

**CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of November 14, 2024 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 (“City”), and TRL Systems, Inc., a California Corporation, with its principal place of business at 9531 Milliken Ave. Rancho Cucamonga, CA 91730 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

UPLAND DOWNTOWN CAMERA PROJECT (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.” TRL to furnish and install Avigilon NVR Server, Camera Licenses & Cameras and firearm detection.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$508,926.92**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed **\$558,926.92**. Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from January 15, 2025 to July 15, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **181 calendar days** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. [Foundation Risk Partners] Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
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Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided

evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Joseph Holzbaugh as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Upland
460 N. Euclid Avenue
Upland, CA 91786
Attn: IT Department; Richard Jeganathan

CONSULTANT:
TRL Systems, Inc.
Gary Chavarria

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements - N/A

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.


[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND TRL SYSTEMS, INC.**

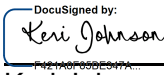
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF UPLAND

Approved By:

By: 
Stephen Parker for Michael Blay
City Manager

Attested by:

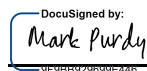
By: 
Keri Johnson
City Clerk

Approved as to form:


By: 
Best Best & Krieger LLP
City Attorney

TRL Systems, Inc.

**[If Corporation, TWO SIGNATURES, President
OR Vice President AND Secretary OR Treasurer
REQUIRED]**

By: 
Its: President

Printed Name: Mark Purdy

By: 
Its: COO

Printed Name: Jeff Purdy

EXHIBIT A

Scope of Services – TRL Systems, Inc.

Your Life Safety and Security

Solution



City Of Upland

City of Upland Downtown Camera System Project

Proposal # RL-101336

version 1





9531 Milliken Avenue

Rancho Cucamonga, CA 91730

P: 800-266-1392 F: 909-390-8397

www.trlsystems.com

Wednesday, November 13, 2024

City Of Upland
Richard Jeganathan
460 N. Euclid Ave.
Upland, CA 91786
Richard@ci.upland.ca.us

Dear Richard Jeganathan,

This proposal is a one time end of year special discounted proposal for the City of Upland Downtown Camera Project.

Avigilon, Suklu & Altronix has offered additional discounts if this project is booked and ordered before the end of 2024. TRL has also in good faith, discounted the equipment as much as possible to participate with the manufactures.

Furthermore, the manufactures have interest in using this installation for public relations marketing if possible.

TRL Systems would like to thank you for allowing us the opportunity to provide you with the following system design and proposal for the Downtown Camera Project.

TRL Systems has taken great care in this system design working with your city personnel, Sgt. Andrew, Siklu & Avigilon engineers and TRL Systems project manager & TRL Systems engineer.

Please Note: All system information and attached security diagram is TRL Systems proprietary information. Please do not share with any other integrator or manufacturers.

Feel free to reach out to me directly if you would like any additional demo's or an in person system presentation following your review.

Thank you,

Raymond Lindemans
Account Executive
TRL Systems, Inc.



9531 Milliken Avenue

Rancho Cucamonga, CA 91730

P: 800-266-1392 F: 909-390-8397

www.trlsystems.com



Prepared by:
TRL Systems, Inc.
Raymond Lindemans
800-266-1392
909-816-4810
rlindemans@trlsystems.com

Prepared for:
City Of Upland
460 N. Euclid Ave.
Upland, CA 91786
Richard Jeganathan
(909) 931-4312
Richard@ci.upland.ca.us

Quote Information:
Quote #: RL-101336
Version: 1
Delivery Date: 11/13/2024
Expiration Date: 12/13/2024

Price Group 1

◆ Scope of Work

The following scope of work includes prevailing wage as required.

All devices shall be installed at locations identified on the attached diagram.

Avigilon NVR Server, Camera Licenses & Cameras

TRL shall furnish and install one (1) 280TB AI NVR Server at City Hall in rack and network connection provided by others.

The server is calculated to provide ninety-seven (97) days of storage for this installation. See attached storage calculation.

Server includes Dell 5-year onsite support.

