemnitees do not and shall not waive any rights that they may possess against VectorUSA because the acceptance by Customer, or the deposit with Customer, of any insurance policy or certificate required pursuant to this Agreement.

b. Waiver of Right of Subrogation. VectorUSA, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

Insurance. VectorUSA shall comply with the requirements set forth in Exhibit "A." Insurance requirements that are waived by the Customer's Risk Manager do not require amendments or revisions to this Agreement.

Non-Liability of Officials and Employees of the Customer. No official or employee of Customer shall be personally liable for any default or liability under this Agreement.

Compliance with Laws: VectorUSA shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.

a. Acknowledgement. VectorUSA acknowledges that eight (8) hours labor constitutes a legal day's work. VectorUSA shall comply with and be bound by Labor Code Section 1810. VectorUSA shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. VectorUSA shall, as a penalty to the Customer, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by VectorUSA or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of VectorUSA in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, VectorUSA shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and VectorUSA shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. VectorUSA shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, VectorUSA shall diligently take corrective action to halt or rectify the failure.

b. Prevailing Wages. Customer and VectorUSA acknowledge that this project is a public work to which prevailing wages apply. VectorUSA shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "B", which is attached hereto and incorporated by reference.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: VectorUSA has based this proposal on prevailing wage labor rates for Los Angeles County.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Signature & Acceptance

New Surveillance Cameras Project		
Material Total	\$	36,266.27
Labor Total	\$	37,465.96
Tax Total	\$	3,181.70
Proposal Sub-Total	\$	76,913.93
Contingency (+10%)	\$	7,691.40
Camera Project Grand Total	\$	84,605.33
3 Year Surveillance Maintenance Contract Total	\$	41,128.17
Contract Total	\$	125,733.50
Open PO NTE Budget (3 Years)	\$	45,000.00

(Date) October 4, 2022

Accepted and Approved for:

City of Redondo Beach
415 Diamond St
Redondo Beach, CA 90277

VectorUSA
20917 Higgins Court Torrance CA,
90501

(Date)

By:

(Printed Name)

William C. Brand, Mayor

(Printed Title)

ATTEST:

Eleanor Manzano, City Clerk

(Signature)

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

INSURANCE REQUIREMENTS FOR VECTORUSA

Without limiting VectorUSA's indemnification obligations under this Agreement, VectorUSA shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VectorUSA, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

VectorUSA shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Customer. At the option of the Customer, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Customer, its officers, officials, employees and volunteers or (2) the VectorUSA shall provide a financial guarantee satisfactory to the Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The Customer, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the VectorUSA. General liability coverage can be provided in the form of an endorsement to the VectorUSA's insurance, or as a separate owner's policy.

Automobile Liability: The Customer, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the VectorUSA.

For any claims related to this project, the VectorUSA's insurance coverage shall be primary insurance as respects the Customer, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or volunteers shall be excess of the VectorUSA's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Customer.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Customer as a material breach of contract on the VectorUSA's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

VectorUSA shall furnish the Customer with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the Customer authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to Customer approval and amended to conform to the Customer's requirements may be acceptable in lieu of Customer authorized forms. All certificates and endorsements shall be received and approved by the Customer before the contract is awarded. The Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

VectorUSA shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

VectorUSA acknowledges that insurance underwriting standards and practices are subject to change, and the Customer reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "B"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. VectorUSA acknowledges that the project as defined in this Agreement between VectorUSA and the Customer, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. VectorUSA shall perform all work on the project as a public work. VectorUSA shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, VectorUSA shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at Customer Hall and will be made available to any interested party on request. VectorUSA acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and VectorUSA shall post such rates at each job site covered by this Agreement.

5. VectorUSA shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The VectorUSA shall, as a penalty to the Customer, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by VectorUSA or by any subcontractor.

6. VectorUSA shall comply with and be bound by the provisions of Labor Code Section 1776, which requires VectorUSA and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. VectorUSA shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. VectorUSA shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, VectorUSA shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, VectorUSA and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. VectorUSA acknowledges that eight (8) hours labor constitutes a legal day's work. VectorUSA shall comply with and be bound by Labor Code Section 1810. VectorUSA shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The VectorUSA shall, as a penalty to the Customer, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the VectorUSA or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of VectorUSA in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, VectorUSA hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

10. For every subcontractor who will perform work on the project, VectorUSA shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and VectorUSA shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. VectorUSA shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. VectorUSA shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, VectorUSA shall indemnify, hold harmless and defend (at VectorUSA's expense with counsel acceptable to the Customer) the Customer, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including VectorUSA, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of VectorUSA under this Section shall survive termination of the Agreement.