



Proposal

10/26/2019

MAKING WAVES FOUNDATION
Attn: NICOLAS ROMANO

Proposal - 7449
Re: Intercom Project with Stainless Steel Intercoms

Dear Nic,

Executive Summary: Thank you for the opportunity to partner with Making Waves Foundation for this project. Netronix is pleased to present the following proposal for the installation of new security systems at your facility. Netronix is a full-service integration, service/maintenance and monitoring firm specializing in providing security and life safety solutions spanning the full spectrum of today's security challenges. Based on the description of required services in the scope of work, we can provide plans, specifications, qualified technical staff, project management, quality assurance and testing/commissioning services to meet all your electronic security enhancement requirements and maintenance needs.

Netronix has expertise and capabilities to meet and/or exceed your expectations for this project. Upon execution of the following agreement, we will assign the necessary certified staffing to meet the requirements detailed in the Scope of Work. Thank you for this opportunity.

Best Regards,

Vincent Gatto

Vincent Gatto
Netronix Integration, Inc.

Netronix Integration, Inc. | 2170 Paragon Drive | San Jose, CA 95131 | www.Netronixint.com

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Project Scope Baseline:

General

Netronix will execute the work in accordance with the terms and conditions of the contract. The general scope of the work and general clarifications are listed in this document.

Changes to Contract Scope

Additional work requested by the customer, that is not included in the scope of work herein, will require a written change order to the contract with the appropriate compensation and time adjustments for the change in scope. Changes to the contract will be controlled and negotiated in writing to ensure all involved parties fully understand any technical, cost, and schedule impacts that may result.

Changes to Contract Schedule

The typical project installation starts approximately 2-3 weeks after receipt of authorization from the client. If, at the time of client approval, this schedule needs to be updated or rushed, please advise us immediately as additional fees may be incurred by client for expediting material. To best facilitate your requested completion date, Netronix requests your purchase order or documented authorization to us 28 days prior to the desired completion date (this may vary depending on overall size of project or other factors).

Project Organization:

Netronix certified technician team will be responsible for the installation of the project and to ensure customer satisfaction. The Project Manager will be responsible for the day-to-day management of the project which includes the coordination between all contractors onsite.

Netronix team will also ensure that all work performed is to the quality standards specified and will ensure all safety requirements are met in accordance with the contract documents.

Netronix technicians will perform on-site installation of the field equipment as well as head-end terminations and programming, system, testing, startup, commissioning, and contract closeout. Netronix may utilize subcontract labor to provide installation services of the security cable and devices in order to reduce cost to the customer.

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Testing and Commissioning:

Netronix technicians will test and verify the proper operation of each system and the sequences of operation, including all hardware and software provided and installed by Netronix. Netronix will adjust field equipment, adjust all control parameters including camera call ups and verify data communications before the system is placed on-line as part of our service. One camera adjustment is included in the scope when cameras and installation are included in the scope.

Upon completion of the work Netronix will deliver Operation and maintenance information, written certification to the customer that the system has been tested, calibrated, and ready for operation.

Scope of Work:

Summary

Making Waves is looking to add intercoms to the lobby entries at MS-1 and 4123 Lakeside Dr Bldg 1 buildings so the school can keep the lobby entrances locked during the day and remotely release the doors from the lobby desk.

Scope of Work

Netronix will provide and install the following unless otherwise noted:

1. (1) Stentofon video master and Stentofon video door station with surface mount back box at each of the 2 buildings.
 - a. The GC will be providing all network cable drops to the locations of the devices with a RJ45 jack. This includes the network connection hanging through the concrete wall outside or Netronix can provide the back boxes for the GC to install if a conduit run will need to be run to the box. Netronix to coordinate with the GC for the cable run.
 - b. The HS-1 office has an existing network cable ran to underneath the front desk that was been by the customer to possibly be utilize for the master station. The GC must confirm if it can be used and identify the termination at the head end.
 - c. Netronix will patch the network connections to the security network switch which is assumed to be in the same rack.
 - d. The master stations will each be mounted at the lobby front desks of the MS-1 and HS-1.
2. (1) Stentofon network interface relay at each access control enclosure that houses the 16input board in each building