TRL shall furnish and program twenty-one (21) Unity Enterprise Camera Channel Licenses & six (6) Unity Visible Firearm Detection 1 Year Channel Licenses for the listed H6A cameras below. Please note: Only the H6A cameras have the capability to support firearm detection.

TRL shall furnish and install nine (9) H5A 4X8MP Multi-sensor Dome Cameras w/IR, five (5) H5A 3X8MP Multi-sensor Dome Cameras w/IR, four (4) H6A 8MP IR Dome Cameras w/10.9-29mm Lens, one (1) H6A 8MP IR Dome Cameras w/4.4-9.3mm Lens & one (1) 12MP IR Fisheye Dome Camera. Installation includes all mounting accessories and Cat 6 cabling as required.

Siklu Wireless Radios:

The city will be required to provide some tree trimming for the installation of the radios listed below. TRL shall provide detailed requirements for the city prior to installation.

Carnegie Head-end Radios

TRL shall furnish and install two (2) MH-T280 Radios w/ antenna's POE injectors & surge protectors. One installed on the Carnegie building & one on the light pole located on 2nd Ave. identified with the orange dotted line on the attached diagram. The city shall provide a POE switch with a GB port for connection to the city network. TRL assumes the city has existing fiber from the Carnegie building to the City Hall building.

Light Poles and Library Radios

TRL Systems shall furnish and install twenty-two (22) sets of MPL-260 Radios (includes POE injectors & mounting kits) at



9531 Milliken Avenue

Rancho Cucamonga, CA 91730

P: 800-266-1392 F: 909-390-8397

www.trlsystems.com

locations identified with the red dotted lines on attached diagram.

Radios include SikluCare "Elite" 5-year support plan.

Altronix POE Switch Power Supplies

TRL Systems shall furnish and install one (1) 8 port POE power supply w/back up batteries at the gazebo and twenty-two (22) 4 port POE power supplies w/back up batteries and twenty-two (22) photocell power taps at light pole locations identified on attached diagram.

TRL shall install conduit w/pole straps and mounting accessories as required.

Road Closures & Bucket Truck Rental

TRL Systems shall provide a schedule to the city for installation dates and required lane closures as required. TRL Systems shall provide TRL employee personnel for road closures. A professional road closure service provider is not included and will incur additional cost if required by the city.

TRL Systems shall provide the required bucket truck for this installation.

City Permit

TRL Systems assumes the city will provide the required city permit at zero cost to TRL Systems for this installation. TRL Systems shall submit the required information to the city to obtain the required permit. Any permit fees shall incur additional cost.

Programming, Final Testing & Training

TRL Systems shall provide programming and final testing of all devices. TRL Systems shall provide up to 4 hours training following installation. Additional training can be provided at customers request.

◆ **Materials**

Qty	Item	Description	Price	Ext. Price	Notes
1	AINVR2-PRM-PLUS-FORM-H-280TB-NA	"AI NVR 2 PRM PLUS FORM H 280 TB 2U Rack Mnt, HardenedOS, 5Y Onsite 4HMC, NA"	\$74,595.00	\$74,595.00	Avigilon NVR Server, Licenses, Cameras
21	UNITY8-ENT	Unity Enterprise camera channel	\$212.00	\$4,452.00	
6	UNITY8-VFD-1YR	Unity Visible Firearm Detection Channel, 1 year	\$320.00	\$1,920.00	
9	32C-H5A-4MH	"4X8MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only"	\$2,111.00	\$18,999.00	