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- a. Netronix will use the existing open port on the MR52 board at MS-1 IDF access control head end panel to trigger the MS-1 wireless lobby door to unlock
- b. Netronix will need to add the following items in HS-1 IDF access panel head end to interface the existing wireless lobby door:
 - i. Power supply with fuse board.
 - ii. Back panel to add a new 16input board into the existing enclosure door.
 1. The new 16input board will extend off the existing LP2500 controller in the enclosure.
 - iii. EOL resistors to supervise the release cable from the Stentofon relay.
3. No additional licensing is needed to interface the Avigilon system at this time.
4. Netronix will program the door stations to do the following:
 - a. **MS-1** - when the intercom is initiated it will call into the master station at MS-1, if no one answers at MS-1 the call will roll over to HS-1, if no one answers at HS-1 then the call will go back to MS-1. If no one answers at MS-1 the intercom will then disconnect. If MS-1 answers they can view and talk to the person at the intercom MS-1 master station and the employee can release the MS-1 lobby door by pressing the release command buttons on the intercom master station. If HS-1 answers the MS-1 intercom they will have to ask the visitor to come to HS-1 or the office staff will need to go to the MS-1 building to let the visitor in from the MS-1 master station or just open the door manually. **The HS-1 master cannot release the MS-1 intercom door and vice-versa.**
 - b. **HS-1** - when the intercom is initiated it will call into the master station at HS-1, if no one answers at HS-1 the call will roll over to MS-1, if no one answers at MS-1 then the call will go back to HS-1. If no one answers at HS-1 the intercom will then disconnect. If HS-1 answers they can view and talk to the person at the intercom HS-1 master station and the employee can release the HS-1 lobby door by pressing the release command buttons on the intercom master station. If MS-1 answers the HS-1 intercom they will have to ask the visitor to come to HS-1 or the office staff will need to go to the MS-1 building to let the visitor in from the MS-1 master station or just open the door manually. **The MS-1 master cannot release the HS-1 intercom door and vice-versa.**
5. Netronix will test the system for functionality and show the customer how to use the intercom when the project is complete.
6. The intercom master stations will be installed on the desktop at the desired location by the school

Project Notes

1. Netronix will program different directory numbers for each building to allow for further growth ex:

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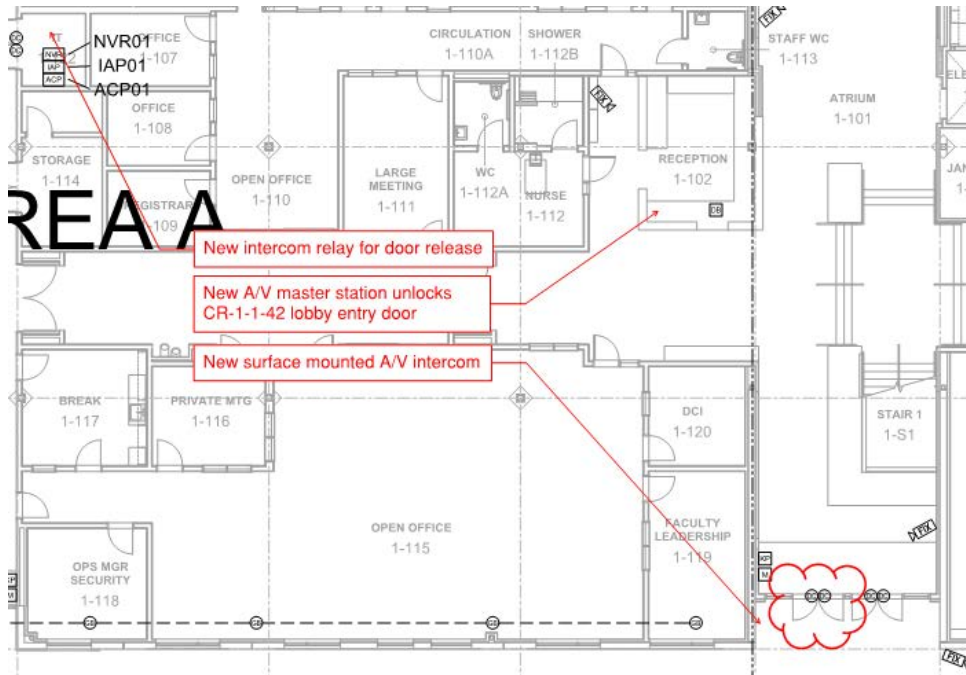
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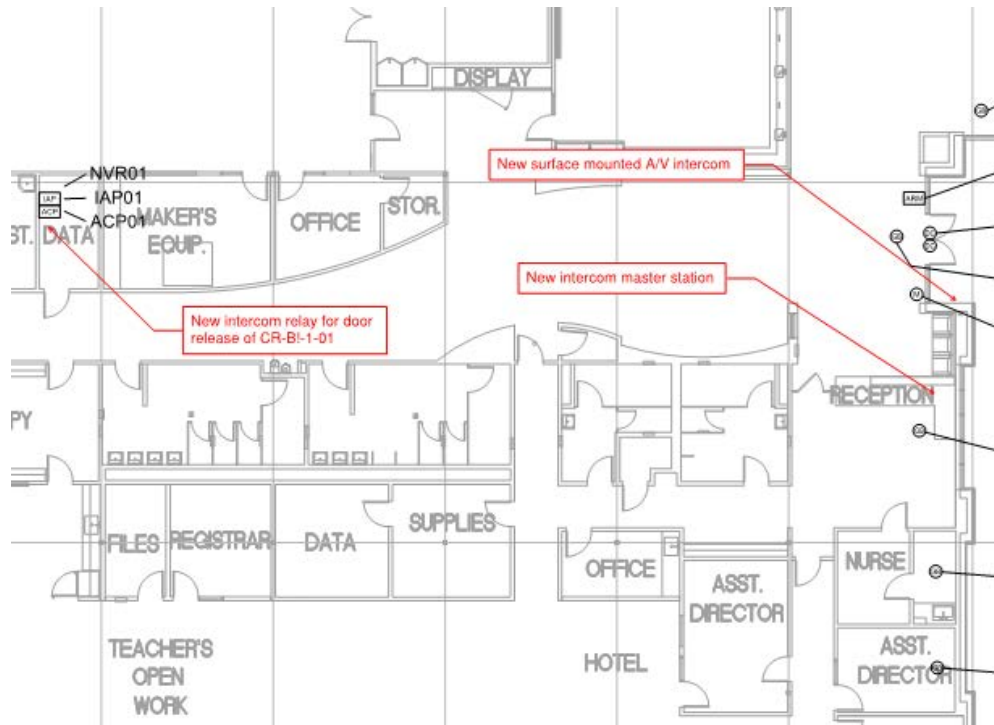
- a. MS-1
 - i. 100-199
- b. HS-1
 - i. 200-299

Maps

1. MS-1



2. HS-1



Bill of Materials:

Manufacturer	P/N	Description	Qty	Price	Amount
LENEL, INC./UTC FIRE & SECURITY	STENTO-1008131020-Lenel	TKIS-2 Turbine Station Kit	2	376.02	752.04
LENEL, INC./UTC FIRE & SECURITY	NET PART	STENTO-TV2KIT - kit that comes with TCIV-2, ITSV-1, and back box.	2	2,032.00	4,064.00
Altronix Corporation	D10-474-PSA	DIN rail, 10 inch	2	4.66	9.32

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GRI Telemark Corporation	6644-1-301-PSA	Resistor Pack, 1% Tolerance*Priced Per Each, Must Order In Packs Of 10*	10	2.86	28.60
Altronix Corporation	RSB2-474-PSA	Bracket with 2 rocker switches	1	30.56	30.56
Altronix Corporation	TMV2-474-PSA	Trove2 Backplane, Door Mount, Altronix, Mercury for HS-1	1	88.89	88.89
Altronix Corporation	EFLOW102NB-474-PSA	Power supply charger, single output, 12VDC @ 10A, aux output, FAI for HS-1	1	199.85	199.85
Altronix Corporation	PD16W-474-PSA	Power Distribution Module, 16 Fused Outputs up to 28VAC/VDC, Board for HS-1	1	37.57	37.57
Yuasa Battery, Inc	NP7-12-2275-PSA	Battery, NP Series, 12 V, 40/75 mA, 25 Ohms, 7.0 Ah, Sealed, Lead Acid for HS-1	1	22.73	22.73
AVIGILON USA CORP	AC-MER-CON-MR16IN	16 Zone Input Monitor Module (with 2 relays) (Mercury Part Number: MR16in) for HS-1	1	664.30	664.30
NETRONIX	NET MISC	Terminate intercom release to existing MS-1 MR52 aux input	1	0.00	0.00
NETRONIX	NET MISC	3 Foot Orange CAT6 Patch Cable	4	2.20	8.80
NETRONIX	NET MISC	25 Foot Orange CAT6 Patch Cable	2	7.57	15.14
	NET MISC KITS	MISCELLANEOUS SCREWS, CONNECTORS, TAPE	1	142.86	142.86

Note: If any additional equipment is needed there will be added charges.