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◆ Materials

Qty	Item	Description	Price	Ext. Price	Notes
5	24C-H5A-3MH	"3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only"	\$1,768.00	\$8,840.00	
4	8.0C-H6A-DO2-IR	8MP H6A Outdoor IR Dome Camera with 10.9-29mm Lens	\$1,263.00	\$5,052.00	
1	8.0C-H6A-DO1-IR	8MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens	\$1,232.00	\$1,232.00	
1	8.0C-H6A-BO2-IR	8MP H6A Bullet IR Camera with 31x Zoom	\$1,499.00	\$1,499.00	
1	12.0W-H5A-FE-DO1-IR	12.0 MP, Fisheye Dome Camera, Day/Night, WDR, 1.6mm f/2.0, Next-Generation Analytics, Integrated IR	\$887.00	\$887.00	
14	H4AMH-AD-IRIL1	"Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1."	\$260.00	\$3,640.00	
14	H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor	\$133.00	\$1,862.00	
14	H5AMH-AD-PEND1	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor	\$133.00	\$1,862.00	
16	PLMT-1001	POLE MOUNT FOR LRGE PENDT WLMT-1001	\$77.00	\$1,232.00	
14	WLMT-1001	Wall Mount for large pendant camera	\$81.00	\$1,134.00	
14	POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, Indoor, single port	\$118.00	\$1,652.00	
5	DMSLD-1001	Weathershield, Large Outdoor Domes	\$20.00	\$100.00	
1	H5A-FE-MT-NPTA1	NPT Adapter For H5A Fisheye Dome Camera (H5A-FE-DO)	\$48.00	\$48.00	
1	PPMNT-2001	Parapet Wall Arm Mount Large for Outdoor Pendant Camera	\$367.00	\$367.00	
22	MPL-260-CNN	MultiHaul™ TG point-to-point bundle, 1000Mbps (Full Duplex), plug & play setup, includes 2 x radios, PoE injectors, Mounting Kit	\$1,025.00	\$22,550.00	Siklu Wireless Radios



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◆ Materials

Qty	Item	Description	Price	Ext. Price	Notes
2	MH-T280-CCP-PoE-MWB	MultiHaul™ TG LR TU with antenna port, 1000Mbps, 2 RJ-45 & 1 SFP+, IP-67, White	\$708.00	\$1,416.00	
2	AX-ANT-0.5ft	0.5 ft. V-band antenna (FCC/ETSI)	\$194.00	\$388.00	
2	EH-MK-SM	Siklu Mounting Kit for 0.5ft antenna (small or large ODUs, for elevation up to +60/-45°)	\$113.00	\$226.00	
2	AX-IN-10G-60W-AC-PoE-US	PoE Injector 60W, E.L. VI, 10Gbps (100-240 AC source, US AC cable)	\$89.00	\$178.00	
2	AX-SRG-10G	10 GbE Ethernet/PoE Surge Protector (indoor) 802.3ab/bz/an	\$92.00	\$184.00	
2	SR-ELITE-5Y-MH-TG-T-3P	SikluCare "Elite" support plan - 5-year plan	\$255.00	\$510.00	
22	SR-ELITE-5Y-MH-TG-T-1P	SikluCare "Elite" support plan - 5-year plan	\$109.00	\$2,398.00	
22	5731-20-2	120 V Photocell Power Tap	\$180.00	\$3,960.00	Photocell Power Tap
22	NetwaySP4BT WPX	4Pt Fiber Media Converter/2SFP/PS/LgNEMA4	\$1,292.00	\$28,424.00	Altronix POE Switch Power Supplies
22	PMK2	WP2 Pole Mount Kit Outdoor	\$154.00	\$3,388.00	
44	BTL125	12VDC/4.5Ah Lithium Battery	\$97.00	\$4,268.00	
1	NetwaySP8WP 2X	DUAL FIBER OPTIC SFP 1G LINK, 8-PORT POE+ SWITCH AND POWER SUPPLY	\$1,369.00	\$1,369.00	
1	PMK2	WP2 Pole Mount Kit Outdoor	\$154.00	\$154.00	
2	BTL125	12VDC/4.5Ah Lithium Battery	\$97.00	\$194.00	
22	LOT	Misc Conduit & Straps on Poles	\$134.00	\$2,948.00	
1	LOT	Misc Materials	\$6,667.00	\$6,667.00	
1	LOT	Cat 6 Direct Burial Cable	\$2,400.00	\$2,400.00	
1	LOT	Tax (7.75%)	\$15,632.92	\$15,632.92	
1	LOT	Shipping	\$3,000.00	\$3,000.00	
3	LOT	Bucket Truck Rentals, Fees (1 Month)	\$5,953.00	\$17,859.00	



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Total:	\$247,486.92
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◆ Labor