Pricing:

MATERIALS TOTAL	\$6,064.66
SHIPPING AND HANDLING	\$242.59
LABOR	\$5,532.59
SALES TAX	\$583.47
TOTAL	\$12,423.31

Please Note:

This pricing includes estimated taxes. Tax rate may change and the client will be responsible for the then current tax rate at the time of invoicing. If you are tax exempt, please provide your tax-exempt certificate or applicable taxes will be charged.

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Exclusions and Clarifications:

Unless specifically noted otherwise, this proposal excludes the following:

1. Removing doors/ frames/ mullions
2. Permits and any special permit required drawings.
3. Any Trenching, backfill and/or compaction
4. Wire from hinge to lock by others unless Netronix provides the lock
5. Wiring of door operators and any push plates
6. Integration between different systems
7. Any painting and/or patching of or repair to existing surfaces
8. Any fire alarm disconnect relay, fire alarm device or additional equipment/ devices required to meet applicable local codes
9. Any electrical (High Voltage) work
10. Any conduits, raceways, or AC power
11. Any lifts or lift rentals (unless noted in Statement of Work above)
12. Any required lighting needed for proper operation of CCTV cameras
13. Any keyways or key cylinders for locking hardware provided by NETRONIX, unless noted above in the list of materials
14. Any computers/ servers or associated computer equipment (unless noted in installation materials list above)
15. Any network switches and/or routers not supplied by NETRONIX are deemed out of coverage (unless noted in installation materials list above)
16. NETRONIX is not to be held responsible for system not functioning due to customer's network issues
17. Any VPN network connection needed for communication to Server
18. Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to NETRONIX employees
19. The customer will ensure that No area in which NETRONIX is installing equipment is considered or classified as hazardous or explosive
20. If included in the Statement of Work, NETRONIX will provide one complete set of shop drawings and one complete set of as-built record drawings. As-built record drawings will be provided at completion of job.
Please Note:
 - a. Up to two minor changes in the design drawings are included in the proposal. Any additional changes and all major changes in the design drawings are subject to a Change Order.
 - b. NETRONIX will provide one revision of as-built record drawings after review, if necessary.
21. Any programming other than standardized configurations (unless noted in Statement of Work above), including but not limited to customizations, 3rd party interfaces, maps, etc
22. Any badge/credential programming and/or access level (unless noted in Statement of Work above)

Assumptions

Unless specifically noted in materials list, this proposal assumes the following:

1. The customer will further be responsible for providing all 110VAC voltage power requirements where needed to support security, access control system and CCTV system.
2. The customer and NETRONIX will mutually agree upon the exact placement of all security devices during walk through of project.

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3. Netronix and the client will mutually agree upon project scheduling except as may be noted under Changes to Contract Schedule on page 2 of this document.
4. The customer is responsible for providing air conditioned and lockable location for access control and CCTV system.

Terms and Conditions:

CUSTOMER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH HEREIN.

GENERAL TERMS & CONDITIONS

Installation Responsibility: This proposal is based upon the use of straight time labor only unless specifically stated in the scope of work. Plastering, patching, painting, 120VAC Power, conduit, raceway or other electrical panels, back boxes and additional fire alarm devices / interfaces are excluded unless specifically stated in the scope of work. Any equipment and/or labor not listed in the bill of material or scope of work for this project are excluded. Purchaser agrees to provide Netronix with required field utilities (electricity, toilets, drinking water, project hoist, and elevator service, etc.) without charge. Netronix agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Netronix for any costs or expenses without Netronix written consent. Unless specifically noted in the statement of the scope of work or services undertaken by NETRONIX under this agreement, NETRONIX's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by NETRONIX shall not operate to compel NETRONIX to perform any work relating to hazardous or dangerous materials without NETRONIX's express written consent.

Scope and Compensation: Netronix shall perform on behalf of Client services as described in the Scope of work section above ("Services") and shall be compensated according to the pricing set forth in the investment information. ("Fees"). Client shall pay Netronix within thirty (30) days of the date of, NETRONIX's invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.50%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to NETRONIX income derived from its performance of Services shall be paid by NETRONIX. Client shall pay all other applicable taxes.

System Programming and Customer Training: Netronix will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the owner, except as specifically stated in the scope of work.

Change Orders: Any changes to this proposal shall require an approved Change Order, which shall modify the scope of work, proposal cost, and time line of the project. The attached schedule of equipment defines and limits the equipment to be furnished as part of this proposal.

Warranty: Netronix warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by Netronix, if Purchaser provides written notice to Netronix of any such defect within thirty (30) days after the appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment. For equipment not installed by Netronix, if Purchaser returns the defective equipment to Netronix within thirty (30) days after appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Netronix shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Project Commencement: No work shall proceed without an acceptable purchasing document to, Netronix from the customer, and a signed copy of the proposal and these Terms and Conditions.

Mobilization: Following acceptance of this proposal, ten (10) working days and payment of a 25% mobilization invoice. This includes administrative processing, engineering, drafting, equipment procurement, and shipping and receiving.

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Confidential Information: Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Netronix from third party liability arising from any unintended use or unauthorized disclosure.

Termination or Alteration: A contract resulting from the acceptance of an offer may be cancelled or altered by the buyer only if agreed to in writing by, Netronix and subject to the following:

- Prior to termination, customer must provide Netronix written notice of terms that have not been met
- Netronix shall be given thirty (30) days to correct said items
- Netronix shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract
- Netronix shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date

Proposal Expiration: This proposal shall be honored for thirty (30) days

Intellectual Property: This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of Netronix and may not be reproduced or copied in any manner without the express written authorization of NETRONIX. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Compliance with Laws: Netronix shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Liquidated Damages: No liquidated damages will be due

Debris Disposal: Netronix will dispose of debris created by our work in owner furnished trash bins or containers at the site.

Invoicing & Payment: Netronix will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Netronix initial invoice. Purchaser agrees to pay Netronix the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law. No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of Netronix's rights under Mechanics' Lien Laws. If Netronix invoice is not paid within 30 days of its issuance, it is consider delinquent and a penalty of 1.50% (of the total invoice) per month shall be assessed until the delinquent amount is paid in full. If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice. All late payments shall bear interest at the rate of 1.50% at the time payment is due. Nothing in this proposal or contract shall be construed to require NETRONIX to continue performance of work if we do not receive timely payment for properly performed work or stored materials. Netronix retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customers cost if default is made by the customer in any payment. Netronix does not accept any back charges that have not previously been agreed to in writing.

Taxes: The price of this proposal includes estimated sales, use, excise, or other similar taxes, required by federal, state or local law. Purchaser shall pay taxes at the current tax rate at the date of invoice. Alternatively, the Purchaser may provide Netronix with acceptable tax exemption certificates.

Parking and Storage: Customer shall furnish and make available to, Netronix at the site reasonable storage and parking facilities, and convenient delivery access to our work.

Elements Beyond the Control of NETRONIX: The schedule of any other contractors involved in this project shall be made in consultation with NETRONIX, and unless otherwise agreed to, shall provide time for NETRONIX to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for Netronix to perform overtime work for delays not caused by Netronix. An additional charge to the contract shall be made for any mutually agreed upon overtime. Netronix shall not be responsible for delays or default that are occasioned by caused of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. Netronix shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.

Materials: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Netronix, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of

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permanent unavailability, Netronix shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Delays: Netronix shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Netronix control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Netronix.

Insurance: Insurance coverage in excess of Netronix standard limits will be furnished when requested and required. No credit will be given or premium paid by Netronix for insurance afforded by others.

Indemnity: The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

Occupational Safety and Health: The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

Entire Agreement: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

On behalf of the entire Netronix staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 800-600-3939.

Authorization: MAKING WAVES FOUNDATION

Netronix Integration, Inc.

Vincent Gatto

Print Name

Print Name

Vincent Gatto

Signature

Signature

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