Qty	Item	Description	Price	Ext. Price	Notes
1403	Labor - Security Installation	Labor - Security Installation	\$160.00	\$224,480.00	
128	Labor - Security Project Manager	Labor - Security Project Manager	\$180.00	\$23,040.00	
48	Labor - IT Engineer for Security	Labor - IT Engineer for Security	\$220.00	\$10,560.00	
32	Labor - Security Submittals	Labor - Security Submittals/As-builts	\$105.00	\$3,360.00	
Total:					\$261,440.00



Quote Summary

◆ Detail Breakdown

Description	Amount
Price Group 1	
Materials	\$247,486.92
Labor	\$261,440.00
Section Subtotal:	\$508,926.92
Total:	\$508,926.92

◆ Cost Summary Breakdown

Description	Amount
Labor	\$261,440.00
Materials	\$247,486.92
Total:	\$508,926.92

Clarifications and Exclusions

◆ Clarifications

Video:

- TRL Systems will set up recording on a continual basis. If motion recording is desired, it is the customer's responsibility to setup custom motion parameters.
- TRL Systems will provide programming of up to five (5) cameras/layout. Additional programming can be provided at an additional cost.
- All thin client, mobile, or web client requests will fall outside of our general scope and will require additional Engineering labor.

Remote Access:

- Any request for remote access that requires router or firewall programming, including port forwarding, will fall outside of our general scope, and will require additional Engineering labor.

◆ Exclusions

- All 120 VAC
- Patching and Painting



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- Any material or labor not specifically listed as part of this proposal
- IP/LAN Addresses, POE GbE network switch at Carnegie Bldg & POE switch at Library, network connections to City Hall server room.
- Preventative Maintenance
- Premium Time
- Troubleshooting and repair of equipment provided by others.
- Trenching and coring
- Fiber optic cable/connectors/patch panel
- Light Poles with constant power, Tree trimming
- Graphical maps
- Warranty on equipment provided by others
- After normal hours, weekends, or holidays
- Any cost related to obtaining a "Waiver of Subrogation"
- Additional city permit fees, Road closure service provider



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Warranty:

TRL Systems provides a standard one (1) year warranty on parts and labor for the installation of our systems. Warranty services are provided during normal service hours, Monday thru Sunday, 6:00am to 6:00pm (excluding TRL observed holidays). Emergency response outside normal service hours and holidays will be charged at the after hours service rates.

Invoicing/Payments:

A mobilization and start-up fee may be invoiced upon project acceptance. The remaining project will be progressively billed on a monthly basis predicated on the percentage of project completion at the end of the month (unless otherwise specified in an agreed upon contract with payee), less previously billed amounts, if applicable. All invoices are due and payable to TRL Systems within thirty (30) days of receipt. Final payment will be made within thirty (30) days of project completion and approval by the Authority Having Jurisdiction. Upon request, unconditional releases will be mailed upon receipt of cleared funds.

Project Mobilization:

The standard lead time for project mobilization is four (4) weeks from the date of receipt of the signed acceptance of this proposal or notice to proceed. This provides for the allocation of labor resources; engineering and submittals; and the order and receipt of necessary equipment for the efficient completion of the installation. In the event an expedited schedule requires utilization of premium time labor and/or rush materials delivery, these costs are not included in this scope of work and will require additional charges. Pricing for this proposal is predicated on free access to the affected work areas during normal installation hours (7:00am to 5:00pm Monday thru Friday). In the event access is not available per the construction schedule due to the request of the Tenant, Owner and/or General Contractor, TRL Systems will charge for re-deployment of the installation crew.

Please note that the price provided within this proposal is valid only if, any subsequent contracts associated and based on this proposal specifies that change orders or additional work will be completed by T.R.L. Systems, Inc. according to the labor rates as set forth within this proposal, also including materials being provided at MSRP or less. Any change orders or additional work needed exceeding 10% of the base contract will be required to be quoted and approved as a separate/additional project.

All contracts and payment remittance should be addressed to the following location:

TRL Systems, Inc.
9531 Milliken Avenue
Rancho Cucamonga, CA 91730

Please reference this quote number when accepting this proposal.

Contractor's License #413747

Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Prepared For | City Of Upland
Proposal #RL-101336 version #1

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EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